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BEFORE THE
SURFACE TRANSPORTATION BOARD

FD 36873

UNION PACIFIC CORPORATION AND
UNION PACIFIC RAILROAD COMPANY
—CONTROL—
NORFOLK SOUTHERN CORPORATION AND
NORFOLK SOUTHERN RAILWAY COMPANY

FD 36873 (Sub-No. 31)

NEW ORLEANS PUBLIC BELT RAILROAD COMMISSION
FOR THE PORT OF NEW ORLEANS
—TRACKAGE RIGHTS—
NORFOLK SOUTHERN RAILWAY COMPANY AND
UNION PACIFIC RAILROAD COMPANY

RESPONSIVE APPLICATION OF NEW ORLEANS PUBLIC BELT RAILROAD COMMISSION FOR THE PORT OF NEW ORLEANS

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Dated: November 18, 2026

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November 18, 2026
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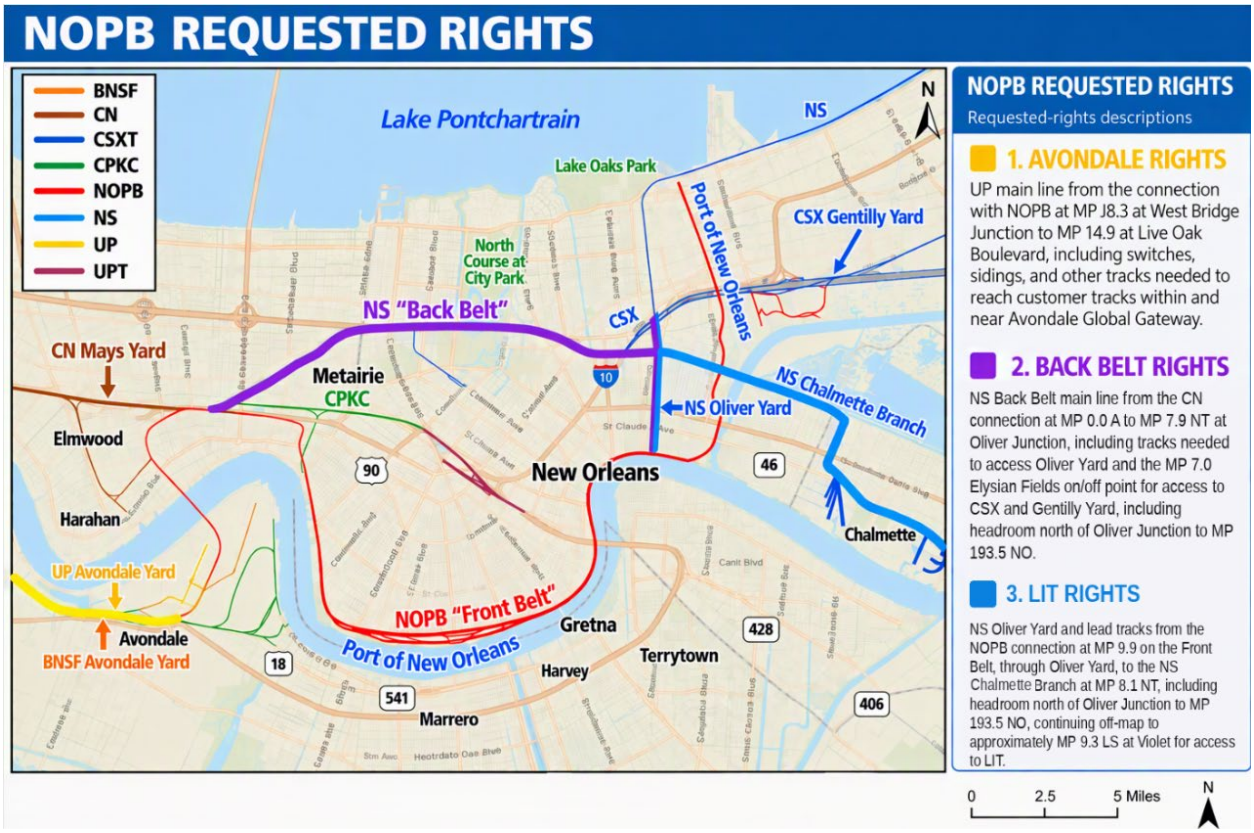
I. INTRODUCTION

New Orleans Public Belt Railroad Commission for the Port of New Orleans ("NOPB") submits this responsive application ("Responsive Application") for nonexclusive trackage rights over certain track owned by Norfolk Southern Railway Company, and/or its subsidiaries (collectively, "NS"), and certain track owned by Union Pacific Railroad Company ("UP") for approval by the Surface Transportation Board ("STB" or "Board") as a condition of approval of the proposed acquisition by Union Pacific Corporation and UP of Norfolk Southern Corporation and NS (collectively, "Primary Applicants"), as proposed in Docket No. FD 36873 ("Proposed Transaction").

NOPB respectfully requests Board grant its application for nonexclusive trackage rights over three segments of the combined carrier's New Orleans terminal network, each tailored to a specific operational purpose: (1) trackage rights over NS's Back Belt, including necessary connections, sidings, yard tracks, crossovers, and access to Oliver Yard, for the purpose of moving traffic through the terminal and conducting interchange with connecting line-haul carriers; (2) trackage rights through NS's Oliver Yard and over NS's Chalmette Branch, including all necessary switches, sidings, yard tracks, crossovers, and connecting tracks, for the purpose of reaching and providing neutral terminal and switching service to the future Louisiana International Terminal ("LIT") and future facilities adjacent thereto; and (3) trackage rights over the UP's main line, including headroom to the west of Avondale Yard, and UP-owned portions of Avondale Yard, together with the leads, switches, yard tracks, sidings, and connecting tracks necessary for the purpose of directly reaching, switching, and serving current and future customers and port-related facilities located between Avondale Yard and the Mississippi River at and near Avondale Global Gateway ("AGG"), as shown more fully on Map A.

Map A:



The requested rights would supplement existing NOPB terminal and interchange operations without transferring track ownership or host-carrier dispatching control.

With the trackage rights sought in this Responsive Application, NOPB seeks to remedy direct competitive and operational harms that would be caused by the Proposed Transaction. Within the New Orleans Terminal, NOPB performs a vital dual function: (1) originating and terminating freight for local shippers and Port of New Orleans facilities, and (2) acting as a neutral interline conduit that bridges traffic across the terminal between eastern and western Class I carriers. By combining UP's western network and Avondale terminal facilities with NS's eastern

network, the Back Belt, Oliver Yard, and the Chalmette Branch, the Proposed Transaction will create powerful economic incentives for the combined carrier to foreclose competing interline routes, capture local origin/destination traffic for its own single-line haul, and prioritize its new single-line trains through the Terminal at the expense of competing carriers' traffic. The Primary Applicants' proposed gateway commitments and Committed Gateway Pricing ("CGP") program do not—and cannot—overcome these structural harms.

Integral to this Responsive Application, NOPB also requests a condition requiring the combined carrier to adopt a neutral, transparent "first come, first served" freight dispatching protocol across the New Orleans Terminal (subject to statutory preference for Amtrak passenger service). Currently, dispatching control over the two halves of the New Orleans Terminal is divided between an eastern carrier (NS over the Back Belt) and a western carrier (UP over the Huey P. Long Bridge and West Bank approaches). The Proposed Transaction would place dispatching control for the entire Terminal into the hands of a single consolidated competitor. Requiring a neutral "first come, first served" dispatching protocol for ready freight trains with confirmed receiving-yard acceptance is an essential competitive safeguard against discriminatory dispatching.

II. SUMMARY OF APPLICATION AND BACKGROUND

NOPB respectfully submits this Responsive Application to secure conditions essential to remedy the competitive harms to customers within the New Orleans terminal area that otherwise would result from the Proposed Transaction.

Pursuant to the procedural schedule adopted by the Board in Decision No. 30 on August 18, 2026, NOPB filed its Description of Anticipated Responsive Application ("Description") on September 9, 2026, in which NOPB described that it intended to seek nonexclusive trackage rights over NS's Back Belt Line, including segments of track in and around NS's Oliver Yard, segments of NS's Chalmette Branch, and tracks and facilities in and around UP and BNSF Railway Company's ("BNSF") Avondale Yard and access, including sufficient head room to the adjacent port facilities and any current and future customers between and/or near Avondale Yard and the Mississippi River. NOPB clarifies here that it does not intend to seek access to any separately owned BNSF track or facilities.

NOPB's predecessor, the Public Belt Railroad Commission for the City of New Orleans ("City Commission"), was created in 1904 as an independent, publicly-owned railroad to assure neutral pricing and competitive switching service to Port of New Orleans' facilities, customers, and industries. *See* Ordinance No. 2683, New Counsel Series, City of New Orleans, approved October 8, 1904 ("The present [railroad] system . . . belonging to various corporations, whose competitive interest compel delays and restrictions, at times amounting to prohibitions;" and thus, the public belt railroad was created to establish a system "whereby all railroads, all industries and all water craft be enabled to transfer goods without restriction, discrimination or delay").[1]

[1] In 2018, the City Commission assigned and transferred its rights and interest to the New Orleans Public Belt Railroad Corporation (the "Corporation"), a wholly owned subsidiary of the Board of Commissioners of the Port of New Orleans ("Port

Today, NOPB is Class III terminal and switching railroad that interchanges with all six Class I railroads—UP, NS, BNSF Railway Company, CSX Transportation, Inc., Illinois Central Railroad Company (a U.S. subsidiary of Canadian National Railway Company) and The Kansas City Southern Railway Company (a U.S. Subsidiary of Canadian Pacific Kansas City Ltd.)—and provides neutral service for the Port of New Orleans and surrounding industries, connecting them to the national rail network. NOPB owns and operates approximately 29.3 route miles in the New Orleans area, including the Huey P. Long Bridge, and operates over approximately 3.95 route miles of combined incidental and ancillary trackage rights. *See New Orleans Pub. Belt R.R. Comm'n for the Port of New Orleans—Acquisition & Operation Exemption—New Orleans Pub. Belt R.R. Corp.*, FD 36419. Map H is a map of NOPB current network in relation to the other railroads within the terminal.

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of New Orleans"), a political subdivision of the State of Louisiana. *See New Orleans Pub. Belt R.R. Corp.—Acquisition & Operation Exemption—Pub. Belt R.R. Comm'n of the City of New Orleans*, FD 36149 (STB served Dec. 27, 2017). Pursuant to La. Rev. Stat. 33:4530, *et seq.,* effective October 1, 2020, the rights and interests of the Corporation were transferred and assigned to the NOPB, a newly created independent political subdivision of the State. *See New Orleans Pub. Belt R.R. Comm'n for the Port of New Orleans—Acquisition & Operation Exemption—New Orleans Pub. Belt R.R. Corp.*, FD 36419 (STB served August 27, 2020).

Map H:



NOPB is not a privately owned or profit-seeking enterprise, and the rights and conditions it seeks are not motivated by a desire to generate commercial profit. Rather, NOPB's public mandate is two-fold: (1) to provide neutral, competitive origin and destination switching for Port terminals and local industries, ensuring they have competitive access to all connecting Class I railroads; and (2) to serve as an impartial intermediate switching conduit that facilitates fluid interline movements *through* the New Orleans Terminal, receiving traffic from carriers on one side of the terminal and delivering it to connecting carriers on the other.

Currently, however, NOPB's ability to fulfill this dual mandate is physically constrained by a lack of route redundancy. NOPB's core riverfront corridor—the "Front Belt"—must simultaneously accommodate intensive local industrial and port switching as well as overhead interline transfers moving across the Huey P. Long Bridge, without direct access to the higher-capacity NS Back Belt corridor on the northern side of the terminal.

In this Responsive Application, NOPB seeks targeted conditions addressing the fundamental shift in competitive incentives and operational dependence that would result from combining UP's western network and Avondale Yard facilities with NS's eastern network, Back Belt, Chalmette Branch, and Oliver Yard facilities:

- **Protecting Origin/Destination Competition at Avondale and LIT:**

  Absent the proposed consolidation, UP would have no eastern line-haul network to protect when handling eastbound traffic originating at Avondale/AGG, and NS would have no western line-haul network to protect when handling westbound traffic from the Chalmette Branch and future LIT. Post-transaction, the combined system would have every economic incentive to use its physical control over Avondale Yard and the Chalmette Branch/Oliver Yard throat to capture that traffic for its own single-line routes, foreclosing competing line-haul carriers (BNSF, CPKC, CN, and CSXT) through punitive switching rates or operational friction. Direct, neutral NOPB switching access to Avondale/AGG and LIT would preserve competitive multi-carrier options for these shippers.

- **Creating Terminal Redundancy and Preserving Interline Fluidity via the Back Belt:**

  As the combined carrier adds its own single-line (through) train volume across the Back Belt, non-Applicant interline traffic faces heightened bottleneck risks. Granting NOPB overhead trackage rights over the Back Belt establishes a complementary second corridor alongside NOPB's Front Belt. This network redundancy will allow NOPB to dynamically route interline transfer blocks around Front Belt congestion, directly connect CN, CSXT, and West Bank interchange partners when receiving tracks are available, and ensure the New Orleans Terminal remains an open, fluid conduit for the entire national rail network. *See* Verified Statement of Tomeka Watson Bryant at ¶¶ 44–56 [hereinafter Watson Bryant V.S.], and Ex. 15, Operating Plan, ¶¶ 43–57.

III. NOPB'S PROPOSED ACQUISITION OF TRACKAGE RIGHTS IS A MINOR TRANSACTION

NOPB's proposed acquisition of nonexclusive trackage and related operating rights is a "minor" transaction under the Board's regulations. A minor transaction is defined as "one which involves more than one railroad and which is not a *major*, *significant*, or *exempt* transaction." 49 C.F.R. § 1180.2(c). NOPB's proposed acquisition of trackage rights is not a "major" transaction because it does not involve two or more Class I railroads. *See* 49 C.F.R. § 1180.2(a). It is also not a "significant" transaction because the proposed transaction "clearly will not have any anticompetitive effects." *See* 49 C.F.R. § 1180.2(b)(1). In the unlikely event the Board determines that NOPB's proposed transaction would have anticompetitive effects, those effects "will clearly be outweighed by the transaction's anticipated contribution to the public interest in meeting significant transportation needs." *See* 49 C.F.R. § 1180.2(b)(2).

NOPB's proposed trackage rights transaction clearly will not have any anticompetitive effects because the requested nonexclusive rights will introduce a neutral terminal-switching and interline routing option, preserve shipper access to customer-selected line-haul carriers, and supplement rather than displace existing carrier operations. Even if the Board were to determine that NOPB's proposed transaction could have any theoretical anticompetitive impact, it would clearly be outweighed by the transaction's contribution to the public interest in meeting significant transportation needs: providing neutral competitive switching access to LIT and Avondale/AGG customers, establishing network redundancy through

complementary Front Belt and Back Belt routing for interline gateway movements, and reducing avoidable intermediate car handling and delay across the New Orleans Terminal.

IV. STANDARD OF REVIEW

Under the Surface Transportation Board's 2001 Major Merger Rules, Class I consolidations are subject to an extraordinarily high burden of proof: the applicants must affirmatively demonstrate that their proposed transaction will enhance competition and serve the public interest, rather than merely preserving the status quo. 49 U.S.C. § 11324(c); 49 C.F.R. § 1180.1(a), (c). Recognizing the severe market concentration inherent in major Class I combinations, the Board's statute and regulations provide that the Board will exercise its broad authority under 49 U.S.C. § 11324(c) and 49 C.F.R. § 1180.1(d) to impose conditions that address transaction-caused harms. The party seeking a condition must demonstrate that the primary transaction creates transaction-related competitive harms and that the requested condition is a narrowly tailored, operationally feasible remedy designed to mitigate those harms.

As described below, NOPB's requested trackage rights and neutral dispatching protocol satisfy this standard by directly remedying Terminal bottlenecks, vertical foreclosure incentives, and Terminal fluidity risks created by the Proposed Transaction, while preserving and enhancing multi-carrier competition across the New Orleans Terminal without frustrating the operations of the Primary Applicants' combined network. As described below, NOPB's proposed

condition seeking trackage rights satisfies this standard by directly neutralizing the specific anticompetitive effects created by the merger without frustrating the operations of the Primary Applicants' newly combined network.

V. COMMENTS AND REQUEST FOR CONDITIONS

NOPB's Responsive Application serves directly to offset the diminished competition and heightened bottleneck risks in the New Orleans Terminal threatened by the Proposed Transaction. NOPB's requested conditions establish a direct, undeniable nexus to the Proposed Transaction in two fundamental ways: first, they protect essential interline terminal fluidity for non-Applicant Class I carriers whose traffic must traverse New Orleans; and second, they protect local origin and destination shippers at Avondale/AGG and the future LIT from vertical foreclosure and punitive switching charges that would otherwise lock them into the combined carrier's single-line routes. The record herein demonstrates that NOPB's requested relief is operationally viable, competition-preserving, and vital to the fluidity of the New Orleans Terminal. As an essential component of this relief, NOPB requests a condition requiring the combined carrier to implement a neutral "first come, first served" freight dispatching protocol (for ready trains with confirmed receiving-yard acceptance) to neutralize the combined carrier's incentive to prioritize its own single-line trains over competing interline traffic. NOPB does not propose applying this protocol to Amtrak, which must be afforded statutory preference over freight traffic under 49 U.S.C. § 24308(c).

A. The Proposed Transaction Will Create Anticompetitive Harms and Network Fluidity Issues at the New Orleans Terminal and Beyond

The Proposed Transaction threatens significant harm to shippers who currently rely on non-Applicant carriers to move traffic to, from, and through New Orleans. The Primary Application states that the proposed merger would reduce congestion at the New Orleans Terminal by reducing inter-carrier interchange that currently takes place on the NS-owned Back Belt. *See* UP-40/NS-38 at 618, FD 36873 (Apr. 30, 2026) [hereinafter "Am. Appl." or "Amended Application"]. Yet the Primary Applicants ignore the consequences of this structural transformation on every other carrier and shipper operating within the Terminal. By combining UP's western network and West Bank facilities with NS's eastern network and East Bank facilities, the Proposed Transaction fundamentally alters the combined carrier's commercial and operational incentives across four distinct areas: First, with respect to interline traffic moving through the Terminal, pre-merger UP and NS are end-to-end connecting carriers at New Orleans that must rely on efficient terminal interchange to move freight between them. Post-transaction, the combined UP/NS system will plan to run eight additional single-line trains per day across the Back Belt. *See* Am. Appl. Vol. 2 at 767-68. Rather than cooperating as a neutral terminal partner, the combined carrier will have a powerful economic incentive to favor its own newly created single-line movements over the Back Belt while delaying, deprioritizing, or foreclosing interline (bridge) traffic interchanged with or between competing Class I carriers (BNSF, CPKC, CN, and CSXT).

Second, with respect to Terminal dispatching control, the Proposed Transaction creates an unprecedented monopoly over train movement governance across New Orleans. Currently, dispatching authority is split between a western carrier (UP, which dispatches the Huey P. Long Bridge and West Bank approaches) and an eastern carrier (NS, which dispatches the Back Belt). *See* Watson Bryant V.S. at ¶¶ 29; 45. Post-transaction, a single commercial entity will control the master dispatching valve for both halves of the New Orleans Terminal, giving the combined carrier both the incentive and the operational mechanism to prioritize its own trains over those of NOPB and competing Class I carriers waiting to traverse the terminal.

Third, with respect to customers in the Avondale/AGG terminal area, the proposed consolidation would create a serious vertical foreclosure risk. Prior to the Proposed Transaction, UP's lines terminated at New Orleans; for Avondale-area customers shipping traffic east, UP had no eastern line-haul network of its own to protect and therefore had to interchange that traffic to an eastern carrier (CSXT, NS, or CN) at the Terminal. Once UP acquires NS's eastern network, the combined carrier will have every incentive to capture eastbound Avondale/AGG traffic for its own single-line haul—and to use punitive switching charges, yard dwell at Avondale Yard, and operational friction to foreclose shippers from reaching CSXT, CN, BNSF, or CPKC.

Fourth, the exact mirror-image foreclosure risk arises on the East Bank at the future Louisiana International Terminal on the Chalmette Branch.

LIT represents a massive public port investment designed to thrive on multi-carrier rail competition. Currently, NS controls physical rail access to the LIT site via Oliver Yard and the Chalmette Branch, but because NS has no western network, it has every incentive to interchange westbound LIT traffic with UP, BNSF, or CPKC at New Orleans. Post-transaction, the combined UP/NS will control both the physical rail throat into LIT and a western transcontinental network—giving it the immediate incentive and ability to bottleneck competing western carriers (BNSF and CPKC) as well as competing northern/eastern carriers (CN and CSXT) from competing on an equal footing for LIT traffic.

B. NOPB's Proposed Conditions Would Preserve Competition at the New Orleans Terminal

NOPB's proposed conditions would allow it to perform the services for which it was created—to provide neutral interline and intermediate switching for the benefit of local shippers and all carriers that operate in New Orleans. Specifically, granting NOPB trackage rights through UP's Avondale Yard and over the connecting tracks serving Avondale/AGG customers will break the combined carrier's terminal bottleneck on the West Bank. Rather than being forced to pay punitive UP/NS switching rates or accept captive UP/NS single-line routing, Avondale/AGG shippers will have direct access to NOPB's neutral switching service, enabling them to seamlessly reach BNSF, CPKC, CN, and CSXT on competitive terms. Similarly, granting NOPB trackage rights through Oliver Yard and over the Chalmette Branch to reach and serve LIT will ensure that this vital new port facility is not born captive to a single transcontinental mega-carrier, preserving true

multi-carrier competition for international and domestic freight moving in every direction.

C. NOPB's Proposed Conditions Would Preserve and Potentially Enhance Fluidity in New Orleans and the National Rail Network

Beyond origin and destination switching, NOPB serves an indispensable role as an interline conduit—picking up transfer blocks from carriers on one side of the New Orleans terminal and delivering them for outbound line-haul movement on the other. Currently, however, NOPB's ability to facilitate these cross-terminal interline movements is constrained by a lack of network redundancy. NOPB must funnel all of its cross-terminal movements over its riverfront "Front Belt" corridor, a single-pipe route that simultaneously bears the burden of heavy local port switching, industrial lead work, and grade crossings.

As the combined UP/NS adds eight new daily single-line trains over the Back Belt and consolidates dispatching control over both the Huey P. Long Bridge and the Back Belt, interline traffic moving between non-Applicant carriers (BNSF, CPKC, CN, and CSXT) faces a severe risk of being squeezed out of the Back Belt and bottlenecked on the Front Belt. Granting NOPB nonexclusive trackage rights over the Back Belt—paired with a neutral "first come, first served" dispatching protocol—will establish essential route redundancy within the New Orleans Terminal.

By operating over both the Front Belt and the Back Belt as complementary corridors, NOPB will be able to function as a true dual-route terminal loop. When the Front Belt is occupied by local port switching or

maintenance, NOPB can route interline transfer movements directly across the Back Belt between CN (at East Bridge Junction), CSXT (at Elysian Fields/Gentilly Yard), NS (at Oliver Yard), and the West Bank connections over the Huey P. Long Bridge—and vice versa. This operational flexibility will eliminate unnecessary intermediate yard handlings, reduce dwell, and allow NOPB to dynamically move interline traffic whenever receiving-yard tracks and dispatching windows are available. Rather than leaving non-Applicant interline freight trapped behind the combined carrier's single-line trains and otherwise biased dispatching preferences, Back Belt access empowers a neutral public switching carrier to preserve and enhance fluidity across the entire New Orleans Terminal.

D. Committed Gateway Pricing and "Open Gateways" Are Incapable of Fixing the Competition and Fluidity Issues.

The Primary Applicants have proposed what they call Committed Gateway Pricing ("CGP"), applicable only to four major rail gateways, including New Orleans. The Primary Applicants misleadingly characterize CGP as a commercial mechanism intended to "extend the merger's benefits to more customers", *see* Am. Appl. Vol. 1 at 13, rather than presenting it as a measure to offset the natural tendencies of any large, consolidated rail network to foreclose shipper choice by reducing commercially reasonable interline service options that otherwise would entail service over the consolidated carrier, in part, and one or more additional line haul carriers, such as CN or CSXT. The Primary Application also commits to the "open gateway" conditions imposed on the Canadian Pacific Railway/Kansas City Southern Railway consolidation approval whereby UP and NS

commit to keeping all existing gateways, including New Orleans, nominally "open" for eligible traffic on "commercially reasonable terms." *See* Am. Appl. Vol. 1 at 91. That may be a standard offering in past railroad consolidation proceedings before the Board, and its efficacy as a general rule is certainly open to debate, but the measure cannot by any stretch be categorized as one that would "enhance" competition by fostering greater shipper choice of origin-to-destination service options.

There already has been much ink spilled in this proceeding and beyond about the inadequacies of both CGP and the open gateway condition. One need look no further than UP's own comments in the Canadian Pacific Railway/Kansas City Southern Railway consolidation proceeding to understand why the open gateway commitments are ineffectual. As UP has asserted, "[a]pplicants' commitment to keep . . . gateways open by quoting 'commercially reasonable' Rule 11 rates is neither concrete nor enforceable. . . . [W]ithout some established method of evaluating whether the gateway rate provided is 'commercially reasonable,' the promise to provide a rate is worthless." UP Comments and Request for Conditions at 69, FD 36500 (Feb. 28, 2022). UP and NS have suggested the identical CP/KCS open gateway conditions be adopted here with no discussion about whether UP still holds those same concerns for its own consolidation transaction.

As for CGP, the program is severely restricted by product, connecting rail carrier, location, and time. Certain products are not eligible, including automobiles and intermodal. Origins and destinations served solely by CN or

CPKC are ineligible. Traffic originating or terminating outside of the United States is ineligible. And finally, UP and NS propose that the program be operable only during the transaction's oversight period. The program is so limited that UP and NS cannot credibly argue that it will enhance competition let alone not harm competition, though they attempt to do so.

APPLICATION INFORMATION

In support of this Responsive Application, and pursuant to the Board's regulations at 49 C.F.R. part 1180, NOPB submits the following information:

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

NOPB seeks nonexclusive trackage rights over three segments of the combined carrier's New Orleans terminal network, defined by their specific operational functions: (1) trackage rights over NS's Back Belt from the connection with CN at East Bridge Junction to Oliver Junction at the north end of NS's Oliver Yard and north to MP 193.5 NO and south to the NOPB mainline—including sidings and tracks necessary to access NS's Oliver Yard, as well as an ingress/egress connection at Elysian Fields to access CSXT's Gentilly Yard—for the purpose of moving traffic through the terminal and conducting interchange with connecting line-haul carriers (*see* Ex. 1, Map C; Map G); (2) trackage rights from NOPB's Front Belt mainline through NS's Oliver Yard and lead tracks for headroom north of Oliver Jct. To MP 193.5 NO and over NS's Chalmette Branch, including all necessary connecting tracks, for the purpose of reaching and providing neutral

terminal and switching service to and from the future Louisiana International Terminal ("LIT") (*see* Ex. 1, Map B; Map C); and (3) trackage rights over the UP-owned portions of Avondale Yard and the connecting leads, sidings, and tracks necessary for the purpose of directly reaching, switching, and serving current and future customers and port-related facilities located between Avondale Yard and the Mississippi River at and near Avondale Global Gateway ("AGG") (see Ex. 1, Map E; Map F).

NAME AND CONTACT INFORMATION:

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

Implementation would be phased following Board approval and completion of applicable agreements. LIT service would not begin until the

terminal is commissioned and a final LIT-specific operating plan reflects the as-built configuration. Currently, LIT plans to open for service in late 2031. Watson Bryant V.S. at ¶ 30.

While NOPB's operating crews are already PTC-qualified, NOPB does not currently have PTC-equipped locomotives in its fleet and is in the process of acquiring or leasing PTC-equipped locomotive power, targeting mid to late 2027 for completion of that process. If NOPB's Responsive Application is approved, NOPB intends to commence operations over the Back Belt and in the Avondale area immediately upon consummation of the Proposed Transaction or upon placing its PTC-equipped locomotives into service, whichever occurs later (or immediately upon consummation for any trackage segments not requiring PTC-equipped locomotives). *See* Ex. 15, Operating Plan, ¶ 6 (Table 3), ¶ 58.

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

The trackage rights requested by NOPB would ameliorate harms caused by the UP/NS consolidation by preserving a neutral means of reaching competing line-haul carriers after UP's western network and NS's eastern network come under common control. The combined carrier would have an incentive to retain traffic on its own network and favor its own movements through New Orleans, increasing other carriers' and their customers' dependence on its interchange and operating decisions.

Specifically, the requested trackage rights fulfill two interrelated public interest purposes corresponding to NOPB's dual role in the New Orleans Terminal. First, direct NOPB terminal service in the Avondale/AGG territory and neutral access to the future LIT will prevent vertical foreclosure of origin and destination traffic, ensuring that local shippers and port terminals have practical, cost-competitive switching access to customer-selected line-haul carriers rather than remaining captive to the combined carrier's single-line routes or punitive switching charges. Second, Back Belt access—paired with a neutral "first come, first served" freight dispatching protocol—will establish vital route redundancy alongside NOPB's existing Front Belt corridor. This dual-route capability will enable NOPB to act as an efficient, fluid interline conduit across the Terminal, dynamically routing cross-terminal transfer blocks between connecting Class I railroads to avoid Front Belt bottlenecks and reduce avoidable intermediate handling and dwell, subject to receiving-yard acceptance and coordinated host dispatching. *See* Watson Bryant V.S. at ¶¶ 24; 44–56.

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

None.

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

NOPB's requested conditions are intended to advance the public interest by supplementing existing carrier operations, rather than displacing them,

while preserving host ownership and dispatching, customer choice of line-haul carrier, and nondiscriminatory access. The proposal links competitive terminal access with operational resiliency, reduced avoidable handling, and coordinated use of available New Orleans Terminal capacity. NOPB does not exist for a profit-making purpose, and therefore the rights and conditions it seeks are not an effort to increase its revenue or to make a profit from the potential granting of the rights sought. Rather, NOPB exists to provide neutral switching and terminal services to the New Orleans Terminal for the benefit of local shippers, all the Class I railroads and the local and national economy.

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

The relevant transportation markets encompass two closely linked elements: (1) origin and destination terminal switching services for shippers and port facilities within the New Orleans terminal area (specifically at Avondale/AGG and the future LIT), and (2) intermediate switching and interline bridge movements across the New Orleans Terminal connecting eastern and western line-haul railroads. NOPB currently connects with all six Class I rail carriers, and the requested conditions will preserve a neutral, competitive means of reaching those customer-selected line-haul carriers once UP's western network and NS's eastern network come under common control. The affected services include local terminal and switching service for Avondale/AGG customers and the future LIT, and

interchange and overhead movements through the New Orleans Terminal. NOPB currently connects with all six Class I rail carriers. The requested condition would provide a neutral means of accessing customer-selected line-haul carriers when NS's eastern routes and UP's western routes and facilities come under common control.

Preserving customer choice requires more than the nominal availability of a connecting carrier: customers must have a practical, nondiscriminatory means of obtaining competitive terminal service and reaching their selected line-haul carrier. NOPB's proposed supplemental operations are intended to support that access. The public-interest rationale is therefore to preserve competitive options while coordinating use of existing facilities. The proposal is not intended to replace competing carrier operations or restrict customer routing choices. Rather, NOPB's proposed conditions would promote and preserve competition by offering neutral and practical terminal service that will preserve and promote practical and competitive interchange optionality.

In the local terminal switching market, combining UP and NS eliminates each carrier's pre-merger incentive to cooperate in interchanging eastbound traffic from Avondale/AGG and westbound traffic from the Chalmette Branch/LIT to competing line-haul railroads. Granting NOPB direct switching access to Avondale/AGG and LIT prevents the creation of a single-carrier terminal bottleneck and protects shippers from anticompetitive switching charges and service degradation.

In the broader regional and national interline market, the UP/NS consolidation threatens to place one of the nation's most vital transcontinental gateways under the unified operational and dispatching control of a single mega-carrier incentivized to favor its own single-line routes. Granting NOPB trackage rights over the Back Belt—and establishing a neutral "first come, first served" dispatching protocol—serves as a critical structural remedy for the national rail network. By creating Front Belt/Back Belt route redundancy for a neutral switching carrier, the requested conditions prevent interline route foreclosure, protect cross-terminal fluidity for BNSF, CPKC, CN, and CSXT, and preserve competitive multi-carrier routing options across the United States.

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

Direct Avondale-area and LIT access are expected to reduce intermediate car handling, and use of qualified and readily-available NOPB crews and complementary Front Belt/Back Belt routing would reduce avoidable dwell and recrews.[2] The proposed trackage rights are projected to generate ${{[redacted]}} in additional revenue and {{[redacted]}} in additional earnings available for

[2] Track access and maintenance charges are not yet known and are therefore omitted from NOPB's calculations. Assumptions are described in, and all calculations can be found in, the NOPB Economic Analysis_Highly Confidential workpaper.

fixed charges and net earnings during 2028–2032.[3] No financial economies or avoided costs are projected.[4] Over that period, NOPB's projected operating income would increase from ${{[redacted]}} without the proposed trackage rights to {{[redacted]}} with those rights.[5]

The anticipated economic benefit of the proposed trackage rights arises principally from additional traffic and revenue rather than reductions in existing expenses. NOPB's analysis projects that in 2032 NOPB will handle 39,001 LIT containers, comprising 19,501 new containers and 19,500 containers transferred from its existing Uptown operations.[6] LIT operations project 196 NOPB train trips and crew assignments in 2032.[7] Back Belt service assumes 730 trains annually and approximately ${{[redacted]}} in additional annual revenue, totaling ${{[redacted]}} over 2028–2032.[8] NOPB projects 260 trips annually for Avondale area service, with additional revenue increasing from approximately ${{[redacted]}} in 2028 to ${{[redacted]}} in 2032 and totaling ${{[redacted]}} over five years.[9]

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[3] *See* NOPB Economic Analysis, NOPB Proposed Trackage Rights at G16, G20, G24; NOPB Economic Analysis, STB Economic Analysis at G21, G22. Note that net earnings for fixed charges will decrease and other calculations will change once trackage rights fees are in place.
[4] *See* NOPB Economic Analysis, STB Economic Analysis at line 21.
[5] *See* NOPB Economic Analysis, STB Economic Analysis at G9, G27.
[6] *See* NOPB Economic Analysis, LIT at F22, F8, F11.
[7] *See* NOPB Economic Analysis, LIT at F64.
[8] *See* NOPB Economic Analysis, Back Belt at B47, B23–F23, G23.
[9] *See* NOPB Economic Analysis, Avondale at B55, B38, F38, G38.

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

NOPB does not project an increase of total fixed charges resulting from the proposed transaction.[10]

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

Under 49 C.F.R. § 1180.1(c)(2)(ii), the Board must ensure that essential freight, passenger, and commuter rail services are preserved wherever feasible. NOPB's proposed conditions would supplement rather than replace essential services provided by the connecting Class I carriers. Each movement would require receiving-yard acceptance, a designated track, qualified crews, compliant equipment and documentation, and host dispatching authority. Route choice would account for train length, passenger windows, curfews, maintenance, and actual capacity. NOPB would provide direct neutral access to Avondale/AGG customers and eventually LIT, while preserving host-carrier facility control. *See* Ex. 15, Operating Plan, ¶¶ 53, 83.

NOPB's proposed conditions would increase fluidity through New Orleans and the national rail network by providing NOPB the flexibility to move traffic through New Orleans over both the Front Belt and the Back Belt. Moreover, according to the Primary Applicants' operating plan, NS is currently coordinating with Amtrak to implement infrastructure improvements related to Amtrak's Mardi

[10] *See* NOPB Economic Analysis, NOPB Proposed Trackage Rights at line 46.

Gras Service. *See* Am. Appl. Vol 2 at 767. New crossovers on the Back Belt will allow Amtrak trains to enter and exit the terminal more efficiently. *Id.* As such, Amtrak's movement through New Orleans would be at least preserved and it may experience less dwell than it experiences today. Freight movements would experience similar benefits. There are no commuter services provided over the lines and facilities over which NOPB is seeking trackage rights.

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

NOPB currently employs 72 operating employees, including 64 qualified conductors and 32 certified locomotive engineers, all of whom are certified to operate over the Huey P. Long Bridge and PTC-qualified. *See* Watson Bryant V.S. at ¶ 57, *see also* Ex. 15, Operating Plan, ¶ 59 (Table 7). NOPB also employs five full-time and two relief yardmasters. *See id.* NOPB anticipates hiring one additional three-man crew in the first year for operations in and around Avondale Yard, with no additions by Year 5. *See* Watson Bryant V.S. at ¶ 43. NOPB does not currently have plans to hire additional crews to operate over the Back Belt, though it would hire as needed, depending on demand. *Id.* at ¶ 60. For operations over the Chalmette Branch and through Oliver Yard, NOPB anticipates no additional hires until year five when it anticipates hiring at least one additional two-person crew. *Id.* at ¶ 35; *see also* Ex. 15, Operating Plan, ¶ 62 (Table 8). NOPB also anticipates hiring up to six additional extra-board (i.e., on-call substitute

locomotive engineers and conductors) positions as demand develops over the first five years. *See* Ex. 15, Operating Plan, ¶ 62 (Table 8); Watson Bryant V.S. at ¶ 60. The relevant geographic points are solely located within the New Orleans Terminal.

As a condition to approval of NOPB's Responsive Application, any employees affected by the trackage rights will be protected by the conditions imposed in *Norfolk & Western Railway—Trackage Rights—Burlington Northern, Inc.*, 354 I.C.C. 605 (1978), as modified in *Mendocino Coast Railway—Lease & Operate—California Western Railroad*, 360 I.C.C. 653 (1980).

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

Inclusion is not considered in a minor transaction. *See* 49 U.S.C. § 11324(d). Nonetheless, NOPB's proposed condition would have no anticompetitive effects, and therefore there would be no public-interest justification for the STB to order that another rail carrier be included in NOPB's proposed trackage rights transaction.

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

This Responsive Application, including the Verified Statement of Tomeka Watson Bryant at Appendix B and the Operating Plan at Exhibit 15 already amply support an order from the STB granting NOPB's request for nonexclusive trackage rights and a nondiscriminatory dispatching protocol within the Terminal, as discussed herein.

In addition, NOPB has secured support for its proposed conditions from the Honorable Troy A. Carter, Sr., United States Representative for the 2nd District of Louisiana, the Honorable Cleo Fields, United States Representative for the 6th District of Louisiana, the Honorable M. Kirk Talbot, State Senator for the 10th District of Louisiana, the Honorable James "Jimmy" Harris III, State Senator for the 4th District of Louisiana, the Honorable Royce Duplessis, State Senator for the 5th District of Louisiana, the Honorable Candace N. Newell, State Representative for the 99th District of Louisiana, the Dupuy Group, Freedom Intermodal Tank Services, Heniff Transportation Systems, LLC, The Kearney Companies, Inc., Gulf Gateway Terminal, QSL America, New Orleans Terminal, LLC, and DHL Global Forwarding.

Notably, the Honorable Jeff Landry, Governor of the State of Louisiana, previously offered support for the Proposed Transaction while NS, NOPB, and the Port were actively engaged in discussions toward NOPB being awarded trackage rights to serve LIT. *See* Am. Appl. Vol. 3 at 1684. However, on September 9, 2026, NS President and Chief Executive Officer, Mark George, wrote to the Port, declaring that NS will not be entertaining further discussions regarding NOPB receiving trackage rights to directly serve LIT. *See* Ex. B, Mark George Letter to Port NOLA, Sept. 9, 2026.

On November 5, 2026, Governor Landry wrote to both Mark George and UP's Chief Executive Officer, Jim Vena, expressing concerns related to competition, customer choice, and access to critical infrastructure in Louisiana. *See*

Ex. E, Letter from Governor Landry to UP's Vena; Ex. F, Letter from Governor Landry to NS's George ("[t]he merger should strengthen the New Orleans Gateway, not create new limitations on its ability to compete."). In his letter to Jim Vena, Governor Landry specifically withdrew the State of Louisiana's support for STB approval for an unconditioned Proposed Transaction. *See* Ex. E, Letter from Governor Landry to UP's Vena ("the State of Louisiana cannot continue to support UP's merger application without a clear and enforceable commitment with fair, reasonable, and commercially viable access [for NOPB] to serve LIT and operate over the Back Belt and the West Bank."). Governor Landry went on to urge UP to work directly and promptly with NOPB and the Port of New Orleans to establish the framework for a post-merger agreement for NOPB's proposed trackage rights, directly citing the need to preserve neutral rail access to secure the long-term competitiveness of the New Orleans Terminal. *Id.*

The Port of New Orleans, which also previously provided a letter of support while it was actively engaged in discussions regarding NOPB being awarded trackage rights to serve LIT, also recently withdrew its support of the Proposed Transaction now that the discussions with NS regarding providing NOPB with access to LIT have been terminated by NS. *See* Ex. D, Letter from Port of New Orleans to STB, Nov. 16, 2026.

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

The opinion of counsel can be found in Appendix A.

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

NOPB owns property only in Louisiana. The trackage rights NOPB seeks are over property also located only in Louisiana.

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

Exhibit 1 contains the following maps:

Exhibit 1 Maps

Map A – NOPB Requested Rights (Overview)
Map B – NS Chalmette Branch
Map C – NS Oliver Yard
Map D – Louisiana International Terminal, Proposed Layout
Map E – UP Avondale Yard Trackage Rights
Map F – Avondale Yard Trackage Rights Detail and Customer Access Points
Map G – Overview of Back Belt Requested Trackage Rights
Map H – NOPB Current Map

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

NOPB proposes to acquire nonexclusive trackage rights tailored to three specific operational functions: (1) moving interline traffic and conducting carrier interchanges over NS's Back Belt and Oliver Yard connections; (2) traversing NS's Oliver Yard and Chalmette Branch to directly reach and serve the future LIT and properties adjacent thereto; and (3) operating through UP's Avondale Yard and associated connecting tracks to directly reach, switch, and serve customers and port-related facilities in the Avondale/AGG area. NOPB would not acquire track ownership or host dispatching control. The significant terms and conditions, and the consideration to be paid would need to be negotiated with NS and UP following Board approval of NOPB's Responsive Application. NOPB's proposed trackage rights agreements are attached as Exhibit 2.

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

NOPB's proposed trackage rights agreements between NOPB and the combined UP/NS are provided in Exhibit 2.

1180.6(a)(7)(iii) If a consolidation or merger is proposed indicate: (A) The name of the company resulting from the consolidation or merger; (B) the State or territory under the laws of which the consolidated company is to be formed or the merged company is to file its certificate of amendment; (C) the capitalization proposed for the resulting company; and (D) the amount and character of the capital stock and other securities to be issued.

Not applicable. NOPB is not proposing consolidation or a merger.

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

Not applicable.

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

The requested rights do not include all property of NOPB, NS, or UP. A portion of the requested rights are over NS's Back Belt main line from the connection with CN at MP 0.0 in Jefferson Parish, La., to MP 7.9 NT at Oliver Junction at the north end of NS's Oliver Yard and lead tracks for headroom north of Oliver Jct. to MP 193.5 NO and south to the NOPB Front Belt mainline, including sidings and other tracks necessary to access NS's Oliver Yard as well as an additional on/off point at MP 7.0 at Elysian Fields to access CSXT's line and its Gentilly Yard in New Orleans, La.

***Map G*, Overview of Back Belt Requested Trackage Rights**



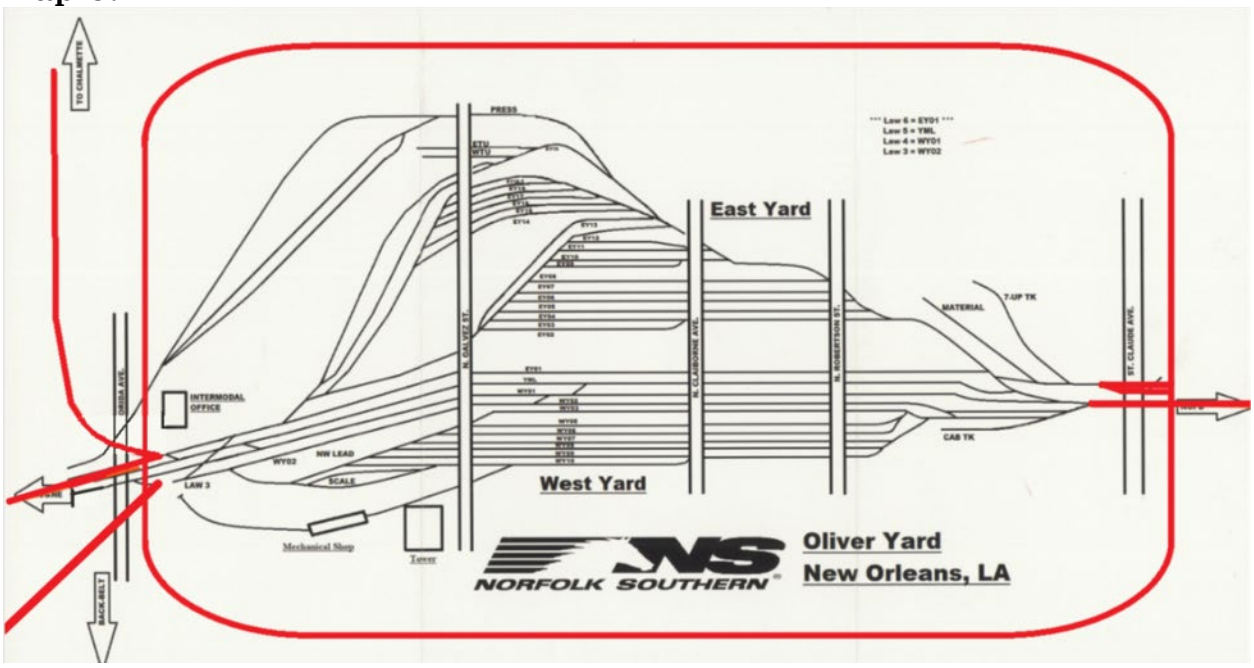
Another portion of the requested rights begin at MP 9.9 of NOPB's Front Belt, continue through NS's Oliver Yard including lead tracks for headroom north of Oliver Jct. to MP 193.5 NO, then continue over NS's Chalmette Branch, including sidings, beginning at MP 8.1 NT, and continuing to approximately MP 9.3 LS in Violet, La., in St. Bernard Parish to access LIT.

***Map B and Map C*, Proposed Trackage Rights through NS's Oliver Yard, and over NS's Chalmette Branch to the Louisiana International Terminal**

Map B:



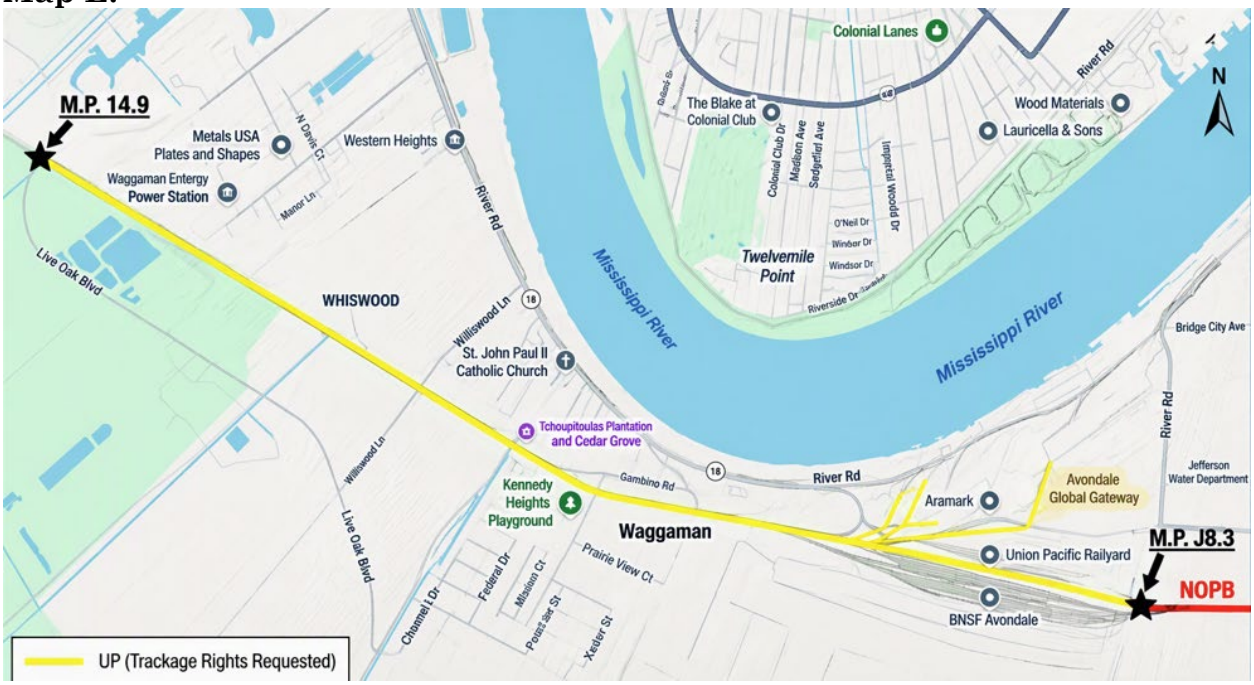
Map C:



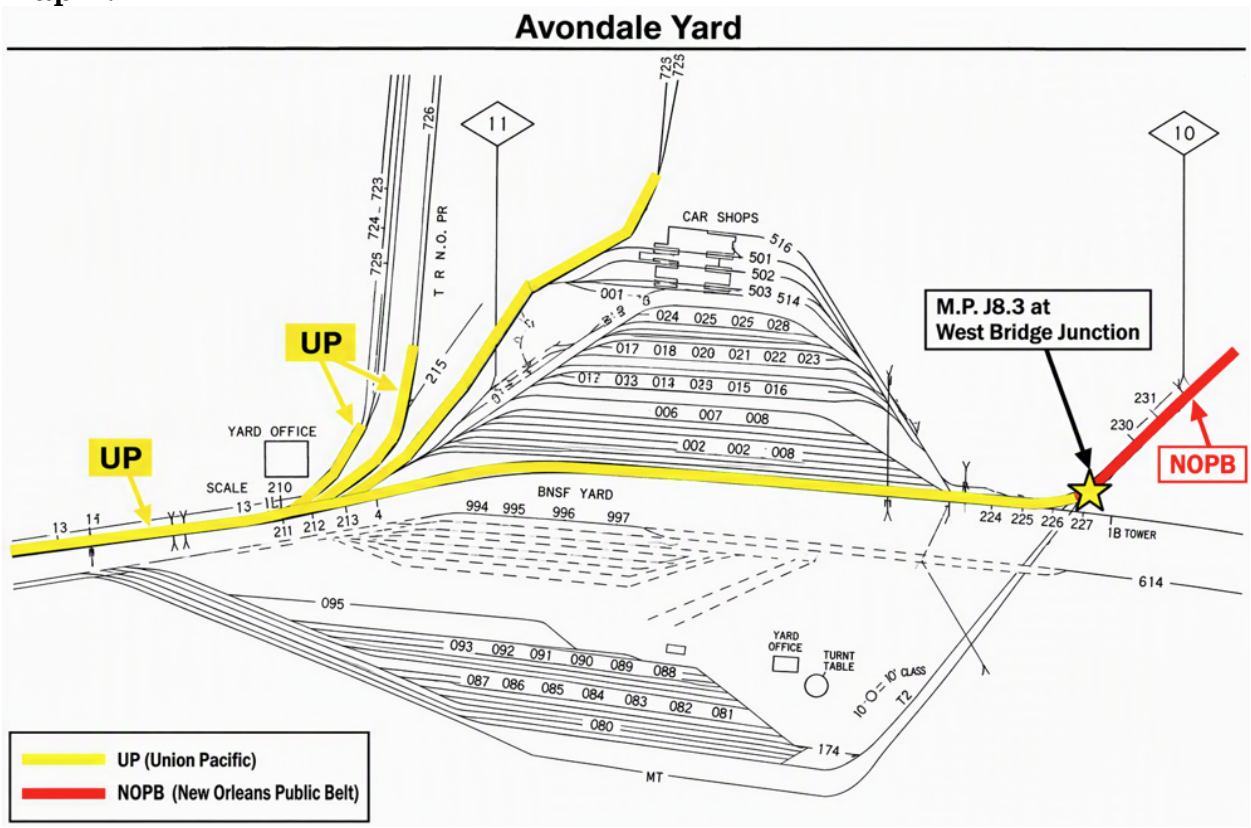
The last portion of the requested rights start at NOPB's MP J8.3 at West Bridge Junction in Avondale, La., continue to MP 14.9 at Live Oak Boulevard, and include switches, sidings, and other tracks beginning in Avondale Yard that are necessary to access the customer tracks within and near Avondale Global Gateway, between Avondale Yard and the Mississippi River

***Map E and Map F*, Proposed Trackage Rights to, Past, and Through Avondale Yard**

Map E:



Map F:



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

The principal routes, termini, and mileage of the lines over which NOPB seeks nonexclusive trackage rights are as follows:

1. **NS Back Belt Route:** Extending from the connection with CN at East Bridge Junction (MP 0.0) in Jefferson Parish, La., to Oliver Junction at the north end of NS's Oliver Yard (MP 7.9 NT) and north to MP 193.5 NO and south through Oliver Yard to the NOPB Front Belt mainline, a distance of approximately 9.9 main line miles, including sidings and yard tracks necessary to access NS's Oliver Yard, as well as an additional ingress/egress

connection at Elysian Fields (MP 7.0) to access CSXT's line and Gentilly Yard in New Orleans, La. *See* Ex. 15, Operating Plan, ¶ 5 (Table 2). (While the Primary Application uses a baseline of {{ }} trains per day over the Back Belt, UP and NS project {{ }} trains per day; NOPB's proposed operations would result in approximately {{ }} total trains per day, reflecting one train shifted from existing Front Belt routing and one net additional train). *See* Ex. 15, Operating Plan, ¶ 6 (Table 3), ¶ 72 (Table 10).

2. **NS Oliver Yard and Chalmette Branch Route (to LIT):** Extending from NOPB's Front Belt connection at MP 9.9, through NS's Oliver Yard and lead tracks for headroom north of Oliver Jct. To MP 193.5 NO, and continuing over NS's Chalmette Branch from MP 8.1 NT to approximately MP 9.3 LS in Violet, St. Bernard Parish, La., a distance of approximately 15.27 main line/branch miles, to reach and serve the future LIT. (Over the Chalmette Branch, UP/NS project {{ }} to {{ }} trains per day; with NOPB's anticipated LIT service once commissioned, total volume would be approximately {{ }} trains per day). *See id*, ¶ 72 (Table 10).
3. **UP Avondale Yard and AGG Customer Access Route:** Extending from NOPB's connection at West Bridge Junction (NOPB MP J8.3) in Avondale, La., to MP 14.9 at Live Oak Boulevard, a distance of approximately 4.34 miles, together with the switches, leads, sidings, and connecting tracks within and adjacent to Avondale Yard necessary to reach and serve

customers and Port-related facilities between Avondale Yard and the Mississippi River at and near AGG. (Over the line of the proposed Avondale rights, UP/NS project {{[redacted]}} trains to {{[redacted]}} trains per day; NOPB anticipates adding an additional single round trip per day for an approximate total of {{[redacted]}} trains per day). *See id.*

Principal Points of Interchange: Across the New Orleans Terminal, NOPB currently conducts (and under the proposed trackage rights will continue or expand) interchange with the six connecting Class I railroads at the following principal points:

- **BNSF:** NOPB pulls and delivers interchange traffic at Avondale Yard (utilizing BNSF locomotive power under current arrangements). The milepost for entry to BNSF's Avondale Yard is J8.1 at the West Bridge Interlocker and the distance in mileage for NOPB to perform this move is approximately 5.7 miles to NOPB Southport Yard at approximate milepost J2.4.
- **UP:** UP delivers interchange traffic to NOPB at Southport Junction, and NOPB delivers traffic to UP at Avondale Yard (utilizing UP locomotive power under current arrangements). The milepost for entry to UP's Avondale Yard is J8.1 at the West Bridge Interlocker and the distance in mileage for NOPB and UP to perform this move is approximately 5.7 miles between UP's Avondale Yard and NOPB's Southport Yard.

- **CN (IC):** NOPB pulls and delivers interchange traffic at Mays Yard (East Bridge Junction). The milepost for entry to CN's Mays Yard is J3.3 at the north end of the East Bridge Interlocker and the distance in mileage for NOPB to perform this move is approximately 1.0 mile to NOPB Southport Yard at approximate milepost J2.4.
- **NS:** NOPB pulls and delivers interchange traffic at Oliver Yard. The NOPB milepost for entry to NS's Oliver Yard is milepost 9.9 and the distance in mileage for NOPB to perform this move is approximately 6.6 miles from NOPB Cotton Warehouse Yard at approximate milepost 3.3.
- **CSXT:** NOPB pulls and delivers interchange traffic at Gentilly Yard. The NOPB milepost for entry to CSX's Gentilly Yard is milepost BW 14.2 and the distance in mileage for NOPB to perform this move is approximately 10.9 miles from NOPB Cotton Warehouse Yard at approximate milepost 3.3.
- **CPKC (KCS):** NOPB pulls and delivers interchange traffic at West Yard. The NOPB milepost for entry to CPKC's West Yard is milepost J0.2 and the distance in mileage for NOPB to perform this move is approximately 4.1 miles from NOPB Cotton Warehouse Yard at approximate milepost 3.3.

See Ex. 15, Operating Plan, ¶ 11 (Table 4).

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

NOPB does not intend to seek governmental financial assistance to carry out the additional anticipated movements associated with the trackage rights

it seeks in this Responsive Application. While NOPB is governed by the same board of commissioners as the Port of New Orleans ("Port NOLA") pursuant to La. R.S. 33:4530 *et seq*., NOPB is an independent political subdivision of the State of Louisiana. With the exception of some state and federal grants, it is self-sustaining and relies on its own revenue to fund its railroad operations.

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

The trackage rights proposed in this minor Responsive Application are categorically excluded from environmental review under the STB's environmental regulations at 49 C.F.R. § 1105.6(c)(3). Under 49 C.F.R. § 1105.8(b)(3), the trackage rights proposed in this Responsive Application are also exempt from historic preservation reporting.

1180.8(c) Operational Data. For minor transactions: Operating plan-minor (exhibit 15). Discuss any significant changes in patterns or types of service as reflected by the operating plan expected to be used after consummation of the transaction. Where relevant, submit information related to the following: (1) Traffic level density on lines proposed for joint operations. (2) Impacts on commuter or other passenger service operated over a line which is to be downgraded, eliminated, or operated on a consolidated basis. (3) Operating economies, which include, but are not limited to, estimated savings. (4) Any anticipated discontinuances or abandonments.

NOPB currently performs neutral interchange and terminal switching functions for all six Class I carriers serving New Orleans and supplies crews for authorized UP through-freight movements over the Front Belt. The proposed trackage rights will extend NOPB's operating capability to provide direct customer

switching in the Avondale/AGG area, neutral terminal service to LIT upon commissioning, and complementary Front Belt/Back Belt routing for cross-terminal interline transfers. *See* Ex. 15, Operating Plan, ¶¶ 11, 26-58.

(1) Traffic level density on lines proposed for joint operations.

In the Primary Application's operating plan, UP and NS assert that their consolidation will reduce congestion in New Orleans, including for Amtrak, by reducing inter-carrier interchange activities on the Back Belt. *See* Am. Appl. Vol. 2 at 618. At the same time, UP and NS project adding eight daily trains over the Back Belt—{{[redacted]}} trains per day to {{[redacted]}} trains per day—while affirmatively representing to the Board that the Back Belt has ample capacity to support that freight increase while maintaining passenger service levels. *See* Ex. 15, Operating Plan, ¶ 72 (Table 10).

NOPB's Operating Plan anticipates approximately one to two Back Belt movements per day within the first five years (representing one train shifted from NOPB's existing Front Belt routing and only one net additional train on the Back Belt, bringing total Back Belt volume to approximately {{[redacted]}} trains per day). *See id.* On the Chalmette Branch, where UP and NS project {{[redacted]}} trains per day to {{[redacted]}} per day, NOPB anticipates adding approximately one LIT train per day after terminal commissioning and traffic development in Year 5 (for a total of {{[redacted]}} per day). *See id.*

In the Avondale/AGG area, UP and NS project {{[redacted]}} trains per day to {{[redacted]}} trains per day, and NOPB anticipates adding

approximately one local train per day. *See id.* Actual daily operations will be governed by customer demand, train readiness, receiving-yard acceptance, route availability, and host dispatching windows.

(2) Impacts on commuter or other passenger service operated over a line which is to be downgraded, eliminated, or operated on a consolidated basis.

NOPB proposes to coordinate freight movements with passenger-service windows and to preserve host dispatching authority. Coordination would occur during the joint operations calls that are held every day among NOPB and the Class I carriers at 5:30 a.m., 2:00 p.m., and 10:00 p.m. *See* Watson Bryant V.S. at ¶ 19. Route selection would account for passenger trains, receiving capacity, curfews, maintenance, and other genuine operating constraints.

(3) Operating economies, which include, but are not limited to, estimated savings.

NOPB's proposed operations will generate meaningful operating economies across the New Orleans Terminal: (i) eliminating redundant intermediate Class I yard handlings and interchange delays for Avondale/AGG and LIT traffic by enabling NOPB to switch and block those cars directly to and from connecting line-haul carriers; (ii) reducing congestion and block-swapping on constrained riverfront Front Belt tracks by shifting cross-terminal interline transfers onto the Back Belt when that corridor offers a more direct, fluid path between East Bank and West Bank yards; and (iii) minimizing avoidable train dwell, missed interchange windows, and locomotive crew expirations (recrews) across the terminal.

(4) Any anticipated discontinuances or abandonments.

There are no planned abandonments or discontinuances as a result of the trackage rights proposed in this Responsive Application.

1180.11(a) Transnational and other informational requirements. For applicants whose systems include operations in Canada or Mexico, applicants must explain how cooperation with the Federal Railroad Administration would be maintained to address potential impacts on operations within the United States of operations or events elsewhere in their systems.

Not applicable. NOPB currently operates only within the United States and would continue to do so if NOPB were granted the trackage rights it seeks.

1180.11(b) All applicants must assess whether any restrictions or preferences under foreign or domestic law or policies could affect their commercial decisions, and discuss any ownership restrictions applicable to them.

NOPB is not a privately owned corporation and has no private shareholders or private equity ownership. Rather, NOPB is a public switching and terminal railroad established and governed as a political subdivision of the State of Louisiana pursuant to La. R.S. 33:4530 *et seq*. Under its enabling statute, the "primary and specific purpose [of NOPB] . . . is to promote economic growth and development in trade and commerce through the operation of a neutral switching and terminal carrier for the New Orleans rail gateway." La. R.S. 33:4530(D).

As a political subdivision of the State of Louisiana, NOPB is subject to certain laws, including but not limited to: Louisiana public contracts law, La. R.S. 9:2778 (prohibiting public contracts that require disputes arising thereunder to

be resolved in a jurisdiction outside of Louisiana or apply the law of another jurisdiction) and La. R.S. 38: 2181, *et seq*. (establishing general rules and prohibitions on public contracts) ; Louisiana Public Bid Law, La. R.S. 38:2211, *et seq*. (establishing rules for letting public contracts), and Louisiana Public Records Law, La. R.S. 44:1, *et seq* (establishing rules for keeping and disclosing public records). Notwithstanding these laws, neither foreign nor domestic law or policy imposes any restriction or preference that could improperly affect NOPB's commercial or operational decisions. On the contrary, NOPB's statutory mandate under Louisiana law and its common-carrier obligations under 49 U.S.C. Subtitle IV align completely in requiring NOPB to operate as an impartial, neutral switching and terminal carrier.

CONCLUSION

For the reasons set forth above, NOPB respectfully requests that the Board approve its Responsive Application as a condition to any approval of the Proposed Transaction, and grant NOPB nonexclusive trackage rights: (1) over NS's Back Belt and associated connections for cross-terminal interline movements and carrier interchange; (2) through NS's Oliver Yard and over NS's Chalmette Branch to directly reach, switch, and serve the future LIT; and (3) through UP's Avondale Yard and associated connecting tracks to directly reach, switch, and serve customers and port-related facilities in the Avondale/AGG area. NOPB further requests that the Board impose a condition requiring the combined carrier to implement a neutral, transparent "first come, first served" freight dispatching

protocol across the New Orleans Terminal (for ready freight trains with confirmed receiving-yard acceptance, subject to statutory preference for Amtrak passenger service), as set forth herein.

Respectfully submitted,

By: /s/
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ATTORNEYS FOR NEW ORLEANS PUBLIC BELT RAILROAD COMMISSION FOR THE PORT OF NEW ORLEANS

Michelle W. Scelson
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(504) 528-3448

Dated: November 18, 2026

SIGNATURE OF CHIEF EXECUTIVE OFFICER OF APPLICANT
NEW ORLEANS PUBLIC BELT RAILROAD COMMISSION
FOR THE PORT OF NEW ORLEANS

Required by 49 C.F.R. § 1180.4(c)(2)(i)

I, Beth Ann Branch, declare under penalty of perjury that the statements in this Responsive Application are true and correct to the best of my knowledge and belief. I certify that, as Chief Executive Officer of the New Orleans Public Belt Railroad Commission for the Port of New Orleans ("NOPB"), I am duly authorized to sign, verify, and file this Responsive Application on behalf of NOPB.

Executed on this 16th day of November, 2026.

Beth Ann Branch

Beth Ann Branch

CERTIFICATION OF THE SECRETARY OF APPLICANT
NEW ORLEANS PUBLIC BELT RAILROAD COMMISSION
FOR THE PORT OF NEW ORLEANS

Required by 49 C.F.R. § 1180.4(c)(2)(i)

I, Todd Murphy, Secretary and Treasurer of the New Orleans Public Belt Railroad Commission for the Port of New Orleans ("NOPB"), certify that Beth Ann Branch, as Chief Executive Officer of NOPB, is duly authorized to sign, verify, and file this Responsive Application on behalf of NOPB.

Executed on this 16 th day of November, 2026.

Todd Murphy

CERTIFICATE OF SERVICE

I hereby certify that on this 18th day of November, 2026, a copy of the foregoing Responsive Application of New Orleans Public Belt Railroad Commission for the Port of New Orleans (NOPB-3) was served by electronic mail upon all Parties of Record. Highly Confidential workpapers subject to the Protective Order are available upon request by any party of record who has executed the Highly Confidential Undertaking.

/s/
Audrey E. Lane

APPENDIX A
OPINION OF COUNSEL

OPINION OF COUNSEL

Required by 49 C.F.R. § 1180.6(a)(4)

As counsel for New Orleans Public Belt Railroad Commission of the Port of New Orleans ("NOPB"), the Responsive Applicant herein, I have reviewed the foregoing Responsive Application and am familiar with the transaction proposed therein. It is my opinion that the proposed transaction meets the requirements of the law, is within the powers of NOPB, and will be legally authorized and valid, if approved by the Surface Transportation Board. Pursuant to NOPB's bylaws, effective January 22, 2026, Article XI(ix), "the Chief Executive Officer shall have the authority to enter into agreements with other railroads . . . provided that consultation with at least two of the Commission's officers, one of whom must be the Chairman, occurs prior to execution of the agreement." I have confirmed that the requirements of Article XI(ix) have been met.

Executed on this 16th day of November, 2026.

Michelle W. Scelson
Chief Administrative Officer & General Counsel

APPENDIX B
VERIFIED STATEMENT

VERIFIED STATEMENT

of

TOMEKA WATSON BRYANT

PUBLIC VERSION

BEFORE THE

SURFACE TRANSPORTATION BOARD

FD 36873

UNION PACIFIC CORPORATION AND
UNION PACIFIC RAILROAD COMPANY
—CONTROL—
NORFOLK SOUTHERN CORPORATION AND
NOROLK SOUTHERN RAILWAY COMPANY

FD 36873 (Sub-No. 31)

NEW ORLEANS PUBLIC BELT RAILROAD COMMISSION
FOR THE PORT OF NEW ORLEANS
—TRACKAGE RIGHTS—
NORFOLK SOUTHERN RAILWAY COMPANY AND
UNION PACIFIC RAILROAD COMPANY

VERIFIED STATEMENT OF TOMEKA WATSON BRYANT

IN SUPPORT OF THE RESPONSIVE APPLICATION OF THE NEW ORLEANS PUBLIC BELT RAILROAD COMMISSION FOR THE PORT OF NEW ORLEANS

November 18, 2026

I. QUALIFICATIONS AND BACKGROUND EXPERIENCE

1. My name is Tomeka Watson Bryant, and I am sponsoring the Operating Plan (Exhibit 15) of the Responsive Application of the New Orleans Public Belt Railroad Commission for the Port of New Orleans ("NOPB") in FD 36873 (Sub-No. 31). I am the General Manager and Chief Strategy Officer for NOPB. I have been the General Manager of the NOPB since June of 2022 and, in July of 2025, I was promoted to include the role of Chief Strategy Officer.

2. I have worked at the NOPB since 2017. I was initially hired in July of 2017 as a Trainmaster. In January of 2019, I was promoted to Manager, Operating Practices and oversaw safety and training and, in the following January (2020), I transitioned to Manager, Marketing and Sales. In January of 2022, I was promoted to Director, Marketing and Sales and to General Manager in June of 2022.

3. As the General Manager and Chief Strategy Officer of the NOPB, I direct the daily operations of the NOPB, including operational, engineering, commercial and safety strategy, process improvement initiatives, labor relations, grant initiatives, capital improvement projects, government and community relations, accounting, and finance. I am also responsible for driving transformative, long-term growth strategies to enhance revenue, optimize asset utilization, expand intermodal capabilities, and shape the next generation of regional freight logistics and infrastructure. Unlike Class I terminal operating personnel, who frequently rotate in and out of assignments in New Orleans and are tasked primarily with advancing their individual railroad's network priorities, my nearly decade-long tenure across NOPB's operating, safety, commercial, and executive ranks has focused continuously on a single overarching mandate: maintaining neutral, end-to-end fluidity across the entire New Orleans Terminal for all six connecting Class I carriers and the shipping public. I am also the first African American woman and youngest person to lead a short line railroad in the United States.

4. In addition to my direct job responsibilities as General Manager and Chief Strategy Officer, in these roles, I also serve on the New Orleans Regional Planning Commission ("NORPC"), Transportation Policy Committee. The NORPC serves as the regional planning agency and official metropolitan planning organization for Southeast Louisiana, coordinating transportation, environmental, economic development, and general planning across the region. The NORPC's Transportation Policy Committee serves as the Metropolitan Planning Organization ("MPO") governing decision-making body regarding Federal transportation planning and programming. I am a Board Member for the Central Region of the American Shortline and Regional Railroad Association ("ASLRRA") and in that role, I work to advance industry issues, strengthen the voice of short line railroads, and ensure the programs, policies, and advocacies align with the needs of our members. Additionally, I was appointed by the Governor to serve as a Board Member of the Louisiana Ports and Waterways Investment Commission ("LAPWIC"). LAPWIC serves as an advocate for all of the state's ports and waterways investment interests and is charged with articulating a vision for the future of the state's ports and waterways and developing a strategic plan and investment program. Finally, I am also a Board Member of the Pirates Excellence Foundation, a non-profit organization dedicated to advancing excellence in the Pass Christian, Mississippi public school district by awarding student scholarships and teacher grants and supporting school programs. In the past, I served as the Vice President for National Contract Management Association New Orleans, Mardi Gras chapter.

5. During my time working for the NOPB, I have been the recipient of a number of awards to which I am very honored and many focusing on my knowledge, influence, and commitment to the New Orleans area. Earlier this year, I was recognized by the American Heart Association of Greater New Orleans with the Women in Stem Award. In 2025, I was named the New Orleans City Business, Woman of the Year and in 2024, I was named one of Biz New Orleans' Executives

of the Year, and recognized specifically as one of the most influential, involved, and inspiring business leaders in the New Orleans Area.

6. Multiple publications in the rail industry have recognized my contributions to the industry. Most recently, in 2025, Progressive Railroading named me a Rising Star. In 2022, I was named by Railway Age Magazine as one of the leading Women in Rail and was recognized at the Rail and Maritime Summit in Chicago for my strong and steadfast leadership in the rail industry. Railway Age Magazine named me in its 2021 "20 under 40," and a runner up in its 2022 "10 under 20." Elon University, where I received my B.S. in exercise science in 2013, inducted me into its Hall of Fame in 2021.

7. I regularly speak at various industry association and other transportation focused groups. Most recently, I presented on Artificial Intelligence in maritime and logistics at Breakbulk Americas, a leading event for the breakbulk and project cargo industry that connects shippers, carriers, freight forwarders, logistics providers and ports. I sat on a panel at the National Association of Rail Shippers 2023 meeting discussing progress and goals for bringing greater diversity in the railroad industry. I was also the Keynote Speaker at Women's International Shipping and Trading Association ("WISTA") USA's Annual General Meeting in May 2026 on maritime logistics and women in leadership.

8. Prior to joining the NOPB, I was working in the trucking industry as a Senior Account specialist and then in June of 2015, I was selected to participate in the management training program at CSX Transportation, Inc. where I worked as a trainmaster until joining the NOPB in 2017. I am a certified conductor and have maintained this certification since 2015. I am also a certified remote-control operator. In my extensive career in the railroad industry, I have various certifications beyond being a conductor, including completion of comprehensive programs in both the General Code of Operating Rules ("GCOR") as well as Federal Railroad Administration

("FRA") training in safety implementation including drug and alcohol related testing and programming. I graduated from Elon University in 2013 and received my M.B.A. from Pfeiffer University in 2017.

II. NOPB HISTORY, MISSION, ROLE, AND NEUTRAL FUNCTION

9. NOPB's predecessor, the Public Belt Railroad Commission for the City of New Orleans (the "City Commission") was created in 1904, construction began in 1905, and in 1908, it began operating. Its founding principle was to establish an independent publicly-owned railroad to assure neutral pricing and competitive switching service to Port of New Orleans' facilities, customers, and industries. *See* Ordinance No. 2683, New Counsel Series, City of New Orleans, approved October 8, 1904 ("The present [railroad] system ...belonging to various corporations, whose competitive interest compel delays and restrictions, at times amounting to prohibitions;" and thus, the public belt railroad was devised "whereby all railroads, all industries and all water craft be enabled to transfer goods without restriction, discrimination or delay"). In 2018, the City Commission assigned and transferred its rights and interest in the public belt railroad to the New Orleans Public Belt Railroad Corporation (the "Corporation"), a wholly owned subsidiary of the Board of Commissioners of the Port of New Orleans ("Port of New Orleans"), a political subdivision of the State of Louisiana. Pursuant to La. Rev. Stat. 33:4530, *et seq*., effective October 1, 2020, the rights and interests of the Corporation were transferred and assigned to the NOPB, a newly-created independent political subdivision of the State. *See New Orleans Pub. Belt R.R. Comm'n for the Port of New Orleans—Acquisition & Operation Exemption—New Orleans Pub. Belt R.R. Corp.*, FD 36419 (STB served Aug. 27, 2020). The Board of the NOPB is composed of the members of the Board of the Port of New Orleans, who are appointed by the Governor of Louisiana. The dual role is to ensure practical governance and decision making with the best interest of both entities and the greater regional transportation network. While NOPB coordinates

closely with the Port of New Orleans, NOPB operates as a financially self-sustaining entity funded by its own operating revenues, and NOPB does not intend to seek governmental financial assistance to carry out the operations proposed in its Responsive Application.

10. NOPB is not a privately owned or profit-seeking enterprise; under its enabling statute, its primary and specific purpose "is to promote economic growth and development in trade and commerce through the operation of a neutral switching and terminal carrier for the New Orleans rail gateway." La. Rev. Stat. § 33:4530(D). Today, NOPB is a Class III terminal and switching railroad that interchanges with all six Class I railroads at established Terminal interchange points: (1) BNSF Railway Company at Avondale Yard (utilizing BNSF locomotive power under current arrangements); (2) UP at Southport Junction (where UP delivers interchange traffic to NOPB) and Avondale Yard (where NOPB delivers traffic to UP utilizing UP locomotive power under current arrangements); (3) Illinois Central Railroad Company (a U.S. subsidiary of Canadian National Railway Company) at Mays Yard (East Bridge Junction); (4) NS at Oliver Yard; (5) CSX Transportation, Inc. at Gentilly Yard; and (6) The Kansas City Southern Railway Company (a U.S. subsidiary of Canadian Pacific Kansas City Ltd.) at West Yard. NOPB's public mandate is two-fold: providing neutral origin and destination switching for Port of New Orleans' facilities and local industries, and serving as an impartial intermediate switching conduit between connecting line-haul railroads across the New Orleans Gateway.

11. By car volume, New Orleans is the nation's fourth largest rail terminal. NOPB owns and operates approximately 29.3 route miles of main line track in New Orleans, operates over approximately 3.95 route miles of combined incidental and ancillary trackage rights, and maintains approximately 91 miles of total track (including yard, classification, siding, and industrial tracks). NOPB owns the Huey P. Long Bridge, the longest and highest railroad bridge in the United States, and maintains the railroad portion of the bridge.

12. The testimony below addresses the present operation of the New Orleans Terminal, the operational need for the relief requested in NOPB's Responsive Application, the manner in which NOPB would use the requested rights, NOPB's ability to perform the proposed operations, and the anticipated operational and public benefits.

III. CURRENT NEW ORLEANS TERMINAL OPERATIONS AND MERGER-RELATED NEED FOR RELIEF

13. NOPB requests nonexclusive trackage rights over three segments of the combined carrier's New Orleans terminal network, each tailored to a specific operational purpose (as shown in overview on Map A in Exhibit 1 to the Responsive Application): (1) trackage rights over NS's Back Belt, including necessary connections, sidings, yard tracks, crossovers, and access to Oliver Yard, for the purpose of moving traffic through the terminal and conducting interchange with connecting line-haul carriers; (2) trackage rights through NS's Oliver Yard and over NS's Chalmette Branch, including all necessary sidings and connecting tracks, for the purpose of reaching and providing neutral terminal and switching service to and from the future Louisiana International Terminal ("LIT"); and (3) trackage rights over UP's main line, including headroom to the west of Avondale Yard, and UP-owned portions of Avondale Yard, together with the leads, sidings, and connecting tracks necessary for the purpose of directly reaching, switching, and serving current and future customers and port-related facilities located between Avondale Yard and the Mississippi River at and near Avondale Global Gateway ("AGG").

14. The New Orleans Terminal is a shared operating environment involving all six Class I railroads, NOPB, passenger operations, port facilities, industrial customers, bridges, yards, junctions, and connecting routes. Practical capacity depends not only on physical track, but also on the alignment of qualified crews, locomotives, receiving tracks, dispatching authority,

passenger windows, maintenance work, special event restrictions, and each carrier's operating plan.

15. Fluidity in the Terminal is vital to NOPB, the Port of New Orleans, local industries, all six connecting Class I railroads, and the regional and national economy. Because each Class I carrier naturally prioritizes its own trains, crews, and line-haul schedules—evaluating the New Orleans Terminal through the lens of its own parochial network objectives—NOPB serves as the institutional constant in the Terminal. Whereas Class I operating personnel regularly rotate in and out of New Orleans, NOPB's permanent focus and statutory mandate is to look after the fluidity of the terminal as a whole, bridging competing railroads and keeping traffic moving regardless of which carrier handles the line-haul. Even today, however, the Terminal experiences congestion and substantial dwell. Contributing conditions include congestion on the Back Belt, movement through the East Bridge interlocking at the east end of the Huey P. Long Bridge, crew availability, receiving-yard limitations, long trains, and missed operating windows.

16. The merger applicants state that their transaction will eliminate certain interchange handoffs now occurring between UP and NS on the Back Belt. *See* Am. Appl. Vol. 2 at 618. At the same time, their filed operating plan projects an increase of eight trains per day on the Back Belt. *See id.* at 768 (Gehringer/Orr Operating Plan V.S. at ¶ 328). An increase in movements on a corridor that already experiences congestion and dwell increases the importance of practical service-recovery options and additional operating flexibility.

17. Long inbound trains can be difficult to receive and process within legacy terminal facilities. UP interchange trains operate at lengths of approximately 10,000 to 12,000 feet per the daily operating calls amongst the railroads operating in the New Orleans Terminal. However, CSX's Gentilly Yard's receiving tracks are reported only approximately 9,500 and 8,500 feet and the longest usable receiving tracks at NS's Oliver Yard are approximately 5,000 feet. These

discrepancies require staging, cutting, block work, and/or occupation of a main track while a train is accepted or classified at these yards, causing block crossings and traffic delays and disruption.

18. Crew availability is another constraint. A train may be ready, a route may be available, and a receiving yard may be able to accept the train, yet the carrier may miss its operating window because it does not have a qualified and rested crew available at that time. This may result from an unexpected shortage, hours-of-service limitations, crews displaced by earlier congestion, prior missed windows, service interruptions, and/or a temporary mismatch among trains, crews, and yard capacity.

19. The railroads operating in the New Orleans Terminal conduct three joint operations calls every day at 5:30 a.m., 2:00 p.m. and 10:00 p.m. Those calls identify anticipated trains, train readiness, receiving-yard limitations, crew availability, passenger-service windows, planned work, special-event restrictions, and other conditions affecting the daily operating plans. NOPB proposes to use this established process to identify recurring or anticipated movements under the requested rights, while preserving direct coordination with the relevant yards and dispatchers before execution.

20. During the past eight years, NOPB and its predecessor, and its Class I partners have improved shared operating visibility and coordination in the Terminal. These improvements include cameras at locations throughout the Terminal and expanded access to computer-aided dispatch information. These systems give NOPB real-time or near-real-time information needed to identify available operating windows and coordinate qualified local crews. However, these efforts have not alleviated the fluidity and dwell problems in the New Orleans Terminal area.

21. Dwell delay remains an ongoing problem for the New Orleans Terminal and varies by receiving railroad. According to the quarterly New Orleans Terminal Steering Committee meetings and the compiled dwell data provided by UP for those meetings, it is evident that dwell

remains a consistent problem. For 2025, reported car-level entrance-to-exit dwell ranged from 20.6 hours for NS to 32.1 hours for CSX, an 11.5-hour difference (This date excludes cars with dwell exceeding 72 hours). At the train level, reported segment dwell was 14.3 hours in 2025, compared with 10.7 hours in 2016, while reported through dwell was 14.7 hours in 2025, compared with 14.9 hours in 2016 and 10.5 hours in 2020. These figures show that the Terminal has not achieved a sustained elimination of dwell and delay and that receiving-yard capacity, crew coordination, interchange timing, dispatching, and route availability remain operationally important. *See* New Orleans Terminal Steering Committee PowerPoint (Feb. 12, 2026), attached as Exhibit "A" to Responsive Application.

22. Amtrak operates numerous passenger trains and services to and from New Orleans over various routes, and there are no commuter rail services operated over the lines at issue. According to the Primary Applicants' operating plan, NS is coordinating with Amtrak to implement infrastructure improvements on the Back Belt, including new crossovers, related to Amtrak's Mardi Gras Service. *See* Am. Appl. Vol. 2 at 767. The rights NOPB seeks to improve overall network fluidity and reduce dwell will ensure that passenger service is not harmed by the effects of the proposed merger. The LIT trackage rights that NOPB seeks will have zero impact on Amtrak service as no passenger trains overlap in the routing or interlockings necessary to access the LIT facility. Regarding the minimal additional train traffic contemplated by NOPB in seeking these rights, the additional fluidity that will be gained by NOPB's proposal—combined with the planned Back Belt crossover improvements—will far outweigh one additional local round-trip train per day over the Huey P. Long Bridge to Avondale and one to two round-trip trains per day on the NS Back Belt.

23. Discussion of the additional movements on one of the three daily Terminal operations calls would not authorize the movement itself. Before departure, the originating and receiving carriers

would confirm the consist, destination, documentation, receiving track, and any required cuts or block work; NOPB would confirm crew availability and qualification; and the appropriate dispatcher and yard authority would issue the required authority.

IV. NATURE AND SCOPE OF NOPB'S REQUESTED RELIEF

24. The requested relief is intended to respond to operational and competitive concerns that would become more significant if critical UP and NS facilities in the New Orleans Terminal are placed within a single combined and controlled system. The requested LIT rights would provide neutral access to a major new Port facility reached over NS-controlled Chalmette line infrastructure; the requested Avondale rights would provide independent neutral access through UP-controlled facilities to customers and port-related development west of the Huey P. Long Bridge; and the requested Back Belt rights would preserve routing optionality between NOPB's Front Belt and NS's Back Belt while also making NOPB crews available when needed to carry out an authorized movement. NOPB seeks only the authority necessary to address those merger-related concerns. NOPB does not seek a transfer of ownership, exclusive rights, general line-haul authority, or control of host-carrier dispatching. Routing between NOPB's Front Belt and the Back Belt would take account of train length, route availability, riverfront curfews, passenger operations, work events, speed restrictions, equipment limitations, receiving capacity, and bona fide network constraints. The routes would be complementary rather than interchangeable in all circumstances.

25. All three requested categories of rights would be neutral and nonexclusive. NOPB would provide switching, terminal, interchange, or crew-supported movement services without favoring a particular line-haul carrier as it and its predecessors have for over 100 years. The owning/host railroad would retain ownership, dispatching authority, and maintenance responsibility.

26. NOPB would not depart with a train unless the receiving yard had affirmatively accepted the train and identified a receiving or interchange track. This requirement is important because allowing a train (whether it be an NOPB train or a train of any other carrier) to depart without receiving capacity can cause the train to occupy a main track while awaiting entry, reducing Terminal fluidity and increasing dwell.

27. NOPB crews would operate only after qualification on the territory and compliance with applicable operating rules, radio, PTC, hours-of-service, inspection, hazardous-material, and emergency-response requirements. For overhead movements, the applicable Class I carrier normally would furnish the locomotives, consistent with NOPB's current handling of approximately 5-10 UP overhead trains per month pursuant to tariff rates and existing arrangements with UP. NOPB locomotives principally would support switching, classification, and local terminal work.

28. NOPB does not request priority over other trains merely because NOPB supplies the crew. At the same time, an otherwise authorized NOPB-handled movement should not be denied or materially delayed solely because NOPB supplies the crew or because the train connects with a competing carrier. This same notion of non-discriminatory dispatching should also apply to every other railroad as well to ensure fairness and fluidity within the New Orleans Terminal.

29. One of largest concerns for rail operations in the New Orleans Terminal were the merger to be approved is that a combined UP and NS would have too much control of the dispatching and operations in the area. Inserting another entity to dispatch the Huey P. Long Bridge and the NS Back Belt at an additional cost to the railroads and shippers is not the answer. Instead, imposing fair and equitable dispatching requirements on the combined entity is the least intrusive and equitable way to address the concern shared by NOPB and all the other railroads operating in the region. This can be accomplished by imposing a first-come, first-served dispatching protocol in

the region providing fair and equal access to everyone. Without this protection, a combined UP and NS would be incentivized to give preference to their own freight traffic while the trains of other carriers sit and wait. Under this protocol, Amtrak passenger trains would continue to be afforded statutory preference over freight traffic pursuant to 49 U.S.C. § 24308(c). This proposal is also measurable after the fact to ensure on a going forward basis that a combined UP and NS are following these dispatching requirements properly.

V. REQUESTED LIT ACCESS RIGHTS AND PROPOSED OPERATIONS

30. LIT, a transformative container terminal being built in Violet, St. Bernard Parish, and currently scheduled to open for service in 2031, is one of the most consequential infrastructure and economic development projects in Louisiana's history. From my perspective overseeing NOPB's strategic planning in partnership with the Port of New Orleans, LIT's success requires that container traffic moving through the facility have direct, fluid switching access to all six Class I railroads serving the New Orleans Terminal. Because LIT is located on NS's Chalmette Branch, reaching NOPB's interchange network from LIT requires traversing the Chalmette Branch and NS's Oliver Yard. Today, NS operates strictly east of New Orleans and relies on Terminal interchanges at New Orleans to move traffic west. If UP and NS combine without NOPB's requested condition, however, a single combined carrier will control both the physical rail throat into LIT (Oliver Yard and the Chalmette Branch) and a continuous western network—leaving NOPB's ability to serve LIT, and LIT customers' ability to reach competing line-haul carriers through NOPB, dependent on the operating priorities, yard handling, and commercial decisions of the combined UP/NS system. NOPB therefore proposes to provide neutral terminal, switching, and overhead service directly to LIT and associated facilities on Port property near or adjacent thereto after the terminal is commissioned and the final track, signal, security, and operating configuration is available.

31. It is also notable that NS seeks to have NOPB be the switching carrier for the LIT terminal itself. *See* Mark R. George Letter (September 9, 2026), attached as Exhibit "B" to Responsive Application. NOPB's involvement in providing the switching service for LIT only enhances its ability to operate fluidly and in concert with NS over the Chalmette Branch Line. NS indicates that it plans to operate a single train a day to and from LIT. *See id*. NOPB can easily operate an additional train per day over the same route without creating congestion or dwell. The competitive benefits to the shippers and customers by having an additional neutral carrier service the facility will help ensure that competition is not only preserved but also enhanced by the proposed merger.

32. To provide that service, NOPB seeks nonexclusive trackage rights beginning at Milepost 9.9 of NOPB's Front Belt, continuing through NS's Oliver Yard and lead tracks for headroom north of Oliver Jct. to MP 193.5 NO, and continuing over NS's Chalmette Branch from Milepost 8.1 NT to approximately Milepost 9.3 LS in Violet, St. Bernard Parish, Louisiana, including the terminal, connecting, receiving, departure, classification, interchange, and headroom tracks reasonably necessary to reach and serve LIT, as shown on Map B and Map C (and Map D for the proposed LIT layout) in Exhibit 1 to the Responsive Application.

33. NOPB's anticipated functions include receiving and delivering LIT traffic for the line-haul carrier selected by the customers, assembling and staging cars or blocks, performing switching within the terminal or associated support yard, and exchanging cars or blocks with connecting carriers at designated Terminal interchange points. NOPB is also slated to serve as the terminal switcher within LIT. *See id*. A neutral terminal switcher would reduce the need for each line-haul carrier to duplicate local terminal functions and would help ensure that the merged UP/NS entity does not become the practical gatekeeper for rail access to the publicly-owned LIT.

34. NOPB presently estimates, for planning purposes, that the LIT rights would support approximately one round trip train movement per day to and from LIT after LIT is operational.

This is not a guaranteed fixed service level. Actual frequency will depend on terminal volumes, customer demand, final train design, receiving capacity, crew and locomotive availability, dispatching windows, and the as-built terminal configuration.

35. At initial implementation, NOPB does not presently anticipate a separate crew increase solely for LIT because service will begin only after the terminal becomes operational and volumes develop. By year five, under current planning assumptions, NOPB anticipates at least one additional two-person crew and potentially up to two additional locomotives for the Chalmette Branch and LIT-related service. These estimates will need to be updated against final volume forecasts and operating requirements.

36. The current LIT design also includes a support yard that could serve LIT and other customers on the Chalmette Branch Line. As an additional opportunity, NOPB could move eligible traffic between Oliver Yard and the LIT support yard, permitting the combined carrier to serve Chalmette Branch customers from Oliver Yard or LIT and reducing one layer of operating complexity when NOPB serves as the terminal switcher within LIT.

VI. REQUESTED AVONDALE TRACKAGE RIGHTS AND PROPOSED OPERATIONS

37. NOPB currently accesses portions of UP's Avondale Yard for interchange-related operations. That access consists of operating rights associated with interchange service as the route moves west off the NOPB-owned Huey P. Long Bridge. Those interchange-related operating rights, however, do not provide NOPB with independent trackage rights through the yard and over the connecting tracks needed to provide direct service to customers and port-related facilities between Avondale Yard and the Mississippi River at or near AGG. Currently, about 71% of the traffic NOPB receives out of AGG via switch from UP is for interchange to railroads other than

UP and NS. Today, because UP does not own an eastern rail network, UP must interchange Avondale customers' eastbound traffic with an eastern carrier at New Orleans. Post-merger, however, the combined UP/NS system would control both the physical switching leads at Avondale and a continuous line-haul route extending east from New Orleans. Without the requested trackage rights allowing NOPB to provide a neutral local-service option, NOPB and the Avondale customers—including the 71% of NOPB-handled AGG traffic moving to non-Applicant carriers—would remain dependent on the combined carrier's intermediate yard handling and operating priorities to complete the Avondale portion of movements that NOPB otherwise could perform directly and neutrally.

38. NOPB therefore seeks nonexclusive trackage rights starting at NOPB's Milepost J8.3 at West Bridge Junction in Avondale, Louisiana, continuing to Milepost 14.9 at Live Oak Boulevard, and including over any segment also used under its current interchange operating arrangement, together with the switches, leads, sidings, and connecting tracks within and beginning in the UP-owned portions of Avondale Yard necessary for the purpose of directly reaching, switching, and serving current and future customers and port-related facilities located between Avondale Yard and the Mississippi River at and near AGG, as shown on Map E and Map F in Exhibit 1 to the Responsive Application. The trackage rights over UP's main line extending west of Avondale Yard to Milepost 14.9 at Live Oak Boulevard would be used exclusively for headroom to switch and service customers in or near AGG, as the switches into the customer tracks are serviced only from the west.

39. NOPB does not seek access to any separately owned BNSF track or facilities at Avondale. Each Avondale movement would be coordinated with UP. The movement plan would identify the customer or terminal track, route through the yard, required headroom, locomotive placement,

switching sequence, and return path. NOPB would not enter occupied or protected track without required authority.

40. Under the present arrangement, traffic associated with AGG that NOPB handles may be interchanged with UP at Southport on the east side of the Mississippi River rather than served directly at Avondale. An AGG car may be handled at least seven times before final interchange. For example, UP currently pulls cars from AGG and moves them to its Avondale Yard where it is switched into a NOPB block/train. Once the NOPB train is ready for interchange, it is pulled by a UP crew over the Huey P. Long Bridge to Southport where it is then interchanged with the NOPB. The NOPB then pulls the train from Southport to its Cotton Warehouse Yard for classification. Once classified, it is then delivered in interchange to the designated carrier. If NOPB had direct access, it could pull the cars directly from AGG and bring them to Cotton Warehouse Yard for classification and interchange to the designated carrier, reducing handling by approximately 50 percent and improving dwell or interchange time by at least 48 hours.

41. AGG is reported to forecast approximately 11,500–16,500 railcars during the next five years. *See* Avondale Global Gateway PowerPoint, attached as Exhibit "C" to Responsive Application. If NOPB is granted the requested trackage rights in and around Avondale Yard, NOPB forecasts {{[redacted]}} when construction of additional tracks at AGG is expected to be complete. *See* NOPB Economic Analysis, Avondale at line 23. Direct NOPB access would provide a neutral switching option for existing and future traffic, reduce unnecessary intermediate handling, and preserve Avondale customers' practical connections to competing line-haul railroads. Again, currently about 71% of the traffic NOPB receives out of AGG via switch from UP is for interchange to railroads other than UP and NS.

42. NOPB presently estimates that AGG and the Avondale service area would support approximately one NOPB round-trip switching movement per day to service Avondale customers over the next five years.

43. NOPB anticipates adding one three-person crew during the first year of Avondale service. No further Avondale-specific crew increase is presently anticipated during the five-year planning horizon, subject to actual traffic growth. NOPB does not presently anticipate additional locomotives solely for Avondale service during that period.

VII. REQUESTED BACK BELT RIGHTS AND TERMINAL-FLUIDITY OPERATIONS

44. The primary operating purpose of NOPB's Back Belt request is to establish route redundancy and practical routing optionality between NOPB's Front Belt and NS's Back Belt. The two routes form complementary paths through the New Orleans Terminal, but NOPB presently can use only the Front Belt. NOPB therefore seeks nonexclusive trackage rights over NS's Back Belt main line extending from the connection with CN at East Bridge Junction (Milepost 0.0) in Jefferson Parish, Louisiana, to Oliver Junction at the north end of NS's Oliver Yard (Milepost 7.9 NT), including sidings and tracks necessary to access Oliver Yard north to MP 193.5 NO and south to the NOPB mainline, a distance of approximately 9.9 mainline miles, including sidings and yard tracks necessary to access NS's Oliver Yard, as well as an ingress/egress connection at Elysian Fields (Milepost 7.0) to access CSXT's line and Gentilly Yard in New Orleans, Louisiana, together with the connections, receiving tracks, departure tracks, crossovers, interchange tracks, and headroom reasonably necessary for the purpose of moving interline traffic through the terminal and conducting interchange with connecting line-haul carriers, as shown on Map C and Map G in Exhibit 1 to the Responsive Application.

45. That route optionality is particularly important in light of the proposed merger. The transaction would place the Back Belt and other NS facilities within the same combined system and dispatching control as UP's Huey P. Long Bridge route and Avondale facilities, and the merger applicants reportedly project additional train movements on the Back Belt. Granting NOPB access to the Back Belt would allow it to select the route best suited for an authorized movement. In other words, NOPB could use the Front Belt when train length, riverfront curfews, passenger operations, receiving capacity, and other conditions permit, and, in situations where it could not practicably use the Front Belt, it could use the Back Belt. This flexibility would allow the two routes to function as complementary Terminal assets rather than leaving NOPB and competing carriers' traffic dependent on a single combined carrier's route and operating choices.

46. In 2024, UP approached me to discuss a directional-running arrangement using NOPB's Front Belt and NS's Back Belt. Although those discussions progressed, the parties did not ultimately execute any agreement; rather, shortly thereafter, UP and NS filed their merger application. This history is operationally significant. UP already has an arrangement under which NOPB handles approximately 5 - 10 overhead trains for UP over the Front Belt. UP therefore has endorsed, through existing operations or concrete negotiations, the central operating concept NOPB proposes here: using NOPB as a neutral local operator to obtain practical routing optionality between the two routes. Nothing identified in the merger application or the Applicants' proposed combined operations eliminates the operating logic of that concept. To the contrary, the projected increase in Back Belt movements and the placement of both routes and related facilities within one combined system make enforceable route optionality more important.

47. As previously mentioned, NOPB currently uses its Front Belt to conduct interline transfers and interchange with all six Class I carriers and also to supply crews for authorized through-freight movements across the terminal at the request of connecting carriers, as it currently does for UP.

Typically, when NOPB handles such a through-freight movement, the originating or line-haul carrier retains the train in its account and supplies the locomotives, while NOPB provides the qualified crew to operate the train across the terminal over the Front Belt. If the requested Back Belt trackage rights are granted and the Back Belt is the more appropriate route, NOPB could handle cross-terminal interline transfers and crew-supported through-freight movements over the Back Belt as well. This capability would allow NOPB to deploy qualified, available crews over either corridor to make use of that routing optionality and provide operational resiliency and efficiencies to the various carriers in the Terminal when they experience congestion, hours-of-service limitations, service interruptions, missed windows, or temporary crew imbalances.

48. A representative example is a CSX train ready at Gentilly Yard for interchange to UP at Avondale when CSX does not have an available crew and a portion of the Front Belt is out of service for routine maintenance. During one of the three daily Terminal operating calls, CSX, UP or the combined carrier, and NOPB could identify the train, crew issue, receiving capacity, and candidate route. UP would confirm that Avondale can receive the train and designate a track. CSX would provide the consist, hazardous-material documentation, locomotive information, and required inspection or brake-test records and interchange the train to NOPB. NOPB would assign a rested and qualified crew, obtain the necessary dispatching and yard authority, operate the train on the Back Belt using the applicable carrier's locomotives, place and secure the train on the designated track, report exceptions, and communicate completion. If NOPB did not have access to the Back Belt, and the Front Belt was otherwise unavailable, it would not be able to provide this service to assist with service-recovery in the Terminal.

49. The example is illustrative rather than exclusive. Comparable authorized movements could involve other carriers, directions, terminals, or service-recovery circumstances. The

common requirements would be train readiness, receiving acceptance, an approved route, a qualified NOPB crew, compliant equipment and documentation, and dispatching authority.

50. A BNSF-to-CSXT interline movement is another representative use. If BNSF and CSXT crew availability, yard capacity, or operating plans do not align, NOPB could move the train across the Back Belt and necessary delivery tracks to complete the movement using carrier-supplied locomotives. The same concept could apply to UP-CSX, UP-NS, CSX-UP, NS-UP, and other agreed carrier combinations, in either direction when the train is ready, the receiving yard accepts the movement, and the dispatcher authorizes the route.

51. Currently, NS interchanges with CN in New Orleans. The Applicants' proposed operating plan suggests moving this interchange to Baton Rouge. This interchange could continue in New Orleans. If NOPB is granted the Back Belt rights, the UP-NS merged entity could continue to interchange with CN in New Orleans with the assistance of NOPB. To that end, NOPB would offer to interchange UP-NS cars from CN's Mays Yard and deliver to either Avondale Yard or Oliver Yard and, based on the state of the Terminal, would use either the Back Belt or the Front Belt for said movement. The exact origin, destination, route, interchange tracks, frequency, and current-versus-proposed handling would need to be confirmed between the parties.

52. NOPB's Front Belt and the Back Belt have different operating characteristics, which is why access to both routes is operationally valuable for the local and national rail network and economy. The Front Belt passes through the French Quarter, has an approximate maximum track speed of 10 miles per hour, is subject to an approximate 8,000-foot train-length limit, and may be affected by special-event riverfront curfews. Eligible movements may use the Front Belt when it is operationally suitable, including when doing so would preserve Back Belt capacity for other freight or passenger movements. Back Belt authority is needed for trains exceeding the Front Belt limit, movements affected by curfews, and other circumstances in which the Front Belt is

impracticable. NOPB would determine the proposed route through the daily Terminal operations calls, subject in all instances to receiving-yard acceptance, host dispatching authority, and applicable operating restrictions.

53. Currently, NS must utilize the Back Belt when moving trains in and out of Oliver Yard due to yard capacity issues. NOPB could offer to accept westbound traffic from the combined entity at Oliver Yard, move the traffic to NOPB's Cotton Warehouse Yard or another designated NOPB facility for classification, and deliver the resulting blocks to the combined carrier at Avondale Yard. These services would alleviate the congestion on the Back Belt and create fluidity for the entire Terminal.

54. These services would also reduce switching activity affecting the Bywater community by shifting eligible block work from Oliver Yard (that significantly blocks at-grade crossing in the neighborhood) to an appropriate NOPB classification location. There are safety and community benefits associated with reducing conflicts among trains, vehicles, and pedestrians.

55. NOPB's broader objective is to create a more complete operational belt by connecting the Front Belt and Back Belt through the neutral service provider. The resulting route optionality would allow NOPB, in consultation with the other carriers, to move traffic on the route that is available and operationally more appropriate, rather than limiting the path for certain Terminal movements. NOPB's ability to provide additional support with routing flexibility would reduce the need for footboard interchange or crew starts near I-10 at the west end of the Back Belt (i.e., parking a train on the mainline and having one crew get off and another crew get on to continue the train movement), create crew redundancy, and allow participating carriers to deploy their own crews elsewhere.

56. UP and NS projects increasing their Back Belt volume by eight trains per day. *See* Am. Appl. Vol. 2 at 768. NOPB presently estimates, for planning purposes, that its Back Belt operations

would result in approximately one to two NOPB-handled round trip movements per day, representing one movement shifted from NOPB's existing Front Belt routing and only one net additional train on the Back Belt. (Similarly, on the Chalmette Branch, where UP and NS project one train per day, *see* Mark R. George Letter (Sept. 9, 2026) attached as Exhibit "B" to Responsive Application, NOPB's anticipated one LIT movement per day after commissioning in Year 5 would bring total volume to approximately two trains per day.) Actual daily operations will vary with customer demand, carrier requests, receiving-yard acceptance, crew availability, dispatching windows, train length, route conditions, and the operational suitability of the Front Belt or Back Belt.

VIII. NOPB OPERATIONAL CAPABILITY, RESOURCES, AND SAFETY

57. NOPB currently has 72 operating employees, including 64 qualified conductors and 32 certified locomotive engineers, all of which are certified to operate over the Huey P. Long Bridge and are PTC-qualified. NOPB also has five full-time and two relief yardmasters. Daily staffed jobs or crews vary by day, with reported levels of 17 on Monday, 17 on Tuesday, 18 on Wednesday, 17 on Thursday, 14 on Friday, 10 on Saturday, and 12 on Sunday.

58. While NOPB's operating crews are already PTC-qualified, NOPB does not currently have PTC-equipped locomotives in its existing fleet of 13 locomotives. To utilize the requested trackage rights, NOPB is in the process of having two of its fleet locomotives equipped with PTC (including required PTC radios), targeting mid to late 2027 for completion of that process. If the requested rights are granted, NOPB will cooperate with the combined entity to connect its PTC equipment with the combined entity's PTC back office and intends to commence operations over the Back Belt and in the Avondale area immediately upon consummation of the Proposed Transaction or upon placing its PTC-equipped locomotives into service, whichever occurs later (or immediately upon consummation for any trackage segments not requiring PTC-equipped locomotives). NOPB

locomotives would principally support NOPB switching, classification, and local terminal work, while the applicable Class I carrier normally would furnish locomotives for any overhead movement it requests. Any NOPB locomotives operating on PTC territory will be appropriately PTC-equipped.

59. No additional territory training is presently expected for Avondale service. Engineers and other employees assigned to the Back Belt and Chalmette Branch Line would be qualified and certified before operating in those territories. Qualification would include applicable rules, physical characteristics, supervised trips, radio channels, PTC setup and access (for Back Belt), emergency procedures, and owner-specific requirements.

60. If all requested rights are granted and utilized, NOPB will phase in staffing based on actual service demand, operating windows, and extra-board coverage rather than adding positions solely because authority is granted. Specifically, over the five-year planning horizon, NOPB anticipates: (a) hiring one additional three-person crew in the first year for operations in and around Avondale Yard, with no further additions by Year 5; (b) no current plans to hire additional dedicated crews to operate over the Back Belt, though NOPB will hire as needed depending on demand; (c) no additional hires for operations through Oliver Yard and over the Chalmette Branch until Year 5, when NOPB anticipates hiring at least one additional two-person crew as LIT operations develop; and (d) hiring up to six additional extra-board (i.e., on-call substitute locomotive engineer and conductor) positions as demand develops over the first five years.

61. NOPB would not dispatch the Back Belt, Avondale/AGG facilities, Chalmette Branch Line, or other carrier-owned territory contemplated within NOPB's Responsive Application. The owning carrier's dispatcher or yard authority would control access and issue movement authority. NOPB would require access to applicable radio channels, route data, and communications protocols before operating on PTC territory. But as indicated earlier, this should be accomplished

by imposing a first come, first served dispatching protocol in the region providing fair and equal access to everyone.

IX. IMPLEMENTATION, ANTICIPATED USE, AND PERFORMANCE ACCOUNTABILITY

62. Within the first five years, NOPB anticipates approximately one Avondale local round trip train per day, approximately one LIT round trip train movement per day after it becomes operational, and approximately one to two Back Belt round trip train movements per day. In the aggregate, these assumptions represent only approximately three to four NOPB-operated round trip trains per day in total under the three requested categories of rights.

63. These estimates are not service guarantees and should not be treated as fixed daily entitlements. The actual number and timing of movements will depend on customer demand, carrier requests, train readiness, receiving capacity, crew and locomotive availability, route conditions, dispatching authority, operating windows, terminal commissioning, and final implementing arrangements.

64. The railroads operating in the New Orleans Terminal should maintain a common record of movement requests and responses. At a minimum, the record should identify the request time, train readiness, requested route and window, receiving acceptance, response time, disposition, stated reason for denial or delay, departure time, arrival time, and material exceptions. That said, refusal of a combined UP/NS railroad to allow NOPB to exercise any rights that may be granted by the STB pursuant to its Responsive Application should be prohibited.

65. Movement-level issues should first be addressed by designated operating contacts. Repeated denial, material delay, or unresolved implementation issues should be elevated to designated senior operating officers. The final protocol should specify objective response intervals,

escalation contacts, review cadence, and any reporting or dispute-resolution mechanism included in the Board's condition or the implementing agreement.

X. NARROW TAILORING, OPERATIONAL FEASIBILITY, AND PUBLIC BENEFITS

66. NOPB's existing workforce, locomotive fleet, interchange relationships, local operating knowledge, the three daily Terminal operational calls and coordination process, monthly local superintendents' meetings and quarterly Terminal Steering Committee meetings, and current practice of providing overhead service for UP provide a substantial foundation for the proposed operations. The requested authority would extend NOPB's current capabilities to LIT, Avondale, and Terminal-fluidity functions.

67. The proposed operations are expected to use existing rail infrastructure, apart from LIT-specific construction and any minor enabling work identified through engineering review. The few additional train movements contemplated by NOPB's requests in its Responsive Application will not require any additional infrastructure to handle the traffic. The principal implementation requirements are operating access, track-specific procedures, territory qualification, communications, PTC integration, receiving-yard acceptance, dispatching authority, and agreed operating windows.

68. The requested rights are limited and targeted. NOPB does not seek ownership, exclusive use, control of dispatching, or displacement of Class I line-haul service. The requested rights would supplement existing operations and preserve the owning carriers' control over their facilities, while adding a qualified neutral service option on the Back Belt and providing direct neutral access to LIT and the Avondale service territory.

69. In my judgment, implementation of the requested rights would provide tangible operational benefits. Foremost among them would be added routing optionality for NOPB to neutrally move traffic through the Terminal between the Front Belt and Back Belt, which would improve the Terminal's overall fluidity. The requested rights also would provide service-recovery flexibility, reduce avoidable crew-related dwell, better align train readiness with receiving capacity, reduce intermediate handlings for qualifying Avondale traffic, preserve neutral access to LIT, and make more effective use of NOPB's local crews, locomotives, and terminal expertise.

70. NOPB also expects that its ability to offer overhead train service on the Back Belt would reduce the number of recrews and associated costs when delay would otherwise cause a crew to reach its hours-of-service limit. The magnitude of any savings should be established from actual recrew records, costs, and a defined baseline rather than assumed in advance.

71. These benefits are particularly important because the proposed transaction would place additional critical Terminal facilities within one combined system while the merger applicants project additional Back Belt movements. The requested LIT and Avondale rights would preserve neutral access to major port facilities reached through infrastructure controlled by the merged system, while the requested Back Belt rights provide a neutral operating resource with a practical route choice between the Front Belt and Back Belt. The requested relief would add those operating tools without transferring ownership or dispatching authority from the host carrier.

72. Subject to final territory qualification, PTC and radio integration, confirmation of track and facility information, engineering review, receiving-yard acceptance, dispatching authority, and detailed implementing procedures, NOPB expects that all three categories of requested rights can be implemented safely and feasibly using existing infrastructure and phased additions to crews and equipment as actual demand develops.

XI. CONCLUSION

73. For the reasons described above, the rights sought by NOPB are imperative to ensure competition is not diminished and fluidity and dwell are not exacerbated by the proposed merger. They would permit NOPB to extend its existing neutral terminal capabilities to three defined merger-related operational needs: preserving neutral access to LIT, providing direct neutral service to Avondale customers, and establishing practical routing optionality for NOPB between the Front Belt and Back Belt to support Terminal fluidity and service recovery. NOPB's ability to provide overhead train service when needed would support that route optionality and help participating carriers use available routes and operating windows more effectively which would benefit all the rail carriers and local customers and the fluidity of the entire New Orleans Terminal.

74. The requested authority is designed to be neutral, nonexclusive, operationally coordinated, and subject to the host railroad's dispatching and safety requirements. It would not make NOPB a competing line-haul carrier. Instead, it would allow NOPB to perform switching, terminal, interchange, classification, and crew-supported movements that NOPB was created to provide and is positioned to provide as the local neutral terminal railroad.

75. I believe the requested rights are operationally feasible and would improve the reliability, flexibility, and competitive accessibility of the New Orleans Terminal while preserving the legitimate dispatching, safety, and facility-control functions of the owning/hosting carriers.

VERIFICATION

I, Tomeka Watson Bryant, declare under penalty of perjury that the statements set forth in this Verified Statement are true and correct to the best of my knowledge and belief.

Executed on this 16 th day of November, 2026.

Tomeka Watson Bryant

APPENDIX C
SUPPORT LETTERS

TROY A. CARTER, SR.
2ND DISTRICT, LOUISIANA

COMMITTEE ON ENERGY & COMMERCE
SUBCOMMITTEES:
HEALTH
ENVIRONMENT
COMMUNICATIONS & TECHNOLOGY

COMMITTEE ON HOMELAND SECURITY

Congress of the United States
House of Representatives
Washington, DC 20515

CONGRESSIONAL BLACK CAUCUS
1ST VICE CHAIR

DEPUTY WHIP

DEMOCRATIC STEERING
& POLICY COMMITTEE

312811

November 6, 2026

ENTERED
Office of Chief Counsel
November 6, 2026
Part of
Public Record

Ms. Cynthia T. Brown
Chief of Case Administration
Surface Transportation Board
395 E Street, S.W.
Washington, DC 20423-0001

Re: Union Pacific Corporation and Union Pacific Railroad Company—Control—Norfolk Southern Corporation and Norfolk Southern Railway Company, Docket No. FD 36873

Dear Ms. Brown:

As the U.S. Representative for Louisiana's 2nd Congressional District, I urge your full and fair consideration of the New Orleans Public Belt Railroad Commission's (NOPB) responsive application in Docket No. FD 36873.

The New Orleans rail gateway is one of the most important freight corridors in the United States, and its continued competitiveness is essential to the economic vitality of the New Orleans region and the entire Gulf region. Our communities rely on multiple Class I railroads to access the Port of New Orleans and its industries on fair, neutral terms. For more than a century, NOPB has provided that neutrality.

The proposed UP–NS consolidation would place several critical gateway assets, including the NS Back Belt, the Chalmette Branch, and UP's Avondale Yard, under the control of a single Class I railroad. Without safeguards, this consolidation could limit competitive access for shippers, reduce interchange fluidity, and undermine the economic benefits associated with the Louisiana International Terminal (LIT), a generational investment in our region's future.

NOPB's request for nonexclusive trackage rights is a practical and narrowly tailored solution. Granting these rights will:

1. Preserve neutral rail access to LIT and other port facilities;
2. Maintain competitive interchange among all six Class I carriers;
3. Protect state and federal investments in the Port of New Orleans;
4. Support long-term economic growth for City/Parish/State.

Thank you for your careful consideration of this proposal.

Sincerely,

Troy A. Carter Sr.
Member of Congress

CLEO FIELDS
6TH DISTRICT, LOUISIANA

COMMITTEE ON FINANCIAL SERVICES

SUBCOMMITTEES:
CAPITAL MARKETS
FINANCIAL INSTITUTIONS
OVERSIGHT & INVESTIGATIONS
TASK FORCE ON MONETARY POLICY,
TREASURY MARKET RESILIENCE,
AND ECONOMIC PROSPERITY

Congress of the United States
House of Representatives
Washington, DC 20515

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(337) 594-6610

610 TEXAS STREET
4TH FLOOR, SUITES 12-13
SHREVEPORT, LA 71101
(318) 761-7990

November 17, 2026

Honorable Cynthia T. Brown
Chief of Case Administration
Surface Transportation Board
395 E Street, SW
Washington, DC 20423-001

Dear Ms. Brown:

As the Member of the U.S. House of Representatives for Louisiana's 6th District, I write in strong support of the New Orleans Public Belt Railroad Commission's (NOPB) responsive application in Docket No. FD 36873.

The New Orleans rail gateway is among the most important freight corridors in the nation, and its competitiveness is essential to the economy of New Orleans and the Gulf region. Our communities depend on all six Class I railroads being able to reach the Port of New Orleans and its industries on fair, neutral terms. For more than a century, NOPB, a publicly owned carrier, has provided that neutrality. The Port and the rail and maritime activity around it employ thousands of Louisiana residents, and neutral rail access is part of what keeps the Port competitive and those jobs secure.

The proposed UP–NS consolidation would place critical gateway assets, including the NS Back Belt, the Chalmette Branch, and Avondale Yard, under a single Class I railroad. Without safeguards, that could limit shippers' competitive access, slow interchange, and undermine the Louisiana International Terminal (LIT).

NOPB's request is practical and narrowly tailored. It seeks nonexclusive trackage and operating rights over the Back Belt and Chalmette Branch and access to local yards. Ownership and dispatching would remain with the Class I railroads, and no new capital improvements would be required. Unlike proposals to transfer the Back Belt and dispatching to a newly formed, privately owned operator, it builds on an existing neutral carrier with local crews and working relationships with all six railroads. Granting these rights will preserve neutral rail access to LIT and other port facilities, maintain competitive interchange among all six Class I carriers, protect state and federal investments, and support long-term economic growth.

For these reasons, I respectfully urge the Surface Transportation Board to approve NOPB's responsive application and adopt the requested conditions.

Sincerely,

Cleo Fields
Member of Congress

PRINTED ON RECYCLED PAPER

LOUISIANA SENATE

9523 Jefferson Highway, Suite B
River Ridge, LA 70123
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M. KIRK TALBOT
State Senator ~ District 10

COMMITTEES:
Insurance, Chairman
Judiciary B
Labor and Industrial Relations
Retirement
Senate Executive Committee

November 2, 2026

Honorable Cynthia T. Brown

Chief of Case Administration

Surface Transportation Board

395 E Street, S.W.
Washington, DC 20423-0001

Re: Union Pacific Corporation and Union Pacific Railroad Company—Control—Norfolk Southern Corporation and Norfolk Southern Railway Company, Docket No. FD 36873

Dear Ms. Brown:

As State Senator for District 10, I write to express my strong support for the New Orleans Public Belt Railroad Commission's (NOPB) responsive application in Docket No. FD 36873.

The New Orleans rail gateway is one of the most important freight corridors in the United States, and its continued competitiveness is essential to the economic vitality of Jefferson Parish and the entire Gulf region. Our communities rely on the ability of multiple Class I railroads to access the Port of New Orleans and its industries on fair, neutral terms. For more than a century, NOPB has provided that neutrality.

Jefferson Parish has a direct stake in this outcome: the NOPB-owned Huey P. Long Bridge carries multiple Class I railroads across the Mississippi between our East and West Banks, and keeping that crossing under neutral, public stewardship protects the businesses and workers on both sides of the river.

The proposed UP–NS consolidation would place several critical gateway assets—including the NS Back Belt, the Chalmette Branch, and UP's Avondale Yard—under the control of a single Class I railroad. Without safeguards, this consolidation could limit competitive access for shippers, reduce interchange fluidity, and undermine the economic benefits associated with the Louisiana International Terminal (LIT), a generational investment in our region's future.

NOPB's request for nonexclusive trackage rights is a practical and narrowly tailored solution. Granting these rights will:

1. Preserve neutral rail access to LIT and other port facilities;
2. Maintain competitive interchange among all six Class I carriers;

3. Protect state and federal investments in the Port of New Orleans;
4. Support long-term economic growth for Jefferson Parish and Louisiana.

For these reasons, I respectfully urge the Surface Transportation Board to approve NOPB's responsive application and adopt the requested conditions.

Sincerely,



Kirk Talbot

State Senator, District 10

Louisiana State Senate

SENATE
STATE OF LOUISIANA

District Office
2021 Lakeshore Drive, Suite 204
New Orleans, LA 70122
504-280-1960

State Capitol Office
P.O. Box 94183
Baton Rouge, LA 70801

JAMES "JIMMY" HARRIS III
State Senator ~ District 4

November 6, 2026

Honorable Cynthia T. Brown
Chief of Case Administration
Surface Transportation Board
395 E Street, S.W.
Washington, DC 20423-0001

Re: Union Pacific Corporation and Union Pacific Railroad Company—Control—Norfolk Southern Corporation and Norfolk Southern Railway Company, Docket No. FD 36873

Dear Ms. Brown:

As State Senator for District 4, I write to express my strong support for the New Orleans Public Belt Railroad Commission's (NOPB) responsive application in Docket No. FD 36873.

The New Orleans rail gateway is one of the most important freight corridors in the United States, and its continued competitiveness is essential to the economic vitality of New Orleans and the entire Gulf region. Our communities rely on the ability of multiple Class I railroads to access the Port of New Orleans and its industries on fair, neutral terms. For more than a century, NOPB has provided that neutrality.

For Orleans Parish, the stakes are jobs. The Port of New Orleans and the rail and maritime activity around it employ thousands of New Orleanians, and fair, neutral rail access is part of what keeps the Port competitive for the shippers whose business sustains those jobs.

The proposed UP–NS consolidation would place several critical gateway assets—including the NS Back Belt, the Chalmette Branch, and UP's Avondale Yard—under the control of a single Class I railroad. Without safeguards, this consolidation could limit competitive access for shippers, reduce interchange fluidity, and undermine the economic benefits associated with the Louisiana International Terminal (LIT), a generational investment in our region's future.

NOPB's request for nonexclusive trackage rights is a practical and narrowly tailored solution. Granting these rights will:

1. Preserve neutral rail access to LIT and other port facilities;
2. Maintain competitive interchange among all six Class I carriers;
3. Protect state and federal investments in the Port of New Orleans;
4. Support long-term economic growth for New Orleans and Louisiana.

COMMITTEES
Judiciary B, Vice Chairman • Finance • Joint Legislative Committee on the Budget
Commerce, Consumer Protection and International Affairs • Education • Senate Executive Committee, Chair Legislative Audit Advisory Council

For these reasons, I respectfully urge the Surface Transportation Board to approve NOPB's responsive application and adopt the requested conditions.

Sincerely,



Jimmy Harris
Louisiana State Senator – District 4
Email: harrisj@legis.la.gov

ROYCE DUPLESSIS
State Senator
District 5

643 Magazine Street,
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sen05@legis.la.gov
504.568.2740

SENATE
STATE OF LOUISIANA

November 4, 2026

Honorable Cynthia T. Brown
Chief of Case Administration
Surface Transportation Board
395 E Street, S.W.
Washington, DC 20423-0001

Re: Union Pacific Corporation and Union Pacific Railroad Company—Control—Norfolk Southern Corporation and Norfolk Southern Railway Company, Docket No. FD 36873

Dear Ms. Brown:

As State Senator for District 5, I write to express my strong support for the New Orleans Public Belt Railroad Commission's (NOPB) responsive application in Docket No. FD 36873.

The New Orleans rail gateway is one of the most important freight corridors in the United States, and its continued competitiveness is essential to the economic vitality of New Orleans and the entire Gulf region. Our communities rely on the ability of multiple Class I railroads to access the Port of New Orleans and its industries on fair, neutral terms. For more than a century, NOPB has provided that neutrality.

NOPB already provides this neutral service at the Port's Uptown container terminal in New Orleans, giving customers their access to all six Class I railroads. Extending that same model to LIT will help keep the Port competitive and protect the jobs Orleans Parish families rely on.

The proposed UP–NS consolidation would place several critical gateway assets—including the NS Back Belt, the Chalmette Branch, and UP's Avondale Yard—under the control of a single Class I railroad. Without safeguards, this consolidation could limit competitive access for shippers, reduce interchange fluidity, and undermine the economic benefits associated with the Louisiana International Terminal (LIT), a generational investment in our region's future.

NOPB's request for nonexclusive trackage rights is a practical and narrowly tailored solution. Granting these rights will:

1. Preserve neutral rail access to LIT and other port facilities;
2. Maintain competitive interchange among all six Class I carriers;
3. Protect state and federal investments in the Port of New Orleans;
4. Support long-term economic growth for New Orleans and Louisiana.

For these reasons, I respectfully urge the Surface Transportation Board to approve NOPB's responsive application and adopt the requested conditions.

Sincerely,



Senator Royce Duplessis - District 5

LOUISIANA HOUSE OF REPRESENTATIVES

New Orleans Lake Front Airport
Terminal Building, Suite 149
6001 Stars and Stripes
New Orleans, LA 70126
Email: hse099@legis.la.gov
Office: 504-240-3435
Fax: 504-240-3437

CANDACE N. NEWELL
State Representative — District 99

COMMITTEES:
Commerce
House and Governmental Affairs
Municipal, Parochial and Cultural Affairs
Democratic Caucus
Louisiana Legislative Black Caucus

November 17, 2026

Honorable Cynthia T. Brown
Chief of Case Administration
Surface Transportation Board
395 E Street, S.W.
Washington, DC 20423-0001

Re: Union Pacific Corporation and Union Pacific Railroad Company—Control—Norfolk Southern Corporation and Norfolk Southern Railway Company, Docket No. FD 36873

Dear Ms. Brown:

As State Representative for District 99, I write to express my strong support for the New Orleans Public Belt Railroad Commission's (NOPB) responsive application in Docket No. FD 36873.

The New Orleans rail gateway is one of the most important freight corridors in the United States, and its continued competitiveness is essential to the economic vitality of New Orleans and the entire Gulf region. Our communities rely on the ability of multiple Class I railroads to access the Port of New Orleans and its industries on fair, neutral terms. For more than a century, NOPB has provided that neutrality.

For Orleans Parish, the stakes are jobs. The Port of New Orleans and the rail and maritime activity around it employ thousands of New Orleanians, and fair, neutral rail access is part of what keeps the Port competitive for the shippers whose business sustains those jobs.

The proposed UP–NS consolidation would place several critical gateway assets—including the NS Back Belt, the Chalmette Branch, and UP's Avondale Yard—under the control of a single Class I railroad. Without safeguards, this consolidation could limit competitive access for shippers, reduce interchange fluidity, and undermine the economic benefits associated with the Louisiana International Terminal (LIT), a generational investment in our region's future.

NOPB's request for nonexclusive trackage rights is a practical and narrowly tailored solution. Granting these rights will:

1. Preserve neutral rail access to LIT and other port facilities;
2. Maintain competitive interchange among all six Class I carriers;
3. Protect state and federal investments in the Port of New Orleans;
4. Support long-term economic growth for New Orleans and Louisiana.

For these reasons, I respectfully support the Surface Transportation Board to approve NOPB's responsive application and adopt the requested conditions.

Sincerely,



Honorable Candace N. Newell
State Representative, District 99
Louisiana House of Representatives

- THE DUPUY GROUP -
SINCE 1936

October 29, 2026

Ms. Cynthia T. Brown
Chief of Case Administration
Surface Transportation Board
395 E Street, S.W.
Washington, DC 20423-0001

Re: *Docket No. FD 36873 — Support for NOPB Responsive Application*

Dear Ms. Brown:

My name is Hans Luetkemeier, and I serve as President and CEO of The Dupuy Group, located in New Orleans/Orleans Parish. Our business depends on reliable, competitive rail service to move commodities such as grain, steel, and containers to markets across the country. I write in support of the New Orleans Public Belt Railroad Commission's (NOPB) responsive application in Docket No. FD 36873.

NOPB's neutral switching service has long ensured that we can reach multiple Class I railroads and select the carrier that best meets our operational needs. This competitive access is essential to control transportation costs, maintaining supply chain reliability, and supporting our continued growth.

The proposed UP–NS consolidation would place key gateway infrastructure—including the NS Back Belt, Chalmette Branch, and UP's Avondale Yard—under the control of a single Class I railroad. Without appropriate conditions, this consolidation could limit our competitive options, increase costs, and reduce our ability to reach national markets efficiently.

NOPB's request for nonexclusive trackage rights is critical to preserving competitive access for shippers like us. Granting these rights will:

1. Maintain our ability to reach multiple Class I carriers;
2. Ensure continued neutral switching at the Port of New Orleans;
3. Support the development of the Louisiana International Terminal (LIT);
4. Protect supply chain reliability for industries across the region.

We respectfully urge the Board to approve NOPB's responsive application and adopt the requested conditions.

Sincerely,

Hans Luetkemeier
President and Chief Executive Officer
The Dupuy Group
4300 Jourdan Road
New Orleans, LA 70126

FREEDOM
INTERMODAL TANK SERVICES

Freedom Tank Intermodal Services, LLC
4001 France Road Parkway
New Orleans, LA 70126

Ms. Cynthia T. Brown
Chief of Case Administration
Surface Transportation Board
395 E Street, S.W.
Washington, DC 20423-0001

Re: *Docket No. FD 36873 — Support for NOPB Responsive Application*

Dear Ms. Brown:

My name is Chad Coates, and I serve as Chief Operating Officer of Freedom Intermodal Tank Services, located in New Orleans, Louisiana. Our business depends on reliable, competitive rail service to move petroleum, yellow grease, and other specialty chemical products to markets across the country. I write in support of the New Orleans Public Belt Railroad Commission's (NOPB) responsive application in Docket No. FD 36873.

NOPB's neutral switching service has long ensured that we can reach multiple Class I railroads and select the carrier that best meets our operational needs. This competitive access is essential to control transportation costs, maintaining supply chain reliability, and supporting our continued growth.

The proposed UP–NS consolidation would place key gateway infrastructure—including the NS Back Belt, Chalmette Branch, and UP's Avondale Yard—under the control of a single Class I railroad. Without appropriate conditions, this consolidation could limit our competitive options, increase costs, and reduce our ability to reach national markets efficiently.

NOPB's request for nonexclusive trackage rights is critical to preserving competitive access for shippers like us. Granting these rights will:

1. Maintain our ability to reach multiple Class I carriers;
2. Ensure continued neutral switching at the Port of New Orleans;
3. Support the development of the Louisiana International Terminal (LIT);

4. Protect supply chain reliability for industries across the region.

We respectfully urge the Board to approve NOPB's responsive application and adopt the requested conditions.

Sincerely,

Chad E. Coates
Chief Operating Officer
Freedom Tank Intermodal Services
Email - ccoates@freedomintermodal.com
Cell Phone - 225-538-3878

HENIFF
TRANSPORTATION SYSTEMS, LLC

TOTAL CLEAN

[redacted]

10/22/2026

Ms. Cynthia T. Brown
Chief of Case Administration
Surface Transportation Board
395 E Street, S.W.
Washington, DC 20423-0001

Re: *Docket No. FD 36873 — Support for NOPB Responsive Application*

Dear Ms. Brown:

My name is **Jeffrey Duroncelay Jr.**, and I serve as **Terminal Manager** of **Heniff Transportation and Total Clean LLC**, located in **New Orleans, LA**. Our business depends on reliable, competitive rail service to move **petrochemicals, grain, steel, aggregates, containers** to markets across the country. I write in support of the New Orleans Public Belt Railroad Commission's (NOPB) responsive application in Docket No. FD 36873.

NOPB's neutral switching service has long ensured that we can reach multiple Class I railroads and select the carrier that best meets our operational needs. This competitive access is essential to control transportation costs, maintaining supply chain reliability, and supporting our continued growth.

The proposed UP–NS consolidation would place key gateway infrastructure—including the NS Back Belt, Chalmette Branch, and UP's Avondale Yard—under the control of a single Class I railroad. Without appropriate conditions, this consolidation could limit our

competitive options, increase costs, and reduce our ability to reach national markets efficiently.

NOPB's request for nonexclusive trackage rights is critical to preserving competitive access for shippers like us. Granting these rights will:

1. Maintain our ability to reach multiple Class I carriers;
2. Ensure continued neutral switching at the Port of New Orleans;
3. Support the development of the Louisiana International Terminal (LIT);
4. Protect supply chain reliability for industries across the region.

We respectfully urge the Board to approve NOPB's responsive application and adopt the requested conditions.

Sincerely,



Jeff Duroncelay

Terminal Manager | New Orleans, LA

A 6100 Terminal Rd. New Orleans LA

P: 504-910-1829 | M: 504-214-8890 |

E: jduroncelay@heniff.com

HENIFF
TRANSPORTATION SYSTEMS, LLC

November 6, 2026

Ms. Cynthia T. Brown
Chief of Case Administration
Surface Transportation Board
395 E Street, S.W.
Washington, DC 20423-0001

Re: Docket No. FD 36873 – Support for NOPB Responsive Application

Dear Ms. Brown:

My name is David W Kearney, and I serve as President of The Kearney Companies, Inc, located in New Orleans, LA. Our business depends on reliable, competitive rail service to move various commodities like forest products, nonferrous metals, grain products, steel products and other goods to markets across the United States and to foreign customers worldwide through the Port of New Orleans Gateway. I write in support of the New Orleans Public Belt Railroad Commission's (NOPB) responsive application in Docket No. FD 36873.

NOPB's neutral switching service has long ensured that we can reach multiple Class I railroads and select the carrier that best meets our operational needs. This competitive access is essential to control transportation costs, maintaining supply chain reliability, and supporting our continued growth.

The proposed UP–NS consolidation would place key gateway infrastructure—including the NS Back Belt, Chalmette Branch, and UP's Avondale Yard—under the control of a single Class I railroad. Without appropriate conditions, this consolidation could limit our competitive options, increase costs, and reduce our ability to reach national markets efficiently.

NOPB's request for nonexclusive trackage rights is critical to preserving competitive access for shippers like us. Granting these rights will maintain our ability to reach multiple Class I carriers; ensure continued neutral switching at the Port of New Orleans; support the development of the Louisiana International Terminal (LIT);

We respectfully urge the Board to approve NOPB's responsive application and adopt the requested conditions.

Sincerely,

David W Kearney

President

The Kearney Companies, Inc.
a Precision Terminal Logistics (PTL) Company
4000 France Road Parkway
New Orleans, LA 70126 USA
www.kearneycompanies.com

Gulf Gateway Terminal

10/22/2026

Ms. Cynthia T. Brown
Chief of Case Administration
Surface Transportation Board
395 E Street, S.W.
Washington, DC 20423-0001

Re: *Docket No. FD 36873 — Support for NOPB Responsive Application*

Dear Ms. Brown:

My name is **Brent Robertson**, and I serve as **Terminal Manager** of Gulf Gateway Terminal, located in **Orleans Parish**. Our business depends on reliable, competitive rail service to move **petrochemicals,** to markets across the country. I write in support of the New Orleans Public Belt Railroad Commission's (NOPB) responsive application in Docket No. FD 36873.

NOPB's neutral switching service has long ensured that we can reach multiple Class I railroads and select the carrier that best meets our operational needs. This competitive access is essential to control transportation costs, maintaining supply chain reliability, and supporting our continued growth.

The proposed UP–NS consolidation would place key gateway infrastructure—including the NS Back Belt, Chalmette Branch, and UP's Avondale Yard—under the control of a single Class I railroad. Without appropriate conditions, this consolidation could limit our competitive options, increase costs, and reduce our ability to reach national markets efficiently.

NOPB's request for nonexclusive trackage rights is critical to preserving competitive access for shippers like us. Granting these rights will:

1. Maintain our ability to reach multiple Class I carriers;
2. Ensure continued neutral switching at the Port of New Orleans;
3. Support the development of the Louisiana International Terminal (LIT);
4. Protect supply chain reliability for industries across the region.

We respectfully urge the Board to approve NOPB's responsive application and adopt the requested conditions.

Sincerely,

Brent Robertson | Terminal Manager

Gulf Gateway Terminal

7500 Terminal Road
New Orleans, LA 70126
Office: 504.241.2735
Cell: 985.768.9578
Brobertson@gulfgatewayterminal.com
www.gulfgatewayterminal.com

QSL America

October 28, 2026

Ms. Cynthia T. Brown
Chief of Case Administration
Surface Transportation Board
395 E Street, S.W.
Washington, DC 20423-0001

Re: *Docket No. FD 36873 — Support for NOPB Responsive Application*

Dear Ms. Brown:

My name is Jeff Allen and I serve as Regional Manager of QSL New Orleans, located in New Orleans. Our business depends on reliable, competitive rail service to move [commodities: e.g., petrochemicals, grain, steel, aggregates, containers] to markets across the country. I write in support of the New Orleans Public Belt Railroad Commission's (NOPB) responsive application in Docket No. FD 36873.

NOPB's neutral switching service has long ensured that we can reach multiple Class I railroads and select the carrier that best meets our operational needs. This competitive access is essential to control transportation costs, maintaining supply chain reliability, and supporting our continued growth.

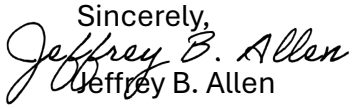
The proposed UP–NS consolidation would place key gateway infrastructure—including the NS Back Belt, Chalmette Branch, and UP's Avondale Yard—under the control of a single Class I railroad. Without appropriate conditions, this consolidation could limit our competitive options, increase costs, and reduce our ability to reach national markets efficiently.

NOPB's request for nonexclusive trackage rights is critical to preserving competitive access for shippers like us. Granting these rights will:

1. Maintain our ability to reach multiple Class I carriers;
2. Ensure continued neutral switching at the Port of New Orleans;
3. Support the development of the Louisiana International Terminal (LIT);
4. Protect supply chain reliability for industries across the region.

We respectfully urge the Board to approve NOPB's responsive application and adopt the requested conditions.

Sincerely,



Jeffrey B. Allen

Regional Manager

QSL New Orleans

jeff.allen@qsl.com

Cell 504-913-9088

November 17, 2026

Ms. Cynthia T. Brown
Chief of Case Administration
Surface Transportation Board
395 E Street, S.W.
Washington, DC 20423-0001

Re: *Docket No. FD 36873 — Support for NOPB Responsive Application*

Dear Ms. Brown:

My name is Kris Calkins with New Orleans Terminal, LLC located in New Orleans, Louisiana. Our business depends on reliable, competitive rail service to move containerized cargos to markets across the country. I write in support of the New Orleans Public Belt Railroad Commission's (NOPB) responsive application in Docket No. FD 36873.

NOPB's neutral switching service has long ensured that we can reach multiple Class I railroads and select the carrier that best meets our operational needs. This competitive access is essential to control transportation costs, maintaining supply chain reliability, and supporting our continued growth.

The proposed UP–NS consolidation would place key gateway infrastructure—including the NS Back Belt, Chalmette Branch, and UP's Avondale Yard—under the control of a single Class I railroad. Without appropriate conditions, this consolidation could limit our competitive options, increase costs, and reduce our ability to reach national markets efficiently.
NOPB's request for nonexclusive trackage rights is critical to preserving competitive access for shippers like us. Granting these rights will:

1. Maintain our ability to reach multiple Class I carriers;
2. Ensure continued neutral switching at the Port of New Orleans;
3. Support the development of the Louisiana International Terminal (LIT);
4. Protect supply chain reliability for industries across the region.

We respectfully urge the Board to approve NOPB's responsive application and adopt the requested conditions.

Sincerely,

Kristopher Calkins
New Orleans Terminal, LLC
Kris.calkins@notml.com

11/17/2026

Ms. Cynthia T. Brown
Chief of Case Administration
Surface Transportation Board
395 E Street, S.W.
Washington, DC 20423-0001

Re: *Docket No. FD 36873 — Support for NOPB Responsive Application*

Dear Ms. Brown:

My name is Mike Ng, and I serve as Regional Director North America – Ocean Bulk of DHL Global Forwarding, located in New Orleans, LA. Our business depends on reliable, competitive rail service to move commodities: e.g. base oils, petrochemicals, edible oils, & food products to markets across the country and internationally. I write in support of the New Orleans Public Belt Railroad Commission's (NOPB) responsive application in Docket No. FD 36873.

NOPB's neutral switching service has long ensured that we can reach multiple Class I railroads and select the carrier that best meets our operational needs. This competitive access is essential to control transportation costs, maintaining supply chain reliability, and supporting our continued growth.

The proposed UP–NS consolidation would place key gateway infrastructure—including the NS Back Belt, Chalmette Branch, and UP's Avondale Yard—under the control of a single Class I railroad. Without appropriate conditions, this consolidation could limit our competitive options, increase costs, and reduce our ability to reach national markets efficiently.
NOPB's request for nonexclusive trackage rights is critical to preserving competitive access for shippers like us. Granting these rights will:

1. Maintain our ability to reach multiple Class I carriers;
2. Ensure continued neutral switching at the Port of New Orleans;
3. Support the development of the Louisiana International Terminal (LIT);
4. Protect supply chain reliability for industries across the region.

We respectfully urge the Board to approve NOPB's responsive application and adopt the requested conditions.

Sincerely,

Mike Ng
Regional Director North America – Ocean Bulk
T - 281-219-4222 / M - 832-377-9004
mike.ng@dhl.com

DHL Global Forwarding – Excellence. Simply delivered.

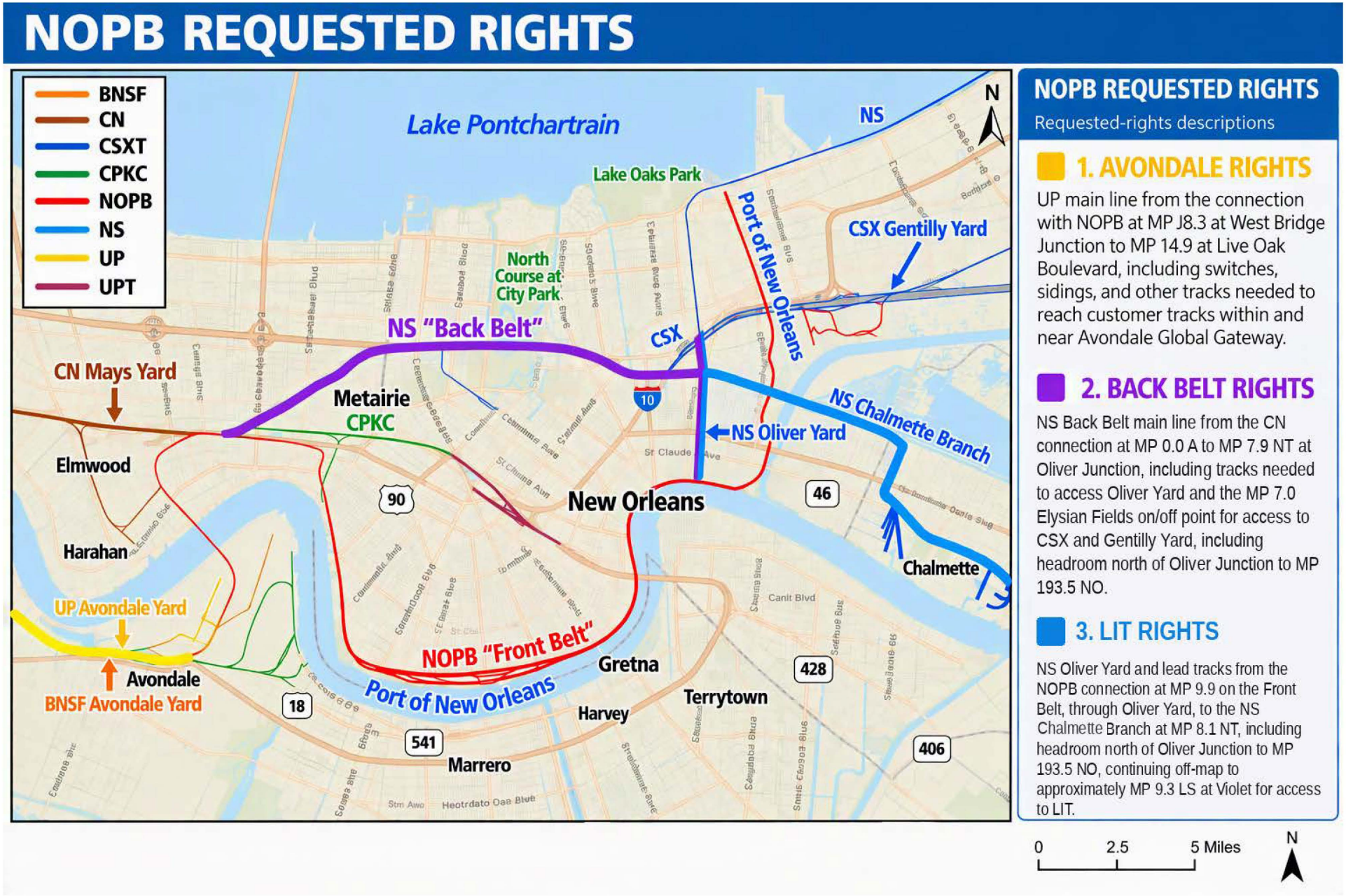
DHL Global Forwarding – Ocean Bulk
8000 Jourdan Road
New Orleans LA 70126
USA

Website DHL.com

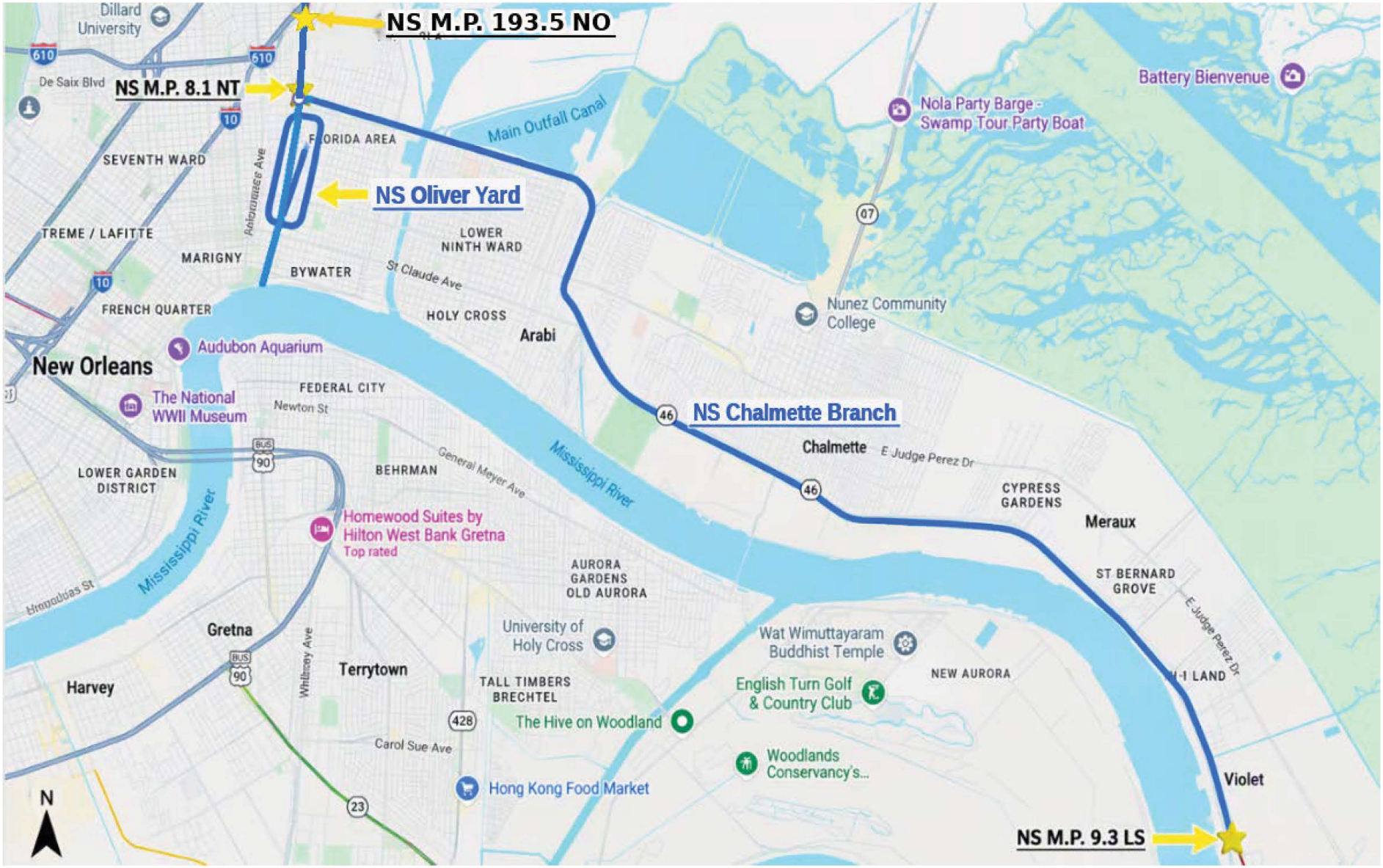
EXHIBIT 1

MAPS

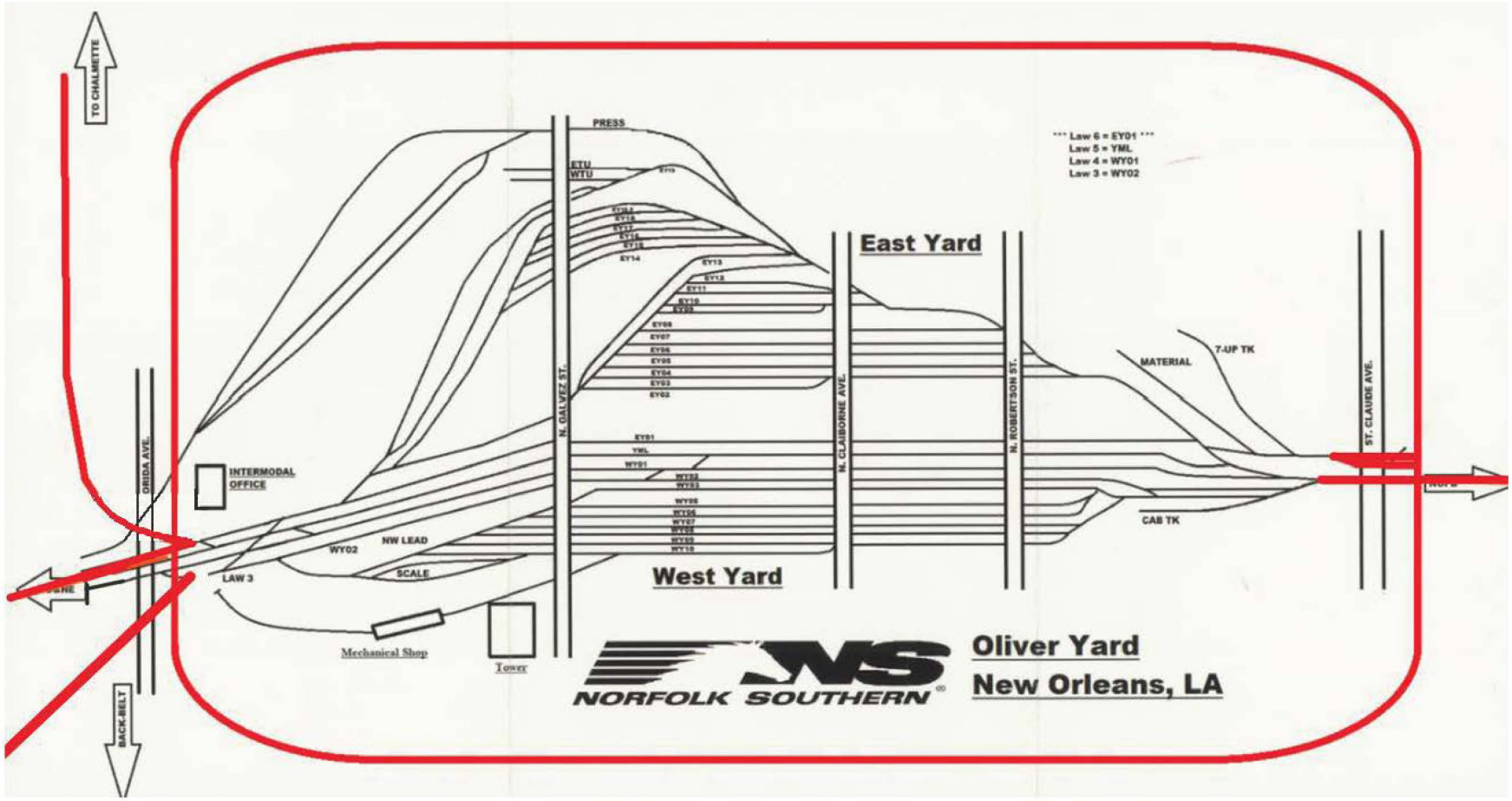
Map A


NOPB REQUESTED RIGHTS
BNSF
CN
CSXT
CPKC
NOPB
NS
UP
UPT
Lake Pontchartrain
Lake Oaks Park
North Course at City Park
NS "Back Belt"
CSX
Port of New Orleans
CSX Gentilly Yard
NS
N
CN Mays Yard
Metairie
CPKC
Elmwood
Harahan
10
NS Oliver Yard
NS Chalmette Branch
New Orleans
90
46
Chalmette
UP Avondale Yard
Avondale
BNSF Avondale Yard
NOPB "Front Belt"
Port of New Orleans
Gretna
Harvey
Terrytown
428
18
541
406
Marrero
NOPB REQUESTED RIGHTS
Requested-rights descriptions
1. AVONDALE RIGHTS
UP main line from the connection with NOPB at MP J8.3 at West Bridge Junction to MP 14.9 at Live Oak Boulevard, including switches, sidings, and other tracks needed to reach customer tracks within and near Avondale Global Gateway.
2. BACK BELT RIGHTS
NS Back Belt main line from the CN connection at MP 0.0 A to MP 7.9 NT at Oliver Junction, including tracks needed to access Oliver Yard and the MP 7.0 Elysian Fields on/off point for access to CSX and Gentilly Yard, including headroom north of Oliver Junction to MP 193.5 NO.
3. LIT RIGHTS
NS Oliver Yard and lead tracks from the NOPB connection at MP 9.9 on the Front Belt, through Oliver Yard, to the NS Chalmette Branch at MP 8.1 NT, including headroom north of Oliver Junction to MP 193.5 NO, continuing off-map to approximately MP 9.3 LS at Violet for access to LIT.
0
2.5
5 Miles
N

Map B


NS M.P. 193.5 NO
NS M.P. 8.1 NT
NS Oliver Yard
NS Chalmette Branch
NS M.P. 9.3 LS
Dillard University
De Saix Blvd
SEVENTH WARD
FLORIDA AREA
Main Outfall Canal
Battery Bienvenue
Nola Party Barge - Swamp Tour Party Boat
TREME / LAFITTE
MARIGNY
BYWATER
LOWER NINTH WARD
St Claude Ave
FRENCH QUARTER
HOLY CROSS
Arabi
Nunez Community College
Audubon Aquarium
New Orleans
The National WWII Museum
FEDERAL CITY
Newton St
LOWER GARDEN DISTRICT
BEHRMAN
General Meyer Ave
Mississippi River
Chalmette
E Judge Perez Dr
CYPRESS GARDENS
Meraux
Homewood Suites by Hilton West Bank Gretna
Top rated
AURORA GARDENS OLD AURORA
ST BERNARD GROVE
Gretna
Terrytown
University of Holy Cross
Wat Wimuttayaram Buddhist Temple
NEW AURORA
Harvey
TALL TIMBERS BRECHTEL
English Turn Golf & Country Club
The Hive on Woodland
Carol Sue Ave
Woodlands Conservancy's...
Hong Kong Food Market
Violet
N

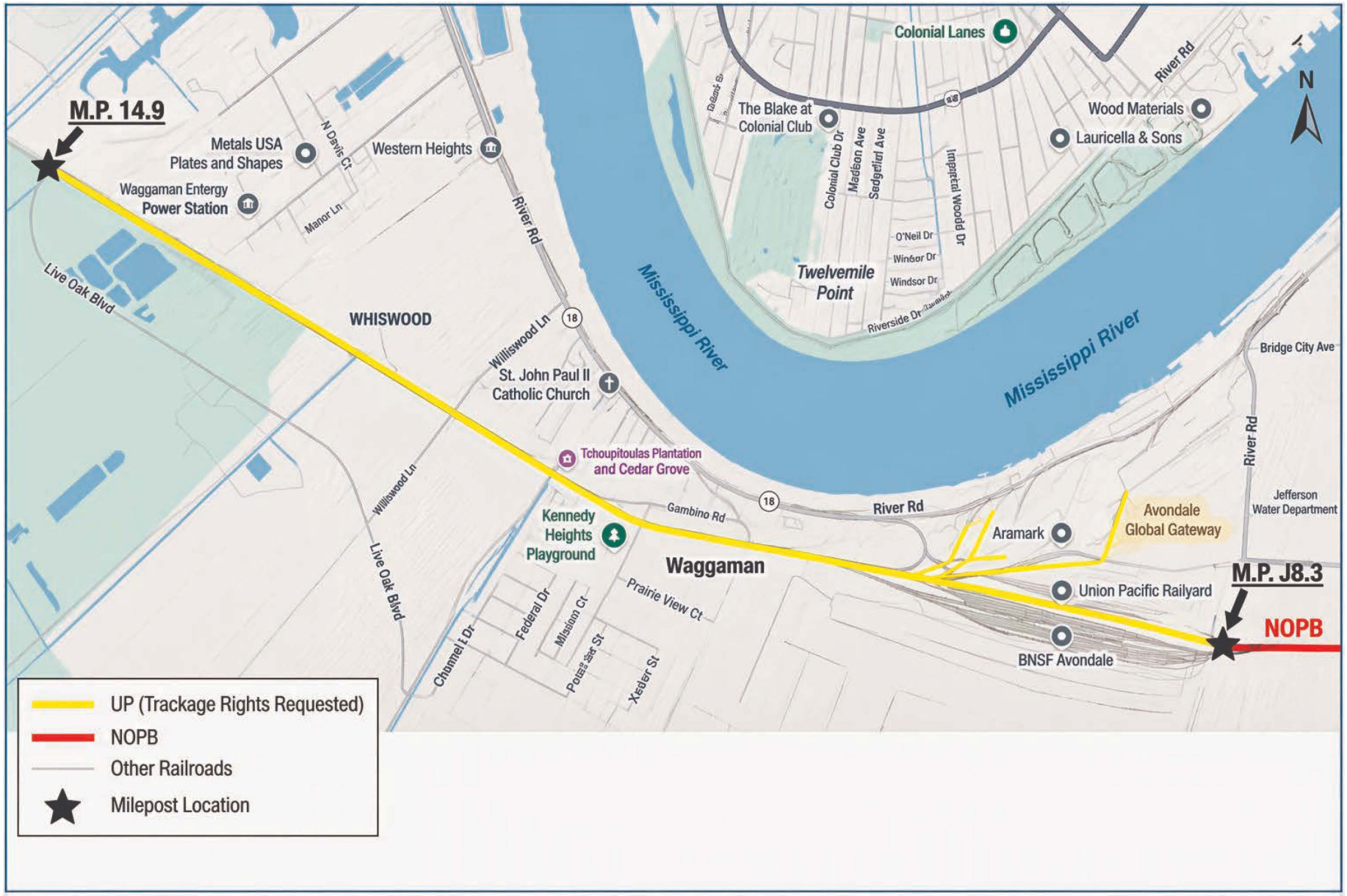
Map C


TO CHALMETTE
PRESS
ETU
WTU
*** Law 6 = EY01 ***
Law 5 = YML
Law 4 = WY01
Law 3 = WY02
East Yard
N. GALVEZ ST.
N. CLAIBORNE AVE.
N. ROBERTSON ST.
ST. CLAUDE AVE.
MATERIAL
7-UP TK
CAB TK
ORIDA AVE.
INTERMODAL OFFICE
NW LEAD
WY02
LAW 3
SCALE
West Yard
Mechanical Shop
Tower
BACK-BELT
NORFOLK SOUTHERN
Oliver Yard
New Orleans, LA

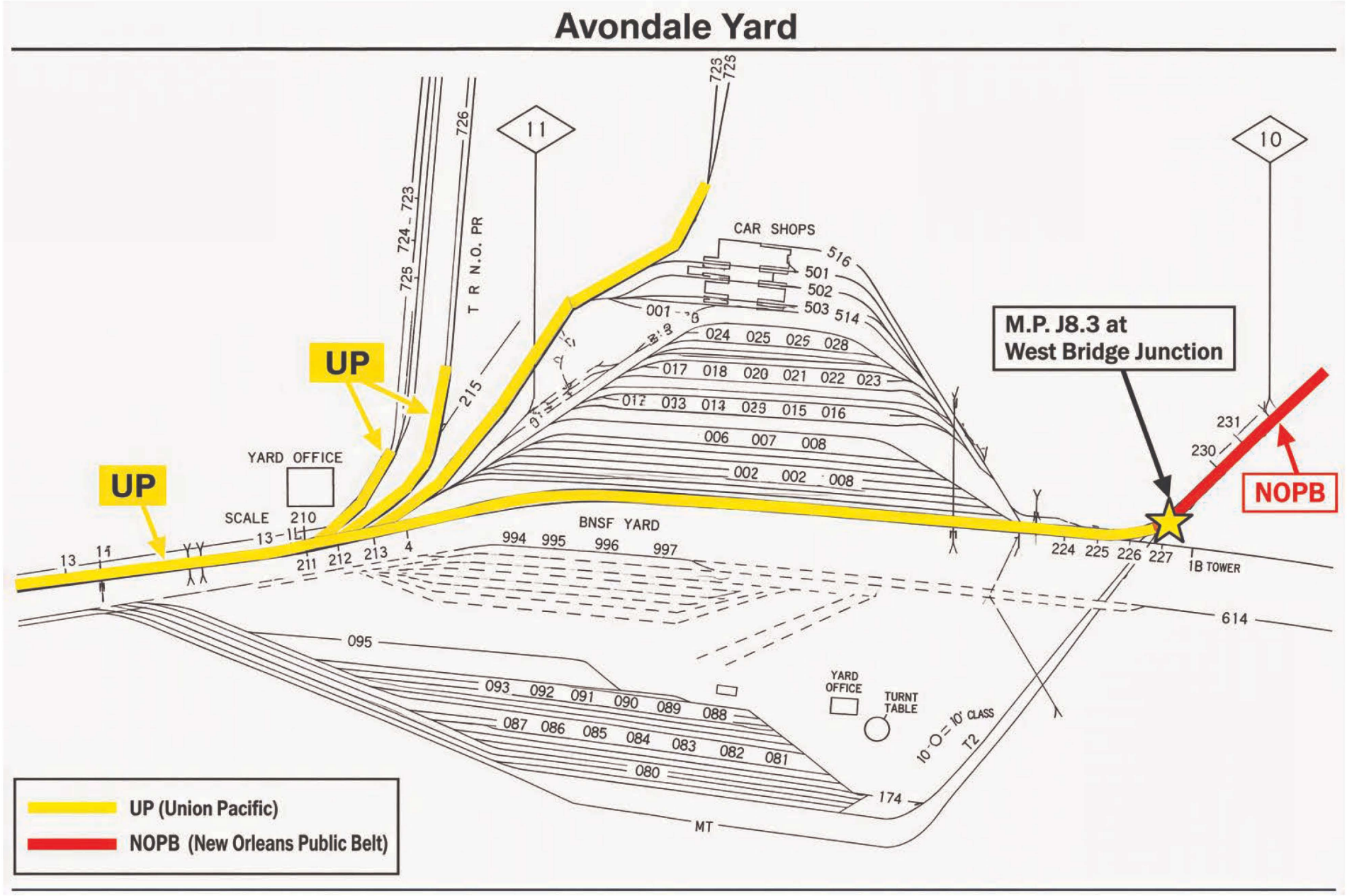
Map D


LEGEND
ASC
5,400 TGS
SIDE PICKS
436 TGS
REEFER RACK
144 SLOTS
50 EXTERNAL TRUCK SPOTS
50 INTERNAL TRACTOR SPOTS
TOTAL SECURE PERIMETER (150.6 AC)*
ASC CRANE RAIL - 37,280 LF
WORKING TRACK
STORAGE TRACK
KEYNOTES
AECOM
1515 POYDRAS ST, SUITE 2700
NEW ORLEANS, LA 70112
504-586-611
PORT NOLA
BOARD OF COMMISSIONERS
PORT OF NEW ORLEANS
1350 PORT OF NEW ORLEANS PL
70130
P.O. BOX 60046
NEW ORLEANS, LA 70160
LOUISIANA INTERNATIONAL TERMINAL
ASC CONCEPTUAL LAYOUT
PHASE 1
SCALE: 1"=500' (IN FEET)

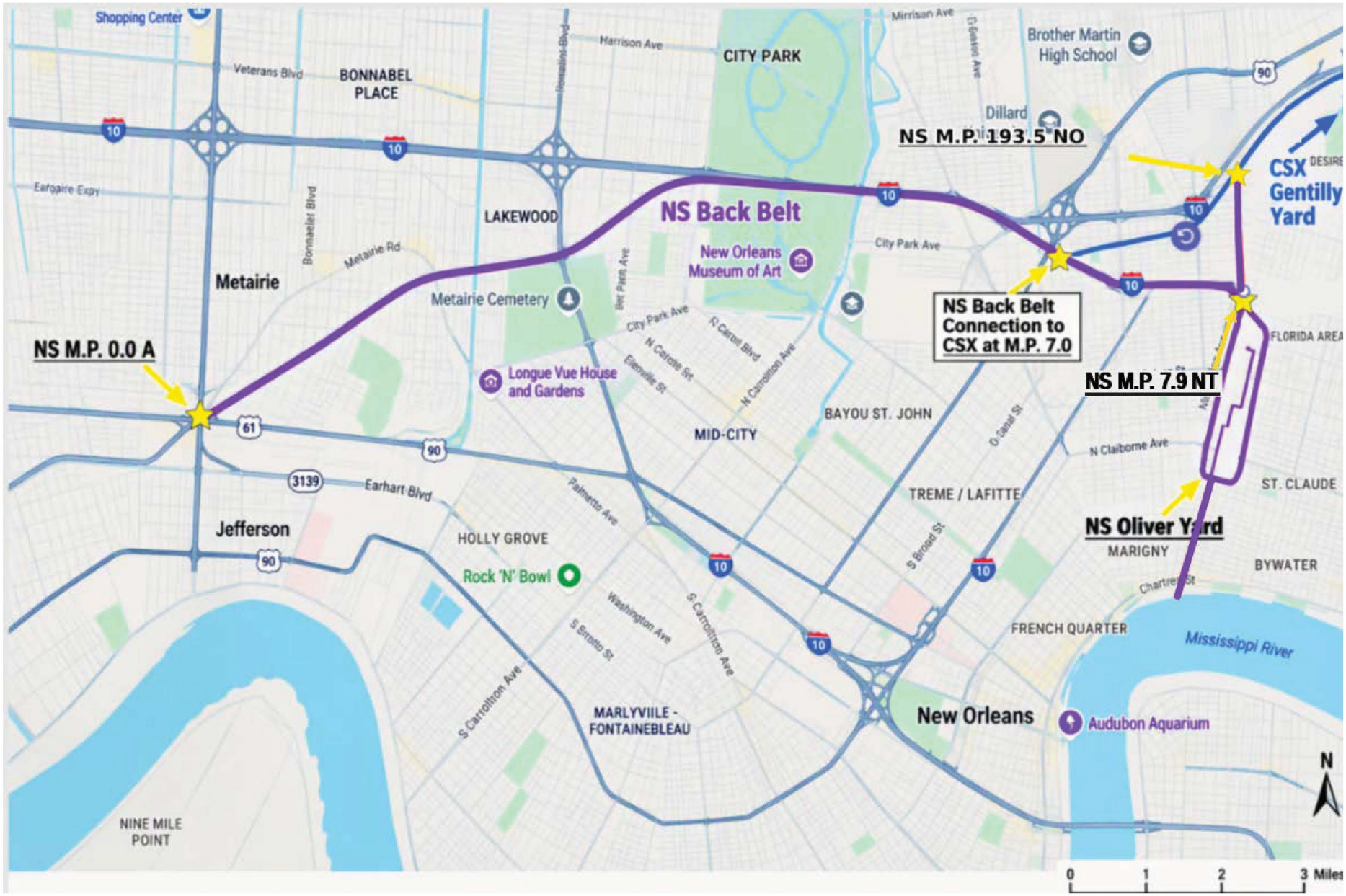
Map E


M.P. 14.9
Metals USA
Plates and Shapes
N Davis Ct
Western Heights
Waggaman Entergy
Power Station
Manor Ln
River Rd
Live Oak Blvd
WHISWOOD
Williswood Ln
18
St. John Paul II
Catholic Church
Tchoupitoulas Plantation
and Cedar Grove
Williswood Ln
Live Oak Blvd
Kennedy
Heights
Playground
Gambino Rd
Waggaman
Prairie View Ct
Federal Dr
Mission Ct
Channel I Dr
Colonial Lanes
The Blake at
Colonial Club
Colonial Club Dr
Madison Ave
Sedgefield Ave
Impstead Woods Dr
O'Neil Dr
Windsor Dr
Windsor Dr
Riverside Dr
Twelvemile
Point
Mississippi River
Mississippi River
River Rd
Wood Materials
Lauricella & Sons
N
Bridge City Ave
River Rd
Jefferson
Water Department
River Rd
Aramark
Avondale
Global Gateway
Union Pacific Railyard
M.P. J8.3
NOPB
BNSF Avondale
UP (Trackage Rights Requested)
NOPB
Other Railroads
Milepost Location

Map F


Avondale Yard
11
10
726
725
724 - 723
T R N.O. PR
CAR SHOPS
516
501
502
503
514
024 025 025 028
017 018 020 021 022 023
012 013 013 029 015 016
006 007 008
002 002 008
001 - 16
215
UP
UP
YARD OFFICE
SCALE 210
13 14
211 212 213 4
BNSF YARD
994 995 996 997
M.P. J8.3 at
West Bridge Junction
231
230
NOPB
224 225 226 227
1B TOWER
614
095
093 092 091 090 089 088
087 086 085 084 083 082 081
080
174
MT
YARD OFFICE
TURNT TABLE
10'-0" = 10' CLASS
T2
UP (Union Pacific)
NOPB (New Orleans Public Belt)

Map G


NS M.P. 193.5 NO
CSX Gentilly Yard
NS Back Belt
NS Back Belt Connection to CSX at M.P. 7.0
NS M.P. 7.9 NT
NS M.P. 0.0 A
NS Oliver Yard
Shopping Center
Veterans Blvd
BONNABEL PLACE
Harrison Ave
CITY PARK
Mirrison Ave
Brother Martin High School
Dillard
Earhart Expy
Bonnabel Blvd
Metairie Rd
LAKEWOOD
Metairie
Metairie Cemetery
New Orleans Museum of Art
City Park Ave
Longue Vue House and Gardens
N Carrollton Ave
Elleneville St
MID-CITY
BAYOU ST. JOHN
N Claiborne Ave
ST. CLAUDE
TREME / LAFITTE
MARIGNY
BYWATER
Jefferson
Earhart Blvd
Palmetto Ave
HOLLY GROVE
Rock 'N' Bowl
S Broad St
Washington Ave
S Carrollton Ave
FRENCH QUARTER
Mississippi River
MARLYVIILE - FONTAINEBLEAU
New Orleans
Audubon Aquarium
NINE MILE POINT
FLORIDA AREA
N
0 1 2 3 Miles

Map H

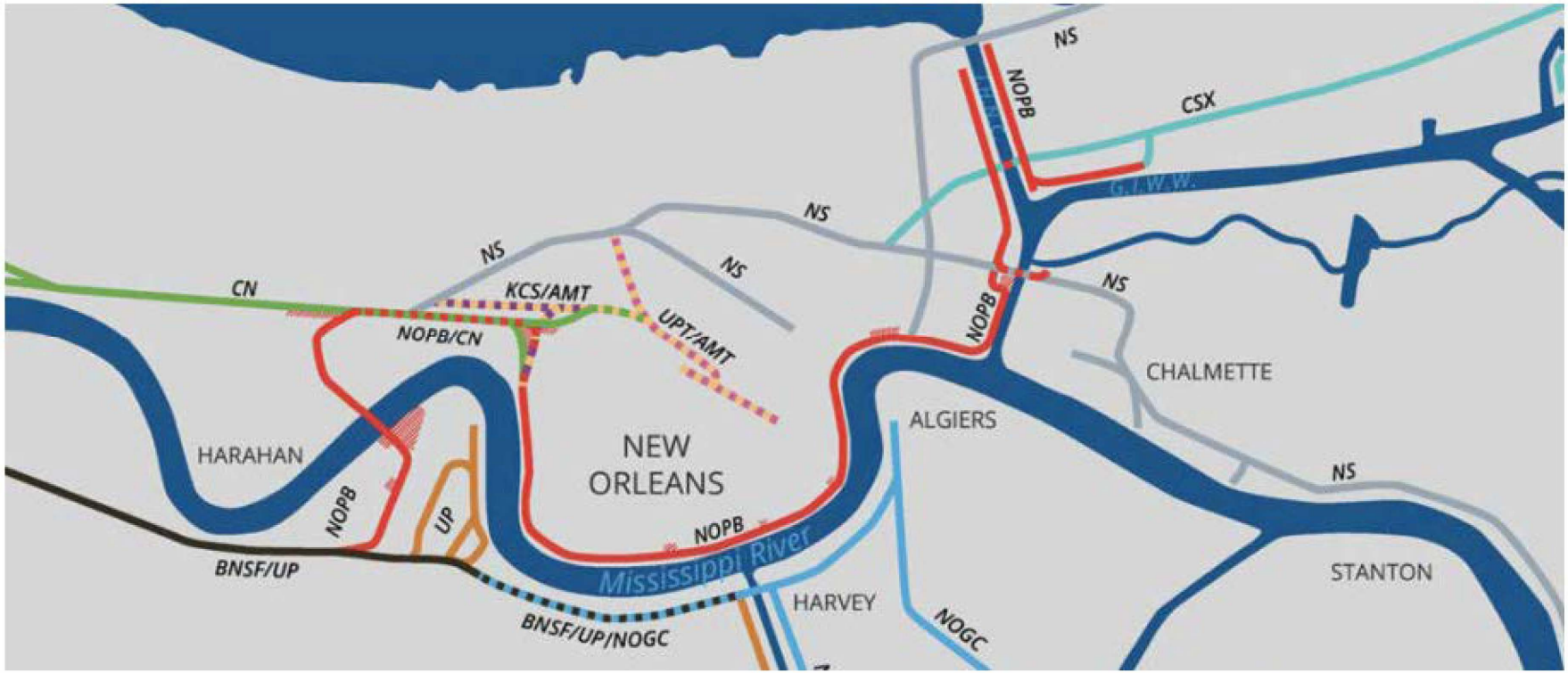

NS
NOPB
CSX
G.I.W.W.
NS
NS
NS
CN
KCS/AMT
NOPB/CN
UPT/AMT
NOPB
NS
CHALMETTE
ALGIERS
HARAHAN
NEW
ORLEANS
NOPB
UP
NOPB
NS
BNSF/UP
Mississippi River
STANTON
HARVEY
BNSF/UP/NOGC
NOGC

EXHIBIT 2

PROPOSED TRACKAGE RIGHTS AGREEMENTS

TRACKAGE RIGHTS AGREEMENT

THIS TRACKAGE RIGHTS AGREEMENT (the " Agreement "), is made and entered into this [•]th day of [•], 202[•], among NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia corporation, and ALABAMA GREAT SOUTHERN RAILROAD COMPANY, a _____ corporation **(collectively, "NS"** or **"Owner"),** and NEW ORLEANS PUBLIC BELT RAILROAD COMMISSION FOR THE PORT OF NEW ORLEANS **("NOPB" or "User")**, an independent political subdivision of the State of Louisiana. The NOPB and NS are hereinafter sometimes collectively referred to as the "Parties" and individually as a "Party."

WHEREAS, pursuant to that UNION PACIFIC CORPORATION AND UNION PACIFIC RAILROAD COMPANY (collectively "UP") – CONTROL –NORFOLK SOUTHERN CORPORATION AND NORFOLK SOUTHERN RAILWAY COMPANY ("UP NS Merger"), docketed with the Surface Transportation Board ("STB") as FD 36873 NOPB is seeking certain trackage rights from NS in the New Orleans, Louisiana area, See FD 36874 (Sub-No.31) (NOPB-3); and

WHEREAS, in connection with the transaction contemplated by the UP NS Merger, NOPB was granted certain trackage rights over portions of NS's rail line, yards, and facilities in Jefferson, Orleans, and St. Bernard Parishes, Louisiana, which specifically include rights on the following line segments, as further defined herein: 1) non-exclusive trackage and operating rights into and through NS's Oliver Yard in Orleans Parish, Louisiana (the "Oliver Yard Rights"); 2) non-exclusive trackage and operating rights over NS's Back Belt, in Orleans and Jefferson Parishes ("Back Belt Rights"); and 3) nonexclusive trackage and operating rights over NS's Chalmette Branch Line, in Orleans and St. Bernard Parishes, sufficient to establish a contiguous rail route for NOPB to provide neutral rail service to and from the Louisiana International Terminal ("LIT") and any future customers located at properties adjacent to or served within LIT ("Chalmette Branch Line Rights"); and NS has agreed to grant such trackage rights to NOPB, on the terms and subject to the conditions set forth hereinafter;

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1. TRACKAGE SUBJECT TO AGREEMENT

1.1 **Oliver Yard Trackage**: As shown more fully on Exhibit "A," attached hereto and incorporated herein, NS rail line starting at MP 7.9 NT at Oliver Junction at the north end of NS's Oliver Yard, in New Orleans, Louisiana, and continuing in and through Oliver Yard to approximately MP 9.9 of NOPB's Front Belt at the south end of NS's Oliver Yard in New Orleans, Louisiana, including all tracks within and providing access to or otherwise supporting Oliver Yard, including tracks on the N.O. & N.E. District north of Oliver Junction through NP 193.5 NO, Back Belt, and the Chalmette Branch Line.

1.2 **Back Belt Trackage:** As shown more fully on Exhibit "B," attached hereto and incorporated herein, NS rail line starting at East Bridge Junction/CN/IC Connection MP 0.0 in Jefferson Parish, Louisiana, to MP 7.9 NT at Oliver Junction at the north end of NS's Oliver Yard, in New Orleans, Louisiana, including sidings and crossovers, as well as on/off access at MP 7.0 at Elysian Fields to access CSX Transportation, Inc.'s ("CSX") mainline and its Gentilly Yard in New Orleans, Louisiana.

1.3 **Chalmette Branch Line Trackage:** As shown more fully on Exhibit "C," attached hereto and incorporated herein, NS rail line starting at MP 8.1 NT in Orleans Parish and continuing to approximately MP 9.3 LS in St. Bernard Parish to access and otherwise serve Louisiana International Terminal ("LIT") and any future customers located at properties adjacent thereto, including sidings and crossovers.

The Oliver Yard Trackage, Back Belt Trackage, and Chalmette Branch Line Trackage are collectively referred to as the "**Joint Trackage**," and include all current and future sidings, yard tracks, yard leads or ancillary tracks, switches, crossovers, signals, interlockings, structures, bridges, necessary head room/tail room, right of way and appurtenances and support facilities thereof, and all additions and betterments to, and changes in, the tracks and facilities constituting the Joint Trackage in the future as required or desirable for the operation of the trains of the Parties hereto.

Section 2. **GRANT OF TRACKAGE RIGHTS**

(a) Subject to the terms and conditions (the **"General Conditions")** set forth in Exhibit "D" to this Agreement (which is attached hereto and incorporated herein by reference), NS grants to NOPB the nonexclusive right to operate trains, locomotives, cars, and equipment with its crews in either direction over the Joint Trackage.

(b) NOPB's use of the Joint Trackage shall be in common with NS and such other railroad company or companies that NS previously, or may hereafter, grant use of any and all of the Joint Trackage. For purposes of this Agreement, trains and **"Equipment"** (as defined in Section 1.5 of Exhibit "D") of such other railroad company or companies admitted by NS to the use of the Joint Trackage shall be considered trains and Equipment of NS.

(c) NOPB shall not exercise any of the Joint Trackage rights until it obtains any required STB approval or exemption for the exercise of such rights.

(d) In the event of a conflict between the General Conditions and this Agreement, the provisions of this Agreement shall prevail.

(e) Except as otherwise provided in Section 2(b), NOPB shall not admit any third party to use the Joint Trackage, nor may NOPB provide haulage service or otherwise transport rail traffic moving in the account of any third party over the Joint Trackage; *provided,* however, that NOPB may transport railcars moving in the account of NOPB over the Joint Trackage; and *provided further,* that NOPB may operate locomotives

of another railroad as its own pursuant to its current or future tariff and/or run-through agreement with such other railroad.

(f) NOPB shall have the right to serve LIT and any future customers located at properties adjacent thereto on and along the Chalmette Branch Line.

(g) NOPB shall also have the right to transload freight at LIT and any future customers located at properties adjacent thereto on and along the Chalmette Branch Line.

(h) NOPB shall qualify its crew members as pilots and provide pilots or qualified crews on all trains prior to entering the Joint Trackage.

(i) When operating on the Joint Trackage, locomotive under NOPB's control shall have sufficient fuel for the entire movement on and along the Joint Trackage.

It is understood and agreed that NOPB shall not have the right to:

(1) Except as otherwise provided herein, serve industries or transload freight at any other intermediate points on and along the Joint Trackage;

(2) Set out, pick up or store equipment on or about Joint Trackage, or any part thereof, except (i) on tracks at LIT and/or properties adjacent thereto (ii) NOPB may tie up, fuel and service locomotives and equipment on such track(s) as shall be designated from time to time by NS's dispatcher or other designated operating officer in charge of operations at Oliver Yard, and (iii) as otherwise provided in General Conditions;

(3) Except as otherwise provided herein, operate onto or off the Joint Trackage at any location other than the end points of the Joint Trackage;

(4) Except as it relates to LIT and the properties adjacent thereto, build-in to or build-out from any point on or along the Joint Trackage;

(5) Unless prior written consent is provided by NS, at no time shall NOPB use the Joint Trackage for any passenger service of any kind or handle or operate passenger trains on or along the Joint Trackage with the exception of NOPB's Business Car, the "City of New Orleans;"

(6) Transport dimensional traffic on or along the Joint Trackage without first obtaining the common clearance protocol from NS;

(7) Detour trains of any other railroad over or upon the Joint Trackage;

(8) Load or unload cars on or along the Joint Trackage except as permitted by this Agreement or the General Conditions or incidental to cleaning derailments or other similar emergencies; or

(9) Make scheduled crew changes on or along the Joint Trackage, except at the termini.

Section 3. **MAINTENANCE AND OPERATION OF TRACKAGE**

NS, at its expense, shall maintain, repair and renew the Joint Trackage in a manner permitting operation at no less than the track standard designated in the timetable in effect on the date of this Agreement (a copy of which is appended hereto as Exhibit "E"). In the event that, for operating convenience, necessity or emergency, NS permits or directs NOPB to use adjacent tracks or track connections between or beyond the termini of the Joint Trackage as an alternate route, then and in such event, such trackage, track connections and appurtenances shall be deemed to be part of the Joint Trackage and shall be governed by all the provisions of this Agreement while such use continues.

Section 4. **LIMITATIONS AND MEASUREMENT OF TRACKAGE RIGHTS TRAINS**

NOPB trains shall have a sufficient horse-power per ton ratio ("HPT") to traverse the Joint Trackage; *provided,* that NS shall accept NOPB trackage rights trains of similar size and operating characteristics as NS's (and other user's) own trains, consistent with available capacity, mainline and siding restrictions, operating rules such as designated horsepower per ton, maximum train length, and maximum gross tonnage parameters that govern NS's (and other user's) trains moving over the Joint Trackage.

All trains of NS and NOPB shall be treated equally and operated and dispatched on a first- come first-served basis without prejudice or partiality, except for passenger trains which shall have priority. In the event of refusal to grant a NOPB train admission to or operation on the Joint Trackage, NOPB shall have no claim of any nature against NS by reason of such refusal provided that the trains of NS (and other user(s)) and NOPB are treated equally and operated and dispatched without prejudice or partiality.

Section 5. **COMPENSATION**

(a) In addition to any other payments to be made under this Agreement, NOPB shall remit to NS for its use of the Joint Trackage, on a monthly basis, [•] cents per car mile for each loaded or empty car, locomotive or caboose moved by NOPB (the **"Base Charge").** The Base Charge shall be deemed to include compensation to NS for ordinary and programmed maintenance of the Joint Trackage, operating expenses, interest rental, depreciation and taxes. With respect to articulated units, the number of cars shall be determined by the Association of American Railroads ("AAR") Car Type Code as defined in the UMLER Specification Manual. The second character in the Car Type Code field covering codes "Q" and "S" will be the factor in determining the car count for an articulated unit. For example, AAR Car Type Code (S566) would equate to a five (5) car count as these type cars have five wells capable of handling 40' to 53' containers in each well. (Car count data for articulated units are subject to change upon development of technology to separate units by car numbers.)

(b) For the purpose of computing the Base Charge under this Section 5, the Parties hereby mutually agree that the track mileage for Oliver Yard Rights is 2 miles, Back Belt Rights is 7.9

miles, and Chalmette Branch Line Rights is 13.27 miles, for a total Joint Trackage of 23.17 miles (the **"Mileage Factor")**. In the event that for whatever reason physical changes are made to the Joint Trackage that result in a change in the track mileage provided in the prior sentence, then the Mileage Factor will be adjusted up or down to reflect such new mileage, and such adjusted Mileage Factor will be used to calculate the monthly Base Charge effective with the commencement of NOPB's operations over the new track.

(c) The Base Charge set forth in Section 5(a) of this Agreement shall be adjusted every five (5) years during the term of this Agreement beginning on the 1st day of April, 202[•] to reflect 100 percent of increase or decrease in the cost of labor and material, excluding fuel, as reflected in Table A, Annual Indices of Charge-Out Prices and Wage Rates (1977=100), Series RCR, included in "AAR Railroad Cost Indexes" and supplements thereto, issued by the AAR. In making such determination, the final "Material prices, wage rates and supplements combined (excluding fuel)" index for the East District shall be used. The Base Charge shall be revised by calculating the percentage of increase or decrease for the year to be revised based on the final index of the most recently completed calendar year as related to the final index of the calendar year prior to the most recently completed calendar year; and applying this percentage of increase or decrease to the current Base Charge to be escalated.

By way of example, assuming "A" to be the "Material prices, wage rates and supplements combined (excluding fuel)" final index figure for the calendar year prior to the most recently completed calendar year; "B" to be the "Material prices, wage rates and supplements combined (excluding fuel)" final index figure for the most recently completed calendar year; and "C" to be the current Base Charge to be escalated; the revised Base Charge would be determined by the following formula:

BIA x C = Revised Base Charge, Rounded to Nearest Whole Cent (5 Mills or More Rounds to Next Cent)

In the event the base for the Annual Indexes of Charge-Out Prices and Wage Rates issued by the AAR shall be changed from the year 1977, appropriate revision shall be made. If the AAR or any successor organization discontinues publication of the Annual Indices of Charge-Out Prices and Wage Rates, an appropriate substitute for determining the percentage of increase or decrease shall be negotiated by the Parties. In the absence of agreement, the matter will be referred to the STB for determination. In the event said Board is without jurisdiction to make such a determination, the Parties shall submit the matter to binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association. The decision of the arbitrator so appointed by said Association shall be final and binding upon the Parties. Each Party to the arbitration shall pay the compensation, costs, fees, and expenses of its own witnesses, exhibits, and counsel. The compensation, costs, and expenses of the arbitrator shall be borne equally by such Parties; *provided,* that the per car mile rate shall never be less than the Base Charge set forth in this Section 5.

Section 6. **LIABILITY**

Any liability for loss, damage, injury or death which arises from the operation of trains under this Agreement shall be allocated, settled and paid in the manner set forth in Section 5 of the General Conditions attached hereto.

Section 7. **TERM AND TERMINATION**

This Agreement shall become effective (the **"Effective Date"**) on the later of (i) the date upon which UP and NS consummate the merger transaction contemplated in STB Docket No. FD 36873, (ii) the date upon which NOPB having obtained any required STB approval or exemption for the exercise of the trackage rights granted pursuant to this Agreement, and (iii) such other date as the Parties may mutually agree in writing. This Agreement shall remain in effect for an initial term of thirty (30) years (the **"Initial Term").** Upon expiration of the Initial Term, this Agreement shall automatically renew for five (5) successive terms of ten (10) years (each a **"Renewal Term").** Upon expiration or termination of this Agreement, all obligations (including, without limitation, obligations to remit fees and obligations of indemnity) arising or accruing prior to such termination or expiration and all provisions of this Agreement necessary to enforce and resolve same shall survive and remain enforceable.

Section 8. **INCORPORATION**

The "Whereas" clauses stated above are incorporated as if more fully set forth herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

NORFOLK SOUTHERN RAILWAY COMPANY

By: _____
[NAME]
[TITLE]
Date: _____

ALABAMA GREAT SOUTHERN RAILROAD COMPANY

By: _____
[NAME]
[TITLE]
Date: _____

NEW ORLEANS PUBLIC BELT RAILROAD COMMISSION FOR THE PORT OF NEW ORLEANS

By:_____

[NAME]

[TITLE]

Date:_____

EXHIBIT A

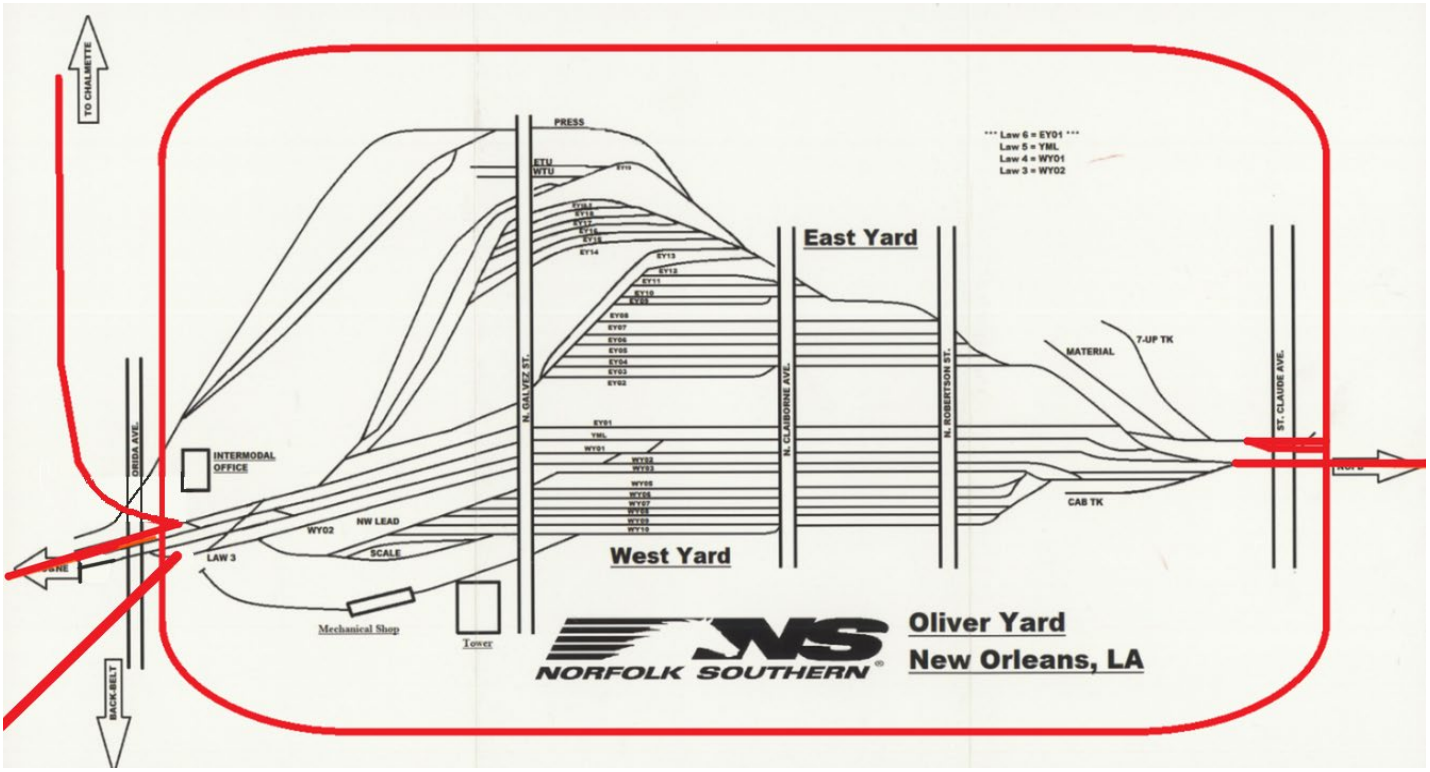

TO CHALMETTE
PRESS
ETU
WTU
*** Law 6 = EY01 ***
Law 5 = YML
Law 4 = WY01
Law 3 = WY02
East Yard
N. CLAIBORNE AVE.
N. ROBERTSON ST.
N. GALVEZ ST.
ST. CLAUDE AVE.
MATERIAL
7-UP TK
CAB TK
INTERMODAL OFFICE
ORLEANS AVE.
WY02
NW LEAD
SCALE
LAW 3
West Yard
Mechanical Shop
Tower
BACK-BELT
NORFOLK SOUTHERN
Oliver Yard
New Orleans, LA

EXHIBIT B


NS M.P. 0.0 A
NS Back Belt
NS M.P. 193.5 NO
NS Back Belt Connection to CSX at M.P. 7.0
CSX Gentilly Yard
NS M.P. 7.9 NT
NS Oliver Yard
Metairie
Jefferson
LAKEWOOD
CITY PARK
BONNABEL PLACE
MID-CITY
BAYOU ST. JOHN
TREME / LAFITTE
MARIGNY
BYWATER
ST. CLAUDE
FRENCH QUARTER
HOLLY GROVE
MARLYVIILE - FONTAINEBLEAU
NINE MILE POINT
New Orleans
Mississippi River
Metairie Cemetery
New Orleans Museum of Art
Longue Vue House and Gardens
Rock 'N' Bowl
Audubon Aquarium
Brother Martin High School
Dillard
Shopping Center
Veterans Blvd
Harrison Ave
Mirrison Ave
City Park Ave
Metairie Rd
Earhart Blvd
Palmetto Ave
Washington Ave
S Carrollton Ave
N Claiborne Ave
Earhart Expy
Bonnabel Blvd
N Carrollton Ave
S Broad St
Charters St
FLORIDA AREA
N
0 1 2 3 Miles

EXHIBIT C

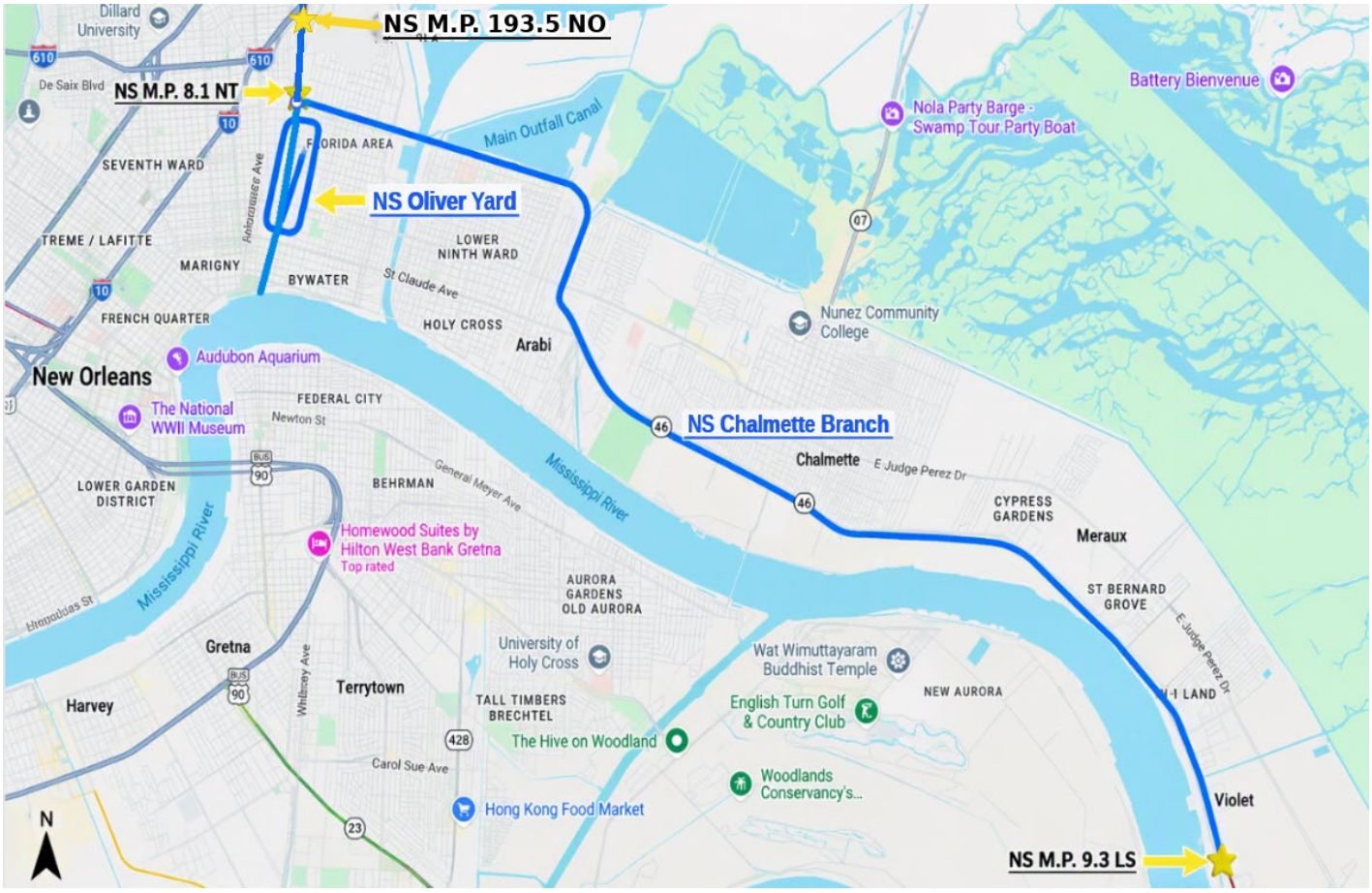

NS M.P. 193.5 NO
NS M.P. 8.1 NT
NS Oliver Yard
NS Chalmette Branch
NS M.P. 9.3 LS
Dillard University
De Saix Blvd
SEVENTH WARD
FLORIDA AREA
Main Outfall Canal
Battery Bienvenue
Nola Party Barge - Swamp Tour Party Boat
TREME / LAFITTE
MARIGNY
BYWATER
LOWER NINTH WARD
St Claude Ave
FRENCH QUARTER
HOLY CROSS
Arabi
Nunez Community College
Audubon Aquarium
New Orleans
The National WWII Museum
FEDERAL CITY
Newton St
LOWER GARDEN DISTRICT
BEHRMAN
General Meyer Ave
Mississippi River
Chalmette
E Judge Perez Dr
CYPRESS GARDENS
Meraux
Homewood Suites by Hilton West Bank Gretna
Top rated
AURORA GARDENS OLD AURORA
ST BERNARD GROVE
Gretna
University of Holy Cross
Wat Wimuttayaram Buddhist Temple
Terrytown
TALL TIMBERS BRECHTEL
NEW AURORA
Harvey
English Turn Golf & Country Club
The Hive on Woodland
Carol Sue Ave
Woodlands Conservancy's...
Hong Kong Food Market
Violet
N

EXHIBIT "D" GENERAL CONDITIONS

Section 1. DEFINITIONS

1.1 "Agreement" shall mean that certain Trackage Rights Agreement dated as of the [•]th day of [•], 202[•] by and among Norfolk Southern Railway Company, Alabama Great Southern Railroad Company (collectively, "NS") and New Orleans Public Belt Railroad Commission for the Port of New Orleans ("NOPB"), to which this Exhibit "D" is appended. The term "Agreement" shall include this Exhibit "D" in its entirety.

1.2 "Owner" shall mean NS.

1.3 "User" shall mean NOPB.

1.4 "Joint Trackage" shall mean the following:

Oliver Yard Trackage: As shown more fully on Exhibit "A," and incorporated herein, NS rail line starting at MP 7.9 NT at Oliver Junction at the north end of NS's Oliver Yard, in New Orleans, Louisiana, and continuing in and through Oliver Yard to approximately MP 9.9 of NOPB's Front Belt at the south end of NS's Oliver Yard in New Orleans, Louisiana, including all tracks within and providing access to or otherwise supporting Oliver Yard, including tracks on the N.O. & N.E. District north of Oliver Junction through NP 193.5 NO, Back Belt, and the Chalmette Branch Line.

Back Belt Trackage: As shown more fully on Exhibit "B," and incorporated herein, NS rail line starting at East Bridge Junction/ CN/IC Connection MP 0.0 in Jefferson Parish, Louisiana, to MP MP 7.9 NT at Oliver Junction at the north end of NS's Oliver Yard, in New Orleans, Louisiana, including sidings and crossovers, as well as on/off access at MP 7.0 at Elysian Fields to access CSX Transportation, Inc. ("CSX")'s mainline and its Gentilly Yard in New Orleans, Louisiana.

Chalmette Branch Line Trackage: As shown more fully on Exhibit "C," and incorporated herein, NS rail line starting at MP 8.1 NT in Orleans Parish and continuing to approximately MP 9.3 LS in St. Bernard Parish to access and otherwise serve Louisiana International Terminal ("LIT") and any future customers located at properties adjacent thereto, including sidings and crossovers.

The **Joint Trackage**" shall also include all sidings, yard tracks, yard leads or ancillary tracks, switches, crossovers, signals, interlockings, structures, and bridges, including all necessary head room/tail room, right-of-way and appurtenances and support facilities thereof, and all additions and betterments to, and changes in, the tracks and facilities constituting the Joint Trackage in the future as are required or desirable for the operation of the trains of the parties hereto.

1.5 "Equipment" shall mean and include (i) trains, locomotives, cars and cabooses, (ii) vehicles and machinery which are capable of being operated on railroad tracks that, at the time of an occurrence, are being operated on the Joint Trackage, and (iii) vehicles and machinery that, at the time of an occurrence, are on the Joint Trackage or its right-of-way for the purpose of performing maintenance, repairs or the clearing of wrecks thereon.

1.6 "STB" shall mean the Surface Transportation Board, or any successor agency.

Section 2. MAINTENANCE CHANGES IN AND/OR ADDITIONS, OPERATION AND CONTROL

2.1 The construction, maintenance, repair, and renewal of the Joint Trackage shall be the responsibility, and under the exclusive direction and control, of Owner. Owner shall use reasonable and customary care, skill, and diligence in the construction, operation, maintenance, repair, and renewal of the Joint Trackage and in managing same. Notwithstanding anything to the contrary contained in the Agreement and except as otherwise provided in Section 5 of this Exhibit D, User shall not, by reason of Owner's performing or failing or neglecting to perform any construction, operation, maintenance, repair, renewal, or management of the Joint Trackage, have or make against Owner any claim or demand for any loss, damage, destruction, injury, or death whatsoever resulting therefrom; *provided,* that the Joint Trackage is at all times maintained to Federal Railroad Administration Class 3 or higher track standards.

2.2 Owner may make any additions and betterments to, and changes in, the Joint Trackage which may be required by law, or which Owner deems necessary or desirable for the safe, efficient, and economical use of the Joint Trackage by the parties. Such additions, betterments and changes shall progressively become part of the Joint Trackage during construction as they are completed. User may request additions and betterments to, and changes in, the Joint Trackage which User shall deem necessary or desirable for the safe, efficient, and economical use of the Joint Trackage by the parties. If Owner concurs with such additions and betterments, or changes requested by User, Owner shall construct the same upon such terms and conditions as may be agreed upon and they shall become part of the Joint Trackage. In the event that Owner does not concur with such additions, betterments or changes requested by User, Owner shall nevertheless construct the same at User's sole cost and expense if so requested by User. Owner shall make no retirement, withdrawal, elimination or disposal of any part of the Joint Trackage which would permanently or materially impair the usefulness thereof to User.

2.3 The management and operation of the Joint Trackage shall be under the exclusive direction and control of Owner. Owner shall make such changes to the management and operations on and over the Joint Trackage as in Owner's reasonable judgment may be necessary, expedient, or proper for the operations thereof herein intended. The parties acknowledge that separate agreements may be required in connection with positive train control ("PTC") requirements on the Back Belt Trackage and Owner agrees to cooperate with User to get it the necessary access to its system in connection therewith.

2.4 If the use of the Joint Trackage shall at any time be interrupted or traffic thereon or thereover be delayed for any cause, neither party shall have or make any claim against the other for loss, damage, or expense of any kind, caused by or resulting from such interruption or delay.

2.5 Owner may from time to time substitute any track or tracks for those delineated in the Agreement for use by User; *provided,* User shall at all times have access to a contiguous route of equal utility as the Joint Trackage for the operation of User's Equipment between the termini of the Joint Trackage. When tracks that are not specified as part of the Joint Trackage in Section 1.4 of these General Conditions are used as provided in this Section 2.5, the Agreement shall govern for purposes of direction and control and liability as if all train movements had been made over the Joint Trackage.

2.6 Each party shall be responsible for furnishing, at its own expense, all labor, fuel, and train supplies necessary for the operation of its own Equipment over the Joint Trackage. In the event a party hereto does furnish such labor, fuel, or train supplies to another party hereto, the party receiving same shall promptly, upon receipt of billing therefor, reimburse the party furnishing same for its reasonable costs of furnishing such labor, fuel, or train supplies and/or pay for such services in accordance with the applicable tariff and/or separate agreements.

2.7 The operation by User on or along the Joint Trackage shall at all times be in accordance with the rules, instructions and bulletins of Owner as they may be amended and supplemented from time to time; *provided,* however, that such rules, instructions and bulletins shall be reasonable, just, and applied fairly to all parties using the Joint Trackage and shall not discriminate against any of them.

2.8 User shall be responsible for reporting and paying any mileage, per diem, use, or rental charges accruing on Equipment in User's account while on the Joint Trackage. Except as may be specifically provided for in the Agreement, nothing herein contained is intended to change practices with respect to interchange of traffic between the parties or with other carriers on or along the Joint Trackage.

2.9 The total cost of clearing a derailment, cleaning up any Hazardous Materials released during such derailment, and/or repairing the Joint Trackage or any other property damaged thereby shall be borne by the party or parties liable therefor in accordance with Section 4 of these General Conditions.

2.10 In the event of release of Hazardous Materials caused by faulty equipment or third parties, cleanup will be conducted and total costs resulting therefrom shall be borne by the parties as provided for in Section 4 of these General Conditions.

2.11 All employees of User engaged in or connected with the operations of User on or along the Joint Trackage shall be required to pass periodic examination on the rules of Owner related to the Joint Trackage; *provided,* with respect to such examinations that, upon request of User, Owner shall qualify one or more of User's supervisory officers on said rules and such supervisory officer or officers so qualified shall thereafter examine all employees of User engaged in or connected with User's operations on or along the Joint Trackage. Pending qualification of train and engine crews of User, Owner shall furnish a pilot or pilots, at the expense of User, as deemed reasonably necessary by Owner to assist in operating trains of User over the Joint Trackage.

2.12 If any employee of User shall neglect, refuse, or fail to abide by Owner's rules, instructions, and bulletins governing the operation on or along the Joint Trackage, such employee shall, upon written request of Owner, be prohibited by User from working on the Joint Trackage. If either party shall deem it necessary to hold a formal investigation to establish such neglect, refusal, or failure on the part of any employee of User, then upon such notice presented in writing, Owner and User shall promptly hold a joint investigation in which all parties concerned shall participate and bear the expense for its officers, counsel, witnesses, and employees. Notice of such investigation shall be given to employees of User by User's officers, and such investigation shall be conducted in accordance with applicable terms and conditions of the applicable labor agreements between User and its employees. If, in the judgment of Owner, the result of such investigation warrants, such employee shall, upon written request of Owner, be withdrawn by User from service on the Joint Trackage, and User shall release and indemnify Owner from and against any and all claims and expenses because of such withdrawal, except as otherwise provided below.

If the disciplinary action is appealed by an employee of User to the National Railroad Adjustment Board or other tribunal lawfully created to adjudicate such cases, and if the decision of such board or tribunal sustains the employee's position, such employee shall not thereafter be barred from service on the Joint Trackage by reason of such occurrence.

It is understood that Owner shall reimburse User for all payments that User might be required to make as a result of a successful challenge being made by the employee or his representative as to the discipline recommended by Owner and assessed by User. User agrees to notify Owner before committing itself to making payment of any such employee claim. In the event a claim is progressed to an Adjustment Board, Owner will be given an opportunity to review User's submission. Any payments made to employees, as a result of an investigation being "overturned", shall include not only actual wages, but in addition, shall include expenses which User may be required to pay covering vacation allowances, Railroad Retirement taxes, unemployment insurance taxes and any other payroll tax or fringe benefits.

2.13 If any Equipment of User is bad ordered enroute on the Joint Trackage and it is necessary that it be set out, such bad-ordered Equipment shall, after being promptly repaired, be promptly picked up by User. Unless otherwise agreed, Owner may, upon request of User and at User's expense, furnish the required labor and material and perform light repairs to make such bad-ordered Equipment safe for movement. In the case of such repairs by Owner to freight cars in User's account, billing therefor shall be in accordance with the Field and Office Manuals of the Interchange Rules adopted by the Association of American Railroads ("AAR"), hereinafter called "Interchange Rules", in effect at the date of performance of the repairs. Owner shall prepare and submit billing directly to and collect from the car owner for car-owner responsibility items as determined under said Interchange Rules. Should said car owner refuse or otherwise fail to make payment therefor, Owner shall submit billing to and collect from User any charges for repair to freight cars that are car-owner responsibility items, as determined under said Interchange Rules.

2.14 If Equipment of User shall become derailed, wrecked, or otherwise disabled while upon the Joint Trackage, it shall be re-railed or cleared by Owner; *provided,* that employees of User may re-rail User's derailed Equipment on the Joint Trackage whenever use of motorized on or off track equipment is not required and User has obtained permission to perform such re- railing from Owner (which permission shall not be unreasonably denied, conditioned or delayed). The costs and expenses of clearing derailments and wrecks shall be at User's expense unless otherwise provided for in allocation of liability in Section 5 of these General Conditions.

2.15 In the event Equipment of User shall be forced to stop on Joint Trackage, and such stoppage is due to insufficient hours of service remaining among User's employees, or due to mechanical failure of User's Equipment, or any other cause not resulting from an accident or derailment, and such Equipment is unable to proceed, or if a train of User fails to maintain the speed required by Owner on the Joint Trackage, or if in emergencies, crippled or otherwise defective Equipment is set out of User's trains on the Joint Trackage, Owner shall have the option, at the request of User, to furnish motive power or such other assistance (including but not limited to the right to re-crew User's train) as may be necessary to haul, help or push such Equipment, or to properly move the disabled Equipment off the Joint Trackage. The costs and expenses of furnishing motive power or of rendering such other assistance shall be at User's reasonable expense.

2.16 In the event any accident, derailment, or wreck (hereinafter, a **"Derailment")** involving cars on or in a train operated by User carrying hazardous materials, substances, pollutants or wastes, as defined pursuant to federal, state or local laws, rules, regulations, and/or ordinances and/or court decisions interpreting such laws, rules, regulations, and/or ordinances (hereinafter, **"Hazardous Materials")** shall occur on any segment of the Joint Trackage, any report required by federal, state or local authorities shall be the responsibility of User. User shall also advise the owner/shipper of the Hazardous Materials involved in the derailment, and Owner, immediately.

Unless otherwise agreed by the parties, Owner shall assume responsibility for cleaning up any release of Hazardous Materials from User's cars in accordance with all federal, state, or

local regulatory requirements. User may have representatives at the scene of the derailment to observe and provide information and recommendations concerning the characteristics of Hazardous Materials release and the cleanup effort. Such costs shall be borne in accordance with Section 4 of these General Conditions.

If Hazardous Materials must be transferred to undamaged cars, User shall perform the transfer, provided, however, that if the Hazardous Materials are in damaged cars that are blocking the Joint Trackage, Owner, at its option, may transfer the Hazardous Materials. Transfers of Hazardous Materials by User shall only be conducted after being authorized by Owner.

Section 3. BILLING; DEFAULT

3.1 Billing shall be accomplished on the basis of data contained in a billing form mutually agreed to between the parties. Such billing form shall contain sufficient detail to permit computation of payments to be made hereunder. Billing shall be prepared in accordance with the Base Charge and Mileage Factor set forth in Sections 5(a) and 5(b), respectively, of the Agreement (and, as applicable, the rules, additives, and equipment rental rates published by Owner). User shall pay to Owner at the Office of the Treasurer of Owner or at such other location as Owner may from time to time designate, all the amounts due pursuant to the Agreement, in lawful money of the United States, within sixty (60) days after the receipt of bills therefor. Bills shall contain a statement of the amount due on account of the expenses incurred and services rendered during the billing period.

3.2 Errors or disputed items in any bill shall not be deemed a valid excuse for delaying payment, and bills shall be paid subject to subsequent adjustment. No exception to any bill shall be honored, recognized, or considered if filed after the expiration of two (2) years from the last day of the calendar month during which the bill is rendered. No bill shall be rendered later than two (2) years (i) after the last day of the calendar month in which the expense covered thereby is incurred, or (ii) in the case of claims disputed as to amount or liability, after the amount is settled and/or the liability(ies) established. This provision shall not limit the retroactive adjustment of billing made pursuant to retroactive adjustment of wage rates and settlement of wage claims.

3.3 So much of the books, accounts and records of each party hereto as are related to the subject matter of the Agreement shall at all reasonable times be open to inspection by the authorized representatives and agents of the parties hereto.

All books, accounts, and records shall be maintained to furnish readily full information for each item in accordance with 49 U.S.C. § 11161 *et seq.* and the related regulations of the STB in 49 C.F.R. Part 1201, 1-3, *et seq.*

3.4 Should any amount become payable by Owner to User under the Agreement, the provisions of Section 3.1 through Section 3.3 of these General Conditions shall apply with User as the billing party and Owner as the paying party.

No action of Owner in waiving any default of User under this Agreement shall be deemed to waive any subsequent default of User, or to impair any rights of Owner under the Agreement.

Section 4. COMPLIANCE WITH LAWS

4.1 User shall not treat, store or dispose of petroleum products or Hazardous Materials at any location on or along the Joint Trackage.

4.2 The total cost of clearing a Derailment or other incident, accident, or vehicle striking or being struck by Equipment ("Incident"), cleaning up any Hazardous Materials released during such Derailment or Incident, repairing the Joint Tracks or any other property damaged thereby and responsibility for **"Environmental Claims"** (as defined in Section 4.5, below), shall be borne by the party or parties liable therefor pursuant to the allocation of liability in Section 5 of these General Conditions.

4.3 Each party shall release the other party to the extent it is responsible for an Environmental Claim, and, to the extent of such responsibility, shall defend, indemnify, protect and save harmless such other party from and against such Environmental Claim and costs associated therewith, including, but not limited to, environmental consultant fees, attorneys' fees and third-party claims.

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

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

4.6 The liability and indemnity provisions of Sections 4 and 5 of these General Conditions shall continue in full force and effect regardless of whether the Agreement is terminated pursuant to any other provision, or the Joint Trackage is abandoned and vacated by User.

Section 5. LIABILITY

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

(a) Except as otherwise provided herein, if a Loss results from the use of the Joint Trackage solely by the Equipment of only one of the parties to the Agreement without the involvement of any Equipment of the other party, then the party whose Equipment is involved shall be solely responsible for the Loss, except to the extent caused by NS' dispatching, train signals, operations, or failure to maintain the Joint Trackage or any other defect therein.

(b) If a Loss results from the use of the Joint Trackage by both Owner and User and involves the Equipment of both parties, then the Loss shall be divided in proportional responsibility between or among them as to the cause of the Loss.

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

(d) Notwithstanding any provision of this Section 5 to the contrary, each Party shall assume and bear all responsibility for any Loss is that is directly or proximately caused by acts or omissions of any of its employees while under the influence of drugs or alcohol.

(e) Whenever any liability, cost, or expense is assumed by or allocated to any party to this Agreement pursuant to this Section 5, that party shall forever protect, defend, indemnify, and save harmless the other party to the Agreement and its subsidiaries and affiliates, and all of its and their respective directors, officers, agents, and employees from and against that liability, cost, and expense

assumed by that party or apportioned to it to the fullest extent allowed by law. Nothing in the Agreement or its Exhibits shall be interpreted as a waiver by NOPB of any sovereign immunity rights to which it is entitled, nor as any expansion of liability or indemnity which it is otherwise allowed to provide under applicable Louisiana law. Notwithstanding any provision to the contrary herein, no obligations of indemnity of either party shall apply with respect to punitive or exemplary damages to the extent arising from the conduct of the party to be otherwise indemnified hereunder.

(f) In every case of death or injury suffered by an employee of any party to the Agreement, when compensation to such employee or employee' s dependents is required to be paid under any workmen's compensation, occupational disease, employer's liability, or other law, and either of said parties under the provisions of the Agreement is required to pay said compensation, if such compensation is required to be paid in installments over a period of time, such party shall not be released from paying any future installments by reason of the expiration or other termination of the Agreement prior to any of the respective dates upon which any such future installments are to be paid.

(g) If any suit or action shall be brought against any party for damages which under the provisions of the Agreement are in whole or in part the responsibility of the other party, said other party shall be notified in writing by the party sued, and the party so notified shall have the right and be obligated to take part in the defense of such suit and shall pay its allocated share of the judgment and cost, expense and attorneys' fees incurred in such suit as determined pursuant to this Section 5.

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

Section 6. APPLICABLE LAW & VENUE

The Agreement and any claims, disputes or controversies arising hereunder shall be governed by and construed in accordance with the laws of the State of Louisiana, without giving effect to any choice or conflict of laws provision or rule (whether of the State of Louisiana or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Louisiana. Venue of any action arising from the Agreement shall be exclusively in the Civil District Court, Orleans Parish, State of Louisiana, 24th Judicial District Court, Parish of Jefferson, State of Louisiana or the United States District Court for the Eastern District of Louisiana. The parties irrevocably waive any objection which they may have now or hereafter to (a) the personal jurisdiction of the federal and state courts in the State of Louisiana, (b) the venue of any proceeding brought in such court, or (c) that such proceedings have been brought in a non-convenient forum when brought in such court. The parties irrevocably agree that any final judgment (after appeal or expiration of time for appeal) entered by such court shall be conclusive

and binding upon the parties and may be enforced in the courts of any other jurisdiction to the fullest extent permitted by law.

Section 7. GOVERNMENTAL APPROVAL; ABANDONMENT

7.1 User shall, at its own cost and expense, initiate by appropriate application or petition and thereafter diligently prosecute proceedings to obtain any required STB and Federal Communications Commission ("FCC") approval or exemption for the exercise of the trackage rights granted to User pursuant to the Agreement. Owner, at its expense, shall assist and support said application or petition and will furnish such information and execute, deliver, and file such instrument or instruments in writing as may be necessary or appropriate to obtain such STB and/or FCC consent, approval, or authority. User and Owner agree to cooperate fully to procure all such necessary consent, approval, or authority.

7.2 Owner reserves the right, to the extent that Owner may lawfully do so and subject to any required STB approval or exemption, to abandon all or any part of the Joint Trackage at any time during the life of the Agreement without concurrence of User, by giving six (6) months prior written notice to User of its intention so to do; *provided,* that User shall have a right of first refusal to purchase all or such part of the Joint Trackage that Owner proposes to abandon at a price to be calculated in the manner prescribed by the STB's regulations governing Offers of Financial Assistance at 49 C.F.R. § 1152.27 or any successor regulations. Any sale to or other conveyance of all or any portion of the Joint Trackage to a third-party shall be subject to the obligations set forth in Section 8.2 below.

7.3 Each party shall be responsible for any labor claims of, and shall bear the cost of employee protection payable to, its own employees and the employees of companies affiliated with it, to the extent resulting from the Agreement and/or such party's operations on the Joint Trackage.

Section 8. OTHER CONSIDERATIONS

8.1 Nothing in the Agreement shall limit the right of Owner to admit other companies to the use of the Joint Trackage or any part thereof on such terms and conditions as are acceptable to Owner; *provided,* that the operations of such other companies shall not unduly interfere with or delay the operations of User on and along the Joint Trackage. Except as otherwise provided in Section 2 (b) of the Agreement, User shall have no right to admit any person, firm, or corporation to the use of the Joint Trackage.

8.2 The Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors, lessees, and assigns. Neither NS nor NOPB may assign the Agreement, or any of its rights, interests or obligations hereunder, including by operation of law or otherwise, without the prior written consent of the other party, which consent will not be unreasonably withheld, conditioned or delayed; *provided,* that either party may assign the Agreement without the prior consent of the other party in connection with a corporate merger, asset sale, assignment, mortgage or lease of substantially all of such party's railroad lines and business. In connection with the sale, lease or transfer by Owner of all or a portion

of the Joint Trackage, Owner shall require the purchaser, lessee or transferee of such portion (or all) of the Joint Trackage to accept assignment in writing of the Agreement with respect to, and to perform Owner's obligations under the Agreement, with respect to the portion of the Joint Trackage sold, leased or transferred.

8.3 The Agreement and each and every provision hereof is for the exclusive benefit of the parties hereto and not for the benefit of any third party. Nothing herein contained shall be taken as creating or increasing any right in any third person to recover by way of damages or otherwise against any of the parties hereto.

8.4 All notices, demands, requested, or submissions which are required or permitted to be given pursuant to the Agreement shall be given by either party to the other in writing by serving the same upon the Vice President of Operations for Owner and the General Manager of User.

8.5 If any covenant or provision of the Agreement not material to the right of User to use the Joint Trackage shall be adjudged void, such adjudication shall not affect the validity, obligation, or performance of any other covenant or provision which is in itself valid. No controversy concerning any covenant or provision shall delay the performance of any other covenant or provision. Should any covenant or provision of the Agreement be adjudged void, the parties will make such other arrangements as, under the advice of counsel, will effect the purposes and intent of the Agreement.

8.6 All Section headings are inserted for convenience only and shall not affect any construction or interpretation of the Agreement.

8.7 No term or provision of the Agreement may be changed, waived, discharged, or terminated except by an instrument in writing signed by both parties to the Agreement.

8.8 All words, terms and phrases used in the Agreement shall be construed in accordance with the generally applicable definition or meaning of such words, terms, and phrases in the railroad industry in the United States.

8.9 The Agreement is the result of mutual negotiations between the parties hereto, neither of whom shall be considered the drafter for purposes of contract construction.

8.10 NS acknowledges that the NOPB is subject to the Louisiana Public Records Law and Open Meetings Law (collectively the "Public Disclosure Laws"). Except as provided by, and in accordance with, all applicable laws, including the Public Disclosure Laws, or by rule, order, or regulation of any court or regulatory agency with jurisdiction over the subject matter of the Agreement or the parties, all commercial information to which access is provided or obtained hereunder will be kept confidential and will not be disclosed by either party to any person other than an affiliate of that party and its and its affiliates' respective officers, directors, employees who need to know, and attorneys, without the prior written approval of the other party. In the event the NOPB receives a public records request,

made pursuant to the Public Disclosure Laws, that may result in disclosure of this Agreement or any information contained herein to a non-party, the NOPB shall promptly notify NS.

End of Exhibit "D".

TRACKAGE RIGHTS AGREEMENT

THIS TRACKAGE RIGHTS AGREEMENT (the " Agreement "), is made and entered into this [•]th day of [•], 202[•], by and between UNION PACIFIC RAILROAD COMPANY, a _____ corporation **("UP"** or **"Owner")**, and NEW ORLEANS PUBLIC BELT RAILROAD COMMISSION FOR THE PORT OF NEW ORLEANS **("NOPB" or "User")**, an independent political subdivision of the State of Louisiana. The NOPB and UP are hereinafter sometimes collectively referred to as the "Parties" and individually as a "Party."

WHEREAS, pursuant to that UNION PACIFIC CORPORATION AND UNION PACIFIC RAILROAD COMPANY (collectively "UP") – CONTROL –NORFOLK SOUTHERN CORPORATION AND NORFOLK SOUTHERN RAILWAY COMPANY ("UP NS Merger"), docketed with the Surface Transportation Board ("STB") as FD 36873, NOPB is seeking certain trackage rights from UP in the New Orleans, Louisiana area, See FD 36874 (Sub-No.31) (NOPB-3); and

WHEREAS, in connection with the transaction contemplated by the UP NS Merger, NOPB was granted certain trackage rights over portions of UP's rail line, yards, and facilities in Jefferson Parish, Louisiana, which specifically includes non-exclusive trackage and operating rights on into, past, and through UP's Avondale Yard in the Jefferson Parish, Louisiana necessary to access the customer tracks within and near Avondale Global Gateway, between Avondale Yard and the Mississippi River; and UP has agreed to grant such trackage rights to NOPB, on the terms and subject to the conditions set forth hereinafter;

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1. TRACKAGE SUBJECT TO AGREEMENT

Trackage to, past, and through UP's Avondale Yard, as shown more fully on Exhibit "A," attached hereto and incorporated herein, starting at NOPB's connection at milepost J8.3 at West Bridge Junction in Avondale, Louisiana, and continuing to milepost 14.9 at Live Oak Boulevard, including all switches, sidings, and other tracks within UP's Avondale Yard necessary to access the customer tracks at, within and near Avondale Global Gateway, between Avondale Yard and the Mississippi River (the "Joint Trackage"). The Joint Trackage includes all current and future sidings, yard tracks, yard leads or ancillary tracks, switches, crossovers, signals, interlockings, structures, and bridges, necessary head room/tail room, right of way and appurtenances and support facilities thereof and all additions and betterments to, and changes in, the tracks and facilities constituting the Joint Trackage in the future as required or desirable for the operation of the trains of the Parties hereto.

Section 2. GRANT OF TRACKAGE RIGHTS

(a) Subject to the terms and conditions (the **"General Conditions")** set forth in Exhibit "B" to this Agreement (which is attached hereto and incorporated herein by

reference), UP grants to NOPB the nonexclusive right to operate trains, locomotives, cars, and equipment with its crews in either direction over the Joint Trackage.

(b) NOPB's use of the Joint Trackage shall be in common with UP and such other railroad company or companies that UP previously, or may hereafter, grant use of any and all of the Joint Trackage. For purposes of this Agreement, trains and **"Equipment"** (as defined in Section 1.5 of Exhibit "B") of such other railroad company or companies admitted by UP to the use of the Joint Trackage shall be considered trains and Equipment of UP.

(c) NOPB shall not exercise any of the Joint Trackage Rights until it obtains any required Surface Transportation Board ("STB") approval or exemption for the exercise of such rights.

(d) In the event of a conflict between the General Conditions and this Agreement, the provisions of this Agreement shall prevail.

(e) Except as otherwise provided in Section 2(b), NOPB shall not admit any third party to use the Joint Trackage, nor may NOPB provide haulage service or otherwise transport rail traffic moving in the account of any third party over the Joint Trackage; *provided,* however, that NOPB may transport railcars moving in the account of NOPB over the Joint Trackage.

(f) NOPB shall have the right to serve current and future customers within and near Avondale Global Gateway, between Avondale Yard and the Mississippi River (the "Customer Facilities").

(g) NOPB shall also have the right to transload freight at the Customer Facilities.

(h) NOPB shall qualify its crew members as pilots and provide pilots or qualified crews on all trains prior to entering the Joint Trackage.

(i) When operating on the joint trackage, locomotives under NOPB's control shall have sufficient fuel for the entire movement on and along the Joint Trackage.

It is understood and agreed that NOPB shall not have the right to:

(1) Except as otherwise provided herein, serve industries or transload freight at any other intermediate points on and along the Joint Trackage;

(2) Set out, pick up or store equipment on or about Joint Trackage, or any part thereof, except (i) on tracks at the Customer Facilities and/or properties adjacent thereto (ii) NOPB may tie up, fuel and service locomotives and equipment on such track(s) as shall be designated from time to time by UP's dispatcher or other designated operating officer in charge of operations at Avondale Yard, and (iii) as otherwise provided in General Conditions;

(3) Except as otherwise provided herein, operate onto or off the Joint Trackage at any location other than the end points of the Joint Trackage;

(4) Build-in to or build-out from any point on or along the Joint Trackage;

(5) Except as otherwise permitting in separate interchange agreements with UP and/or BNSF, interchange with any railroad or other party at any point on or along the Joint Trackage;

(6) Unless prior written consent is provided by UP, at no time shall NOPB use the Joint Trackage for any passenger service of any kind or handle or operate passenger trains on or along the Joint Trackage with the exception of NOPB's Business Car, the "City of New Orleans;"

(7) Transport dimensional traffic on or along the Joint Trackage without first obtaining the common clearance protocol from UP;

(8) Detour trains of any other railroad over or upon the Joint Trackage;

(9) Load or unload cars on or along the Joint Trackage except as permitted by this Agreement or the General Conditions or incidental to cleaning derailments or other similar emergencies; or

(10) Make scheduled crew changes on or along the Joint Trackage, except at the termini.

Section 3. **MAINTENANCE AND OPERATION OF TRACKAGE**

UP, at its expense, shall maintain, repair and renew the Joint Trackage in a manner permitting operation at no less than the track standard designated in the timetable in effect on the date of this Agreement (a copy of which is appended hereto as Exhibit "C"). In the event that, for operating convenience, necessity or emergency, UP permits or directs NOPB to use adjacent tracks or track connections between or beyond the termini of the Joint Trackage as an alternate route, then and in such event, such trackage, track connections and appurtenances shall be deemed to be part of the Joint Trackage and shall be governed by all the provisions of this Agreement while such use continues.

Section 4. **LIMITATIONS AND MEASUREMENT OF TRACKAGE RIGHTS TRAINS**

NOPB trains shall have a sufficient horse-power per ton ratio ("HPT") to traverse the Joint Trackage; *provided,* that UP shall accept NOPB trackage rights trains of similar size and operating characteristics as UP's (and other user's) own trains, consistent with available capacity, mainline and siding restrictions, operating rules such as designated horsepower per ton, maximum train length, and maximum gross tonnage parameters that govern UP's (and other user's) trains moving over the Joint Trackage.

All trains of UP and NOPB shall be treated equally and operated and dispatched on a first- come first-served basis without prejudice or partiality, except for passenger trains which shall have priority. In the event of refusal to grant a NOPB train admission to or operation on the Joint Trackage, NOPB shall have no claim of any nature against UP by reason of such refusal provided that the trains of UP (and other user(s)) and NOPB are treated equally and operated and dispatched without prejudice or partiality.

Section 5. **COMPENSATION**

(a) In addition to any other payments to be made under this Agreement, NOPB shall remit to UP for its use of the Joint Trackage, on a monthly basis, [•] cents per car mile for each loaded or empty car, locomotive or caboose moved by NOPB (the **"Base Charge"). The Base Charge** shall be deemed to include compensation to UP for ordinary and programmed maintenance of the Joint Trackage, operating expenses, interest rental, depreciation and taxes. With respect to articulated units, the number of cars shall be determined by the Association of American Railroads ("AAR") Car Type Code as defined in the UMLER Specification Manual. The second character in the Car Type Code field covering codes "Q" and "S" will be the factor in determining the car count for an articulated unit. For example, AAR Car Type Code (S566) would equate to a five (5) car count as these type cars have five wells capable of handling 40' to 53' containers in each well. (Car count data for articulated units are subject to change upon development of technology to separate units by car numbers.)

(b) For the purpose of computing the Base Charge under this Section 5, the Parties hereby mutually agree that the track mileage for the Joint Trackage is 4.34 miles (the **"Mileage Factor"**). In the event that for whatever reason physical changes are made to the Joint Trackage that result in a change in the track mileage provided in the prior sentence, then the Mileage Factor will be adjusted up or down to reflect such new mileage, and such adjusted Mileage Factor will be used to calculate the monthly Base Charge effective with the commencement of NOPB's operations over the new track.

(c) The Base Charge set forth in Section 5(a) of this Agreement shall be adjusted every five (5) years during the term of this Agreement beginning on the 1st day of April, 202[•] to reflect 100 percent of increase or decrease in the cost of labor and material, excluding fuel, as reflected in Table A, Annual Indices of Charge-Out Prices and Wage Rates (1977=100), Series RCR, included in "AAR Railroad Cost Indexes" and supplements thereto, issued by the AAR). In making such determination, the final "Material prices, wage rates and supplements combined (excluding fuel)" index for the East District shall be used. The Base Charge shall be revised by calculating the percentage of increase or decrease for the year to be revised based on the final index of the most recently completed calendar year as related to the final index of the calendar year prior to the most recently completed calendar year; and applying this percentage of increase or decrease to the current Base Charge to be escalated.

By way of example, assuming "A" to be the "Material prices, wage rates and supplements combined (excluding fuel)" final index figure for the calendar year prior to the most recently completed calendar year; "B" to be the "Material prices, wage rates and supplements combined (excluding fuel)" final index figure for the most recently completed calendar year; and "C" to be

the current Base Charge to be escalated; the revised Base Charge would be determined by the following formula:

BIA x C = Revised Base Charge, Rounded to Nearest Whole Cent (5 Mills or More Rounds to Next Cent)

In the event the base for the Annual Indexes of Charge-Out Prices and Wage Rates issued by the AAR shall be changed from the year 1977, appropriate revision shall be made. If the AAR or any successor organization discontinues publication of the Annual Indices of Charge-Out Prices and Wage Rates, an appropriate substitute for determining the percentage of increase or decrease shall be negotiated by the Parties. In the absence of agreement, the matter will be referred to the STB for determination. In the event said Board is without jurisdiction to make such a determination, the Parties shall submit the matter to binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association. The decision of the arbitrator so appointed by said Association shall be final and binding upon the Parties. Each Party to the arbitration shall pay the compensation, costs, fees, and expenses of its own witnesses, exhibits, and counsel. The compensation, costs, and expenses of the arbitrator shall be borne equally by such Parties; *provided,* that the per car mile rate shall never be less than the Base Charge set forth in this Section 5.

Section 6. **LIABILITY**

Any liability for loss, damage, injury or death which arises from the operation of trains under this Agreement shall be allocated, settled and paid in the manner set forth in Section 5 of the General Conditions attached hereto.

Section 7. **TERM AND TERMINATION**

This Agreement shall become effective (the **"Effective Date"**) on the later of (i) the date upon which UP and NS consummate the merger transaction contemplated in STB Docket No. FD 36873, (ii) the date upon which NOPB having obtained any required STB approval or exemption for the exercise of the trackage rights granted pursuant to this Agreement, and (iii) such other date as the Parties may mutually agree in writing. This Agreement shall remain in effect for an initial term of thirty (30) years (the **"Initial Term"**). Upon expiration of the Initial Term, this Agreement shall automatically renew for five (5) successive terms of ten (10) years (each a **"Renewal Term"**). Upon expiration or termination of this Agreement, all obligations (including, without limitation, obligations to remit fees and obligations of indemnity) arising or accruing prior to such termination or expiration and all provisions of this Agreement necessary to enforce and resolve same shall survive and remain enforceable.

Section 8. **INCORPORATION**

The “Whereas” clauses stated above are incorporated as if more fully set forth herein.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

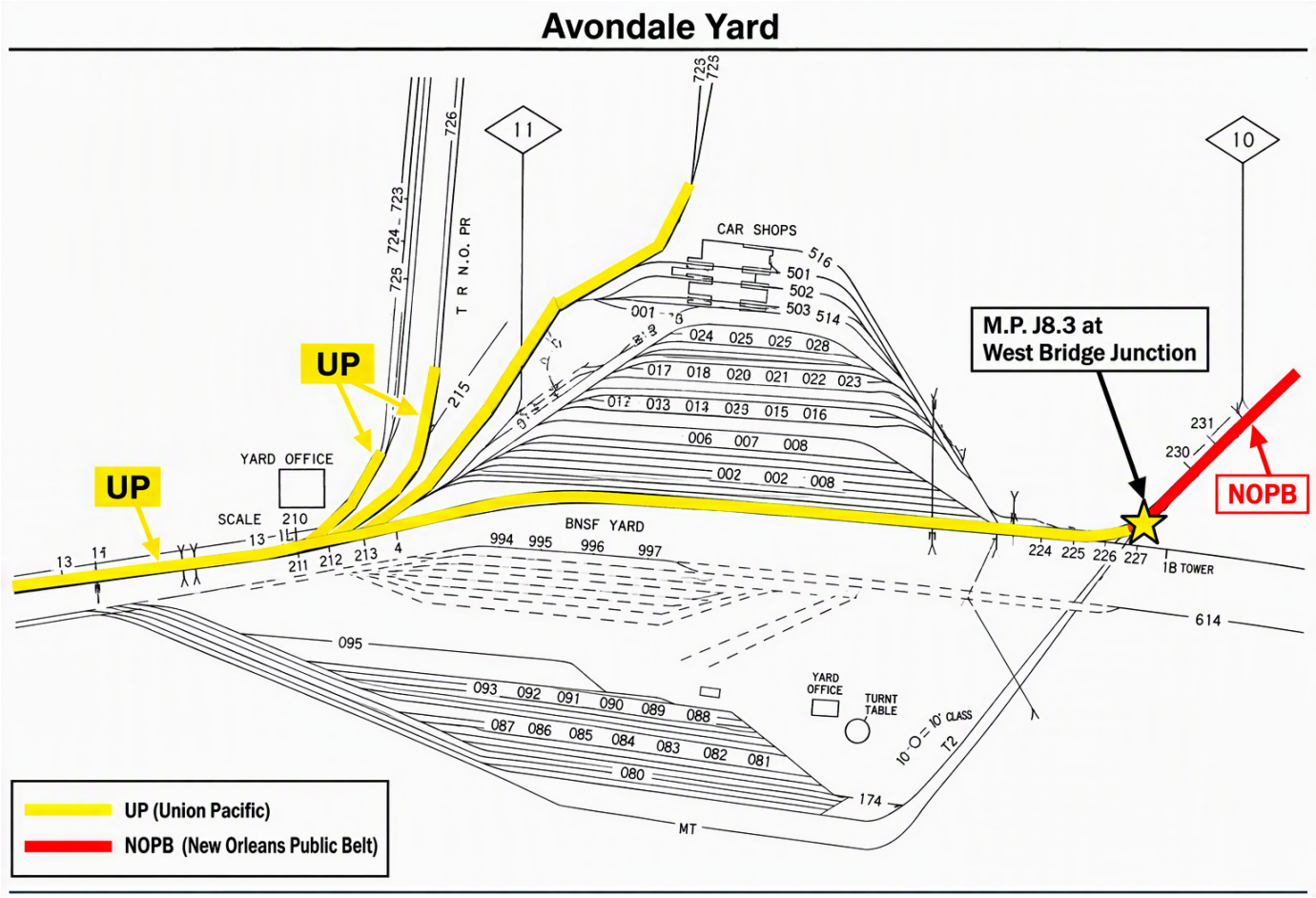
UNION PACIFIC RAILROAD COMPANY

By: _____
[NAME]
[TITLE]
Date: _____

NEW ORLEANS PUBLIC BELT RAILROAD COMMISSION FOR THE PORT OF NEW ORLEANS

By: _____
[NAME]
[TITLE]
Date: _____

EXHIBIT A


Avondale Yard
UP
UP
YARD OFFICE
SCALE 210
M.P. J8.3 at
West Bridge Junction
NOPB
CAR SHOPS
BNSF YARD
1B TOWER
YARD OFFICE
TURNT TABLE
UP (Union Pacific)
NOPB (New Orleans Public Belt)

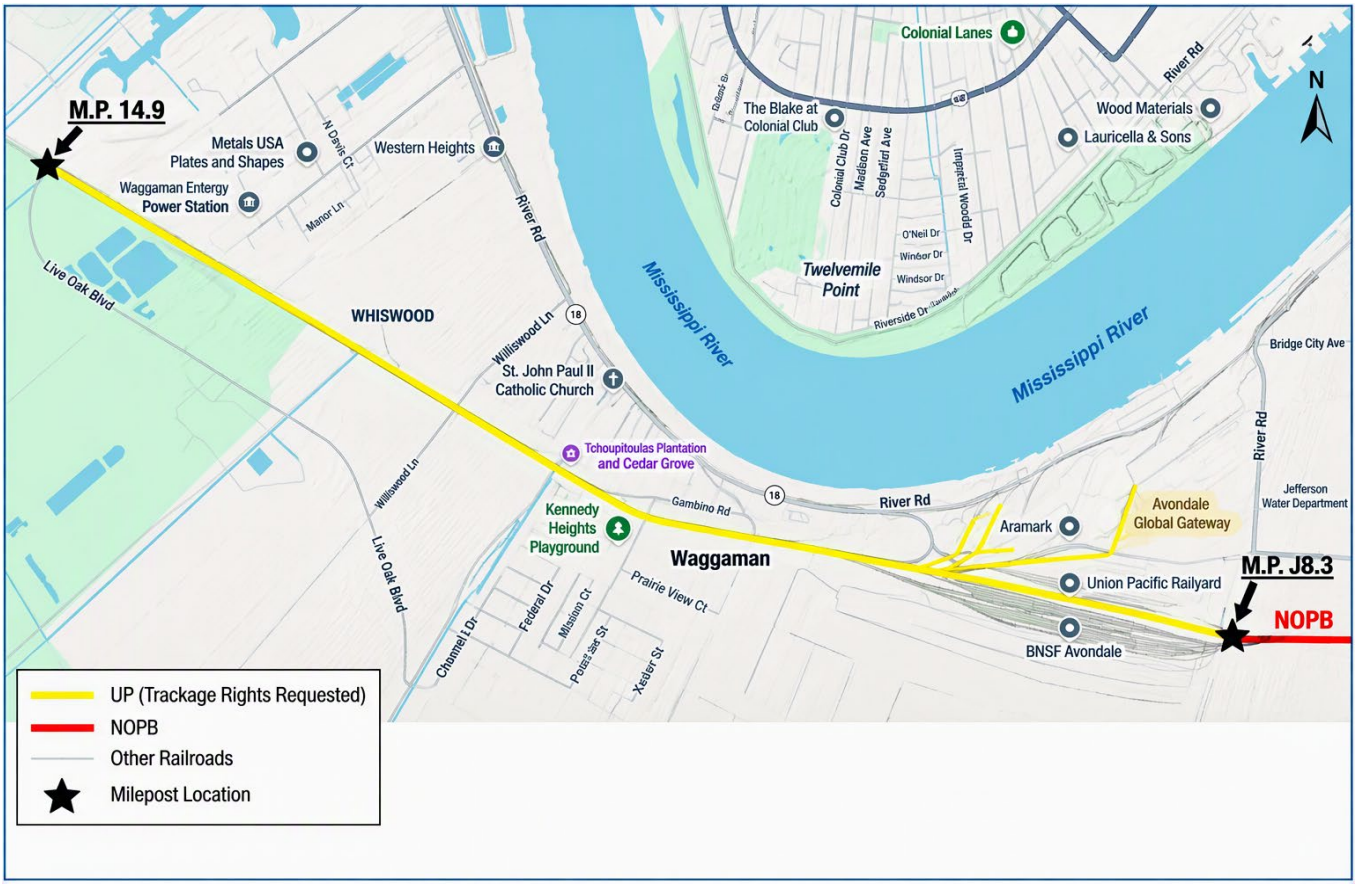

M.P. 14.9
Metals USA
Plates and Shapes
N Davis Ct
Western Heights
Waggaman Entergy
Power Station
Manor Ln
River Rd
Live Oak Blvd
WHISWOOD
Williswood Ln
18
St. John Paul II
Catholic Church
Tchoupitoulas Plantation
and Cedar Grove
Kennedy
Heights
Playground
Gambino Rd
Waggaman
Live Oak Blvd
Channel I Dr
Federal Dr
Mission Ct
Prairie View Ct
Poydras St
Xavier St
Colonial Lanes
The Blake at
Colonial Club
Colonial Club Dr
Madison Ave
Sedgefield Ave
Imperial Woods Dr
O'Neil Dr
Windsor Dr
Windsor Dr
Riverside Dr
Twelvemile
Point
Mississippi River
Mississippi River
River Rd
Wood Materials
Lauricella & Sons
N
Bridge City Ave
River Rd
Jefferson
Water Department
Avondale
Global Gateway
Aramark
Union Pacific Railyard
M.P. J8.3
NOPB
BNSF Avondale
UP (Trackage Rights Requested)
NOPB
Other Railroads
Milepost Location

EXHIBIT "B" GENERAL CONDITIONS

Section 1. DEFINITIONS

1.1 "Agreement" shall mean that certain Trackage Rights Agreement dated as of the [•]th day of [•], 202[•] by and between Union Pacific Railroad Company ("UP") and New Orleans Public Belt Railroad Commission for the Port of New Orleans ("NOPB"), to which this Exhibit "B" is appended. The term "Agreement" shall include this Exhibit "B" in its entirety.

1.2 "Owner" shall mean UP.

1.3 "User" shall mean NOPB.

1.4 "Joint Trackage" shall mean the trackage to, past, and through UP's Avondale Yard, as shown more fully on Exhibit "A," attached hereto and incorporated herein, starting at NOPB milepost J8.3 at West Bridge Junction in Avondale, Louisiana, and continuing to milepost 14.9 at Live Oak Boulevard, including all tracks within UP's Avondale Yard necessary to access the customer tracks within and near Avondale Global Gateway, between Avondale Yard and the Mississippi River. The **Joint Trackage**" shall also include all sidings, yard tracks, yard leads or ancillary tracks, switches, crossovers, signals, interlockings, structures, and bridges, including all necessary head room/tail room, right-of-way and appurtenances and support facilities thereof, and all additions and betterments to, and changes in, the tracks and facilities constituting the Joint Trackage in the future as are required or desirable for the operation of the trains of the parties hereto.

1.5 "Equipment" shall mean and include (i) trains, locomotives, cars and cabooses, (ii) vehicles and machinery which are capable of being operated on railroad tracks that, at the time of an occurrence, are being operated on the Joint Trackage, and (iii) vehicles and machinery that, at the time of an occurrence, are on the Joint Trackage or its right-of-way for the purpose of performing maintenance, repairs or the clearing of wrecks thereon.

1.6 "STB" shall mean the Surface Transportation Board, or any successor agency.

Section 2. MAINTENANCE CHANGES IN AND/OR ADDITIONS, OPERATION AND CONTROL

2.1 The construction, maintenance, repair, and renewal of the Joint Trackage shall be the responsibility, and under the exclusive direction and control, of Owner. Owner shall use reasonable and customary care, skill, and diligence in the construction, operation, maintenance, repair, and renewal of the Joint Trackage and in managing same. Notwithstanding anything to the contrary contained in the Agreement and except as otherwise provided in Section 5 of this Exhibit B, User shall not, by reason of Owner's

performing or failing or neglecting to perform any construction, operation, maintenance, repair, renewal, or management of the Joint Trackage, have or make against Owner any claim or demand for any loss, damage, destruction, injury, or death whatsoever resulting therefrom; *provided,* that the Joint Trackage is at all times maintained to Federal Railroad Administration Class 3 or higher track standards.

2.2 Owner may make any additions and betterments to, and changes in, the Joint Trackage which may be required by law, or which Owner deems necessary or desirable for the safe, efficient, and economical use of the Joint Trackage by the parties. Such additions, betterments and changes shall progressively become part of the Joint Trackage during construction as they are completed. User may request additions and betterments to, and changes in, the Joint Trackage which User shall deem necessary or desirable for the safe, efficient, and economical use of the Joint Trackage by the parties. If Owner concurs with such additions and betterments, or changes requested by User, Owner shall construct the same upon such terms and conditions as may be agreed upon and they shall become part of the Joint Trackage. In the event that Owner does not concur with such additions, betterments or changes requested by User, Owner shall nevertheless construct the same at User's sole cost and expense if so requested by User. Owner shall make no retirement, withdrawal, elimination or disposal of any part of the Joint Trackage which would permanently or materially impair the usefulness thereof to User.

2.3 The management and operation of the Joint Trackage shall be under the exclusive direction and control of Owner. Owner shall make such changes to the management and operations on and over the Joint Trackage as in Owner's reasonable judgment may be necessary, expedient, or proper for the operations thereof herein intended.

2.4 If the use of the Joint Trackage shall at any time be interrupted or traffic thereon or thereover be delayed for any cause, neither party shall have or make any claim against the other for loss, damage, or expense of any kind, caused by or resulting from such interruption or delay.

2.5 Owner may from time to time substitute any track or tracks for those delineated in the Agreement for use by User; *provided,* User shall at all times have access to a contiguous route of equal utility as the Joint Trackage for the operation of User's Equipment between the termini of the Joint Trackage. When tracks that are not specified as part of the Joint Trackage in Section 1.4 of these General Conditions are used as provided in this Section 2.5, the Agreement shall govern for purposes of direction and control and liability as if all train movements had been made over the Joint Trackage.

2.6 Each party shall be responsible for furnishing, at its own expense, all labor, fuel, and train supplies necessary for the operation of its own Equipment over the Joint Trackage. In the event a party hereto does furnish such labor, fuel, or train supplies to another party hereto, the party receiving same shall promptly, upon receipt of billing therefor, reimburse the party furnishing same for its reasonable costs of furnishing such labor, fuel, or train supplies and/or pay for such services in accordance with the applicable tariff and/or separate agreements.

2.7 The operation by User on or along the Joint Trackage shall at all times be in accordance with the rules, instructions and bulletins of Owner as they may be amended and supplemented from time to time; *provided,* however, that such rules, instructions and bulletins shall be reasonable, just, and applied fairly to all parties using the Joint Trackage and shall not discriminate against any of them.

2.8 User shall be responsible for reporting and paying any mileage, per diem, use, or rental charges accruing on Equipment in User's account while on the Joint Trackage. Except as may be specifically provided for in the Agreement, nothing herein contained is intended to change practices with respect to interchange of traffic between the parties or with other carriers on or along the Joint Trackage.

2.9 The total cost of clearing a derailment, cleaning up any Hazardous Materials released during such derailment, and/or repairing the Joint Trackage or any other property damaged thereby shall be borne by the party or parties liable therefor in accordance with Section 4 of these General Conditions.

2.10 In the event of release of Hazardous Materials caused by faulty equipment or third parties, cleanup will be conducted and total costs resulting therefrom shall be borne by the parties as provided for in Section 4 of these General Conditions.

2.11 All employees of User engaged in or connected with the operations of User on or along the Joint Trackage shall be required to pass periodic examination on the rules of Owner related to the Joint Trackage; *provided,* with respect to such examinations that, upon request of User, Owner shall qualify one or more of User's supervisory officers on said rules and such supervisory officer or officers so qualified shall thereafter examine all employees of User engaged in or connected with User's operations on or along the Joint Trackage. Pending qualification of train and engine crews of User, Owner shall furnish a pilot or pilots, at the expense of User, as deemed reasonably necessary by Owner to assist in operating trains of User over the Joint Trackage.

2.12 If any employee of User shall neglect, refuse, or fail to abide by Owner's rules, instructions, and bulletins governing the operation on or along the Joint Trackage, such employee shall, upon written request of Owner, be prohibited by User from working on the Joint Trackage. If either party shall deem it necessary to hold a formal investigation to establish such neglect, refusal, or failure on the part of any employee of User, then upon such notice presented in writing, Owner and User shall promptly hold a joint investigation in which all parties concerned shall participate and bear the expense for its officers, counsel, witnesses, and employees. Notice of such investigation shall be given to employees of User by User's officers, and such investigation shall be conducted in accordance with applicable terms and conditions of the applicable labor agreements between User and its employees. If, in the judgment of Owner, the result of such investigation warrants, such employee shall, upon written request of Owner, be withdrawn by User from service on the Joint Trackage, and User shall release and indemnify Owner from and against any and all claims and expenses because of such withdrawal, except as otherwise provided below.

If the disciplinary action is appealed by an employee of User to the National Railroad Adjustment Board or other tribunal lawfully created to adjudicate such cases, and if the decision of such board or tribunal sustains the employee's position, such employee shall not thereafter be barred from service on the Joint Trackage by reason of such occurrence.

It is understood that Owner shall reimburse User for all payments that User might be required to make as a result of a successful challenge being made by the employee or his representative as to the discipline recommended by Owner and assessed by User. User agrees to notify Owner before committing itself to making payment of any such employee claim. In the event a claim is progressed to an Adjustment Board, Owner will be given an opportunity to review User's submission. Any payments made to employees, as a result of an investigation being "overturned", shall include not only actual wages, but in addition, shall include expenses which User may be required to pay covering vacation allowances, Railroad Retirement taxes, unemployment insurance taxes and any other payroll tax or fringe benefits.

2.13 If any Equipment of User is bad ordered enroute on the Joint Trackage and it is necessary that it be set out, such bad-ordered Equipment shall, after being promptly repaired, be promptly picked up by User. Unless otherwise agreed, Owner may, upon request of User and at User's expense, furnish the required labor and material and perform light repairs to make such bad-ordered Equipment safe for movement. In the case of such repairs by Owner to freight cars in User's account, billing therefor shall be in accordance with the Field and Office Manuals of the Interchange Rules adopted by the Association of American Railroads (“AAR”), hereinafter called "Interchange Rules", in effect at the date of performance of the repairs. Owner shall prepare and submit billing directly to and collect from the car owner for car-owner responsibility items as determined under said Interchange Rules. Should said car owner refuse or otherwise fail to make payment therefor, Owner shall submit billing to and collect from User any charges for repair to freight cars that are car-owner responsibility items, as determined under said Interchange Rules.

2.14 If Equipment of User shall become derailed, wrecked, or otherwise disabled while upon the Joint Trackage, it shall be re-railed or cleared by Owner; *provided,* that employees of User may re-rail User's derailed Equipment on the Joint Trackage whenever use of motorized on or off track equipment is not required and User has obtained permission to perform such re- railing from Owner (which permission shall not be unreasonably denied, conditioned or delayed). The costs and expenses of clearing derailments and wrecks shall be at User's expense unless otherwise provided for in allocation of liability in Section 5 of these General Conditions.

2.15 In the event Equipment of User shall be forced to stop on Joint Trackage, and such stoppage is due to insufficient hours of service remaining among User's employees, or due to mechanical failure of User's Equipment, or any other cause not resulting from an accident or derailment, and such Equipment is unable to proceed, or if a train of User fails to maintain the speed required by Owner on the Joint Trackage, or if in emergencies,

crippled or otherwise defective Equipment is set out of User's trains on the Joint Trackage, Owner shall have the option, at the request of User, to furnish motive power or such other assistance (including but not limited to the right to re-crew User's train) as may be necessary to haul, help or push such Equipment, or to properly move the disabled Equipment off the Joint Trackage. The costs and expenses of furnishing motive power or of rendering such other assistance shall be at User's reasonable expense.

2.16 In the event any accident, derailment, or wreck (hereinafter, a **"Derailment")** involving cars on or in a train operated by User carrying hazardous materials, substances, pollutants or wastes, as defined pursuant to federal, state or local laws, rules, regulations, and/or ordinances and/or court decisions interpreting such laws, rules, regulations, and/or ordinances (hereinafter, **"Hazardous Materials")** shall occur on any segment of the Joint Trackage, any report required by federal, state or local authorities shall be the responsibility of User. User shall also advise the owner/shipper of the Hazardous Materials involved in the derailment, and Owner, immediately.

Unless otherwise agreed by the parties, Owner shall assume responsibility for cleaning up any release of Hazardous Materials from User's cars in accordance with all federal, state, or local regulatory requirements. User may have representatives at the scene of the derailment to observe and provide information and recommendations concerning the characteristics of Hazardous Materials release and the cleanup effort. Such costs shall be borne in accordance with Section 4 of these General Conditions.

If Hazardous Materials must be transferred to undamaged cars, User shall perform the transfer, provided, however, that if the Hazardous Materials are in damaged cars that are blocking the Joint Trackage, Owner, at its option, may transfer the Hazardous Materials. Transfers of Hazardous Materials by User shall only be conducted after being authorized by Owner.

Section 3. <u>BILLING; DEFAULT</u>

3.1 Billing shall be accomplished on the basis of data contained in a billing form mutually agreed to between the parties. Such billing form shall contain sufficient detail to permit computation of payments to be made hereunder. Billing shall be prepared in accordance with the Base Charge and Mileage Factor set forth in Sections 5(a) and 5(b), respectively, of the Agreement (and, as applicable, the rules, additives, and equipment rental rates published by Owner). User shall pay to Owner at the Office of the Treasurer of Owner or at such other location as Owner may from time to time designate, all the amounts due pursuant to the Agreement, in lawful money of the United States, within sixty (60) days after the receipt of bills therefor. Bills shall contain a statement of the amount due on account of the expenses incurred and services rendered during the billing period.

3.2 Errors or disputed items in any bill shall not be deemed a valid excuse for delaying payment, and bills shall be paid subject to subsequent adjustment. No exception to any bill shall be honored, recognized, or considered if filed after the expiration of two (2) years from the last day of the calendar month during which the bill is rendered. No bill

shall be rendered later than two (2) years (i) after the last day of the calendar month in which the expense covered thereby is incurred, or (ii) in the case of claims disputed as to amount or liability, after the amount is settled and/or the liability(ies) established. This provision shall not limit the retroactive adjustment of billing made pursuant to retroactive adjustment of wage rates and settlement of wage claims.

3.3 So much of the books, accounts and records of each party hereto as are related to the subject matter of the Agreement shall at all reasonable times be open to inspection by the authorized representatives and agents of the parties hereto.

All books, accounts, and records shall be maintained to furnish readily full information for each item in accordance with 49 U.S.C. § 11161 *et seq.* and the related regulations of the STB in 49 C.F.R. Part 1201, 1-3, *et seq.*

3.4 Should any amount become payable by Owner to User under the Agreement, the provisions of Section 3.1 through Section 3.3 of these General Conditions shall apply with User as the billing party and Owner as the paying party.

No action of Owner in waiving any default of User under this Agreement shall be deemed to waive any subsequent default of User, or to impair any rights of Owner under the Agreement.

Section 4. COMPLIANCE WITH LAWS

4.1 User shall not treat, store or dispose of petroleum products or Hazardous Materials at any location on or along the Joint Trackage.

4.2 The total cost of clearing a Derailment or other incident, accident, or vehicle striking or being struck by Equipment ("Incident"), cleaning up any Hazardous Materials released during such Derailment or Incident, repairing the Joint Tracks or any other property damaged thereby and responsibility for **"Environmental Claims"** (as defined in Section 4.5, below), shall be borne by the party or parties liable therefor pursuant to the allocation of liability in Section 5 of these General Conditions.

4.3 Each party shall release the other party to the extent it is responsible for an Environmental Claim, and, to the extent of such responsibility, shall defend, indemnify, protect and save harmless such other party from and against such Environmental Claim and costs associated therewith, including, but not limited to, environmental consultant fees, attorneys' fees and third-party claims.

4.4 In the event any cleanup, response, removal or remediation of any environmental condition on the Joint Trackage is necessary (collectively, a **"Response Action"),** neither party shall be entitled to any damages, actual or consequential, by reason of the Response Action's interference with the other party's use of the Joint Trackage. Owner and its contractors shall have full, unrestricted and unconditional access to the Joint Trackage for the purpose of completing or engaging in a Response Action for which Owner

has any responsibility or, at Owner's option, a Response Action which Owner has undertaken should User fail to diligently pursue and complete such Response Action to the satisfaction of Owner; *provided,* however, that any Response Action (i) shall be undertaken and completed pursuant to a work plan (including a schedule) submitted to the other party for its review and, in the case of Owner, approval, and (ii) shall not unreasonably, in terms of duration or otherwise, restrict the other party's use of the Joint Trackage. Either party's completion of the other party's obligations hereunder shall not be deemed a waiver of such obligations under the Agreement. Owner shall have the right, but not the obligation, to conduct reasonable inspections of any Response Action of User and User shall provide Owner all information reasonably requested by Owner regarding any Response Action of User or any Environmental Claims for which User is responsible.

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

4.6 The liability and indemnity provisions of Sections 4 and 5 of these General Conditions shall continue in full force and effect regardless of whether the Agreement is terminated pursuant to any other provision, or the Joint Trackage is abandoned and vacated by User.

Section 5. LIABILITY

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

(a) Except as otherwise provided herein, if a Loss results from the use of the Joint Trackage solely by the Equipment of only one of the parties to the Agreement without the involvement of any Equipment of the other party, then the party whose Equipment is involved shall be solely responsible for the Loss, except to the extent caused by UP' dispatching, train signals, operations, or failure to maintain the Joint Trackage or any other defect therein.

(b) If a Loss results from the use of the Joint Trackage by both Owner and User and involves the Equipment of both parties, then the Loss shall be divided in proportional responsibility between or among them as to the cause of the Loss.

(c) If a Loss results from the use of the Joint Trackage by both User and a third party user of the Joint Trackage that is not a party to the Agreement, and

involves the Equipment of both User and such third party user, then the responsibility of User and such third party user for the Loss shall be allocated in the manner specified in subsection (b), with the third party user being considered as Owner for the purpose of allocating such Loss. Owner shall be responsible for, and shall indemnify, defend, and hold harmless User from and against, all Loss allocated to a third party user in accordance with subsection 5(b).

(d) Notwithstanding any provision of this Section 5 to the contrary, each Party shall assume and bear all responsibility for any Loss is that is directly or proximately caused by acts or omissions of any of its employees while under the influence of drugs or alcohol.

(e) Whenever any liability, cost, or expense is assumed by or allocated to any party to this Agreement pursuant to this Section 5, that party shall forever protect, defend, indemnify, and save harmless the other party to the Agreement and its subsidiaries and affiliates, and all of its and their respective directors, officers, agents, and employees from and against that liability, cost, and expense assumed by that party or apportioned to it to the fullest extent allowed by law. Nothing in the Agreement or its Exhibits shall be interpreted as a waiver by NOPB of any sovereign immunity rights to which it is entitled, nor as any expansion of liability or indemnity which it is otherwise allowed to provide under applicable Louisiana law. Notwithstanding any provision to the contrary herein, no obligations of indemnity of either party shall apply with respect to punitive or exemplary damages to the extent arising from the conduct of the party to be otherwise indemnified hereunder.

(f) In every case of death or injury suffered by an employee of any party to the Agreement, when compensation to such employee or employee' s dependents is required to be paid under any workmen's compensation, occupational disease, employer's liability, or other law, and either of said parties under the provisions of the Agreement is required to pay said compensation, if such compensation is required to be paid in installments over a period of time, such party shall not be released from paying any future installments by reason of the expiration or other termination of the Agreement prior to any of the respective dates upon which any such future installments are to be paid.

(g) If any suit or action shall be brought against any party for damages which under the provisions of the Agreement are in whole or in part the responsibility of the other party, said other party shall be notified in writing by the party sued, and the party so notified shall have the right and be obligated to take part in the defense of such suit and shall pay its allocated share of the judgment and cost, expense and attorneys' fees incurred in such suit as determined pursuant to this Section 5.

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

Section 6. APPLICABLE LAW & VENUE

The Agreement and any claims, disputes or controversies arising hereunder shall be governed by and construed in accordance with the laws of the State of Louisiana, without giving effect to any choice or conflict of laws provision or rule (whether of the State of Louisiana or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Louisiana. Venue of any action arising from the Agreement shall be exclusively in the 24th Judicial District Court, Parish of Jefferson, State of Louisiana or the United States District Court for the Eastern District of Louisiana. The parties irrevocably waive any objection which they may have now or hereafter to (a) the personal jurisdiction of the federal and state courts in the State of Louisiana, (b) the venue of any proceeding brought in such court, or (c) that such proceedings have been brought in a non-convenient forum when brought in such court. The parties irrevocably agree that any final judgment (after appeal or expiration of time for appeal) entered by such court shall be conclusive and binding upon the parties and may be enforced in the courts of any other jurisdiction to the fullest extent permitted by law.

Section 7. GOVERNMENTAL APPROVAL; ABANDONMENT

7.1 User shall, at its own cost and expense, initiate by appropriate application or petition and thereafter diligently prosecute proceedings to obtain any required STB and Federal Communications Commission ("FCC") approval or exemption for the exercise of the trackage rights granted to User pursuant to the Agreement. Owner, at its expense, shall assist and support said application or petition and will furnish such information and execute, deliver, and file such instrument or instruments in writing as may be necessary or appropriate to obtain such STB and/or FCC consent, approval, or authority. User and Owner agree to cooperate fully to procure all such necessary consent, approval, or authority.

7.2 Owner reserves the right, to the extent that Owner may lawfully do so and subject to any required STB approval or exemption, to abandon all or any part of the Joint Trackage at any time during the life of the Agreement without concurrence of User, by giving six (6) months prior written notice to User of its intention so to do; *provided,* that User shall have a right of first refusal to purchase all or such part of the Joint Trackage that Owner proposes to abandon at a price to be calculated in the manner prescribed by the STB's regulations governing Offers of Financial Assistance at 49 C.F.R. § 1152.27 or any successor regulations. Any sale to or other conveyance of all or any portion of the Joint Trackage to a third-party shall be subject to the obligations set forth in Section 8.2 below.

7.3 Each party shall be responsible for any labor claims of, and shall bear the cost of employee protection payable to, its own employees and the employees of companies affiliated with it, to the extent resulting from the Agreement and/or such party's operations on the Joint Trackage.

Section 8. OTHER CONSIDERATIONS

8.1 Nothing in the Agreement shall limit the right of Owner to admit other companies to the use of the Joint Trackage or any part thereof on such terms and conditions as are acceptable to Owner; *provided,* that the operations of such other companies shall not unduly interfere with or delay the operations of User on and along the Joint Trackage. Except as otherwise provided in Section 2 (b) of the Agreement, User shall have no right to admit any person, firm, or corporation to the use of the Joint Trackage.

8.2 The Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors, lessees, and assigns. Neither UP nor NOPB may assign the Agreement, or any of its rights, interests or obligations hereunder, including by operation of law or otherwise, without the prior written consent of the other party, which consent will not be unreasonably withheld, conditioned or delayed; *provided,* that either party may assign the Agreement without the prior consent of the other party in connection with a corporate merger, asset sale, assignment, mortgage or lease of substantially all of such party's railroad lines and business. In connection with the sale, lease or transfer by Owner of all or a portion of the Joint Trackage, Owner shall require the purchaser, lessee or transferee of such portion (or all) of the Joint Trackage to accept assignment in writing of the Agreement with respect to, and to perform Owner's obligations under the Agreement, with respect to the portion of the Joint Trackage sold, leased or transferred.

8.3 The Agreement and each and every provision hereof is for the exclusive benefit of the parties hereto and not for the benefit of any third party. Nothing herein contained shall be taken as creating or increasing any right in any third person to recover by way of damages or otherwise against any of the parties hereto.

8.4 All notices, demands, requested, or submissions which are required or permitted to be given pursuant to the Agreement shall be given by either party to the other in writing by serving the same upon the Vice President of Operations for Owner and the General Manager of User.

8.5 If any covenant or provision of the Agreement not material to the right of User to use the Joint Trackage shall be adjudged void, such adjudication shall not affect the validity, obligation, or performance of any other covenant or provision which is in itself valid. No controversy concerning any covenant or provision shall delay the performance of any other covenant or provision. Should any covenant or provision of the Agreement be adjudged void, the parties will make such other arrangements as, under the advice of counsel, will effect the purposes and intent of the Agreement.

8.6 All Section headings are inserted for convenience only and shall not affect any construction or interpretation of the Agreement.

8.7 No term or provision of the Agreement may be changed, waived, discharged, or terminated except by an instrument in writing signed by both parties to the Agreement.

8.8 All words, terms and phrases used in the Agreement shall be construed in accordance with the generally applicable definition or meaning of such words, terms, and phrases in the railroad industry in the United States.

8.9 The Agreement is the result of mutual negotiations between the parties hereto, neither of whom shall be considered the drafter for purposes of contract construction.

8.10 UP acknowledges that the NOPB is subject to the Louisiana Public Records Law and Open Meetings Law (collectively the "Public Disclosure Laws"). Except as provided by, and in accordance with, all applicable laws, including the Public Disclosure Laws, or by rule, order, or regulation of any court or regulatory agency with jurisdiction over the subject matter of the Agreement or the parties, all commercial information to which access is provided or obtained hereunder will be kept confidential and will not be disclosed by either party to any person other than an affiliate of that party and its and its affiliates' respective officers, directors, employees who need to know, and attorneys, without the prior written approval of the other party. In the event the NOPB receives a public records request, made pursuant to the Public Disclosure Laws, that may result in disclosure of this Agreement or any information contained herein to a non-party, the NOPB shall promptly notify UP.

End of Exhibit "B".

EXHIBIT 15

OPERATING PLAN—MINOR

BEFORE THE
SURFACE TRANSPORTATION BOARD

FD 36873

UNION PACIFIC CORPORATION AND
UNION PACIFIC RAILROAD COMPANY
—CONTROL—
NORFOLK SOUTHERN CORPORATION AND
NORFOLK SOUTHERN RAILWAY COMPANY

FD 36873 (Sub-No. 31)

NEW ORLEANS PUBLIC BELT RAILROAD COMMISSION
FOR THE PORT OF NEW ORLEANS
—TRACKAGE RIGHTS—
NORFOLK SOUTHERN RAILWAY COMPANY AND
UNION PACIFIC RAILROAD COMPANY

EXHIBIT 15

OPERATING PLAN—MINOR

OF NEW ORLEANS PUBLIC BELT RAILROAD COMMISSION
FOR THE PORT OF NEW ORLEANS

In Support of the Responsive Application of the
New Orleans Public Belt Railroad Commission for the Port of New Orleans

Dated: November 18, 2026

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I. PURPOSE, SCOPE, AND SUMMARY OF REQUESTED RIGHTS

A. Purpose and Scope

1. This Operating Plan—Minor ("Operating Plan") is submitted as Exhibit 15 to the Responsive Application of the New Orleans Public Belt Railroad Commission for the Port of New Orleans ("NOPB") in Docket No. FD 36873 (Sub-No. 31), pursuant to 49 C.F.R. § 1180.8(c). It describes how NOPB would use the nonexclusive trackage rights and related operating rights requested in the Responsive Application as a condition to the Board's approval of the proposed control of Norfolk Southern Corporation and Norfolk Southern Railway Company ("NS") by Union Pacific Corporation and Union Pacific Railroad Company ("UP") (the "Proposed Transaction"). Terms defined in the Responsive Application have the same meaning here, and UP and NS operating as a single system after the Proposed Transaction are referred to as the "Combined Carrier."

2. The Operating Plan is intended to demonstrate the scope, feasibility, coordination requirements, and expected operating use of the requested authority. NOPB does not propose a transfer of ownership or of host-carrier dispatching control, and the requested authority would not permit NOPB to select a shipper's line-haul carrier or to participate in Class I line-haul rates. NOPB's role would remain that of the neutral terminal and switching railroad it has been since its creation.

3. The Operating Plan reflects the information presently available to NOPB. Train frequencies, crew additions, and equipment needs are planning estimates, not service guarantees or fixed entitlements, and actual use would depend on customer demand, carrier requests, train readiness, receiving capacity, crew and locomotive availability, route

conditions, dispatching authority, and operating windows. No service to the Louisiana International Terminal ("LIT") would begin until the terminal is commissioned and a final LIT-specific operating plan reflects the as-built configuration.

B. Summary of Requested Rights

4. The requested authority consists of three related but operationally distinct components, summarized in Table 1 and shown generally in Figure 1. Detailed descriptions and maps of each component appear in Parts IV, V, and VI.

Table 1 — Summary of Requested Rights

Request	Operating objective	Principal facilities
1. LIT access	Provide neutral switching, terminal, and interchange access to the future Louisiana International Terminal once commissioned.	NS Oliver Yard and lead tracks; NS Chalmette Branch corridor; final LIT terminal and support-yard tracks; connecting routes.
2. Avondale access	Provide direct, neutral service to existing and future customers and facilities between UP's Avondale Yard and the Mississippi River at and near the Avondale Global Gateway ("AGG").	UP main line and Avondale Yard tracks; designated customer lead and terminal tracks, including routes reported to serve IMTT and AGG.
3. Back Belt / Terminal fluidity	Give NOPB a neutral, independent route through the Terminal that complements its Front Belt, so that NOPB can handle authorized interchange and overhead movements over the route best suited to the train and current conditions.	NS Back Belt; necessary connections and receiving, departure, interchange, and headroom tracks involving Gentilly, Oliver, Avondale, the Chalmette Branch, and connecting carriers.

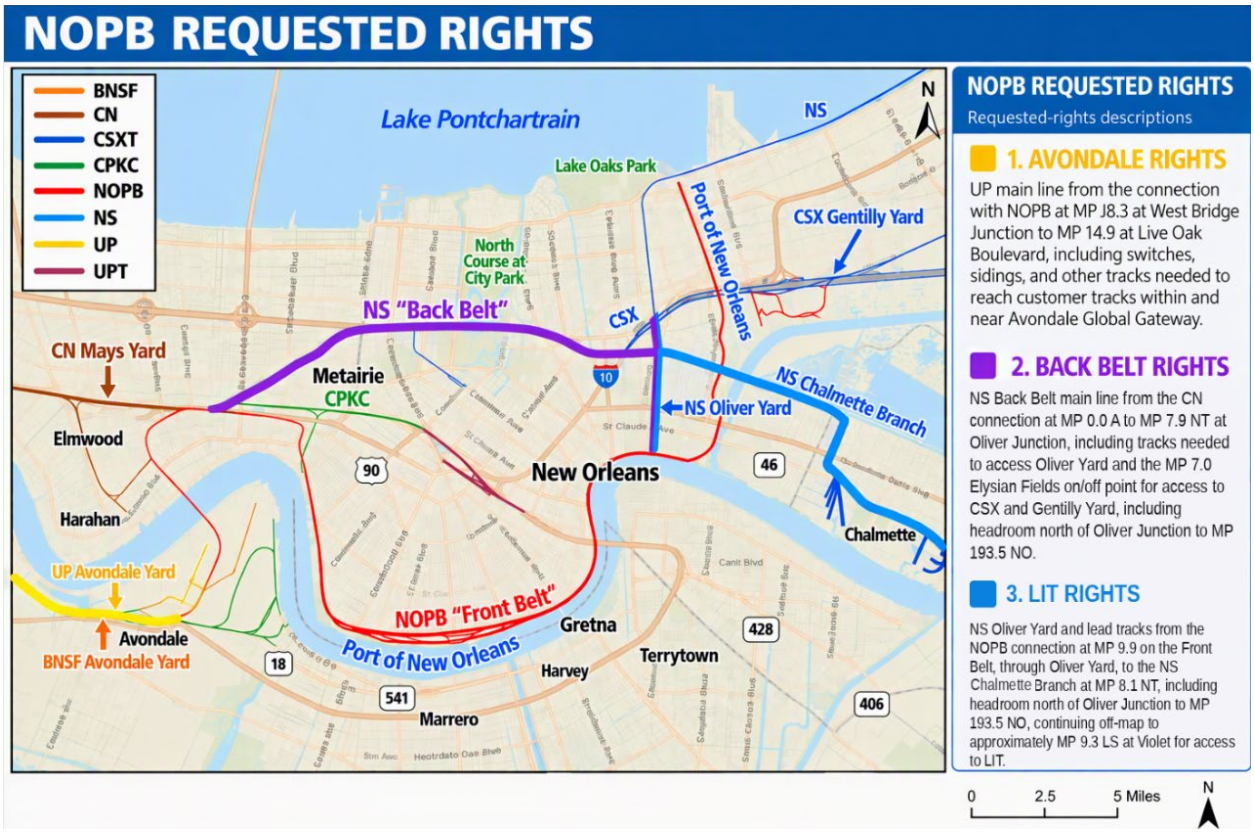

Figure 1 — NOPB Requested Rights (Overview)

C. Segment Summary

5. Table 2 identifies the milepost limits, type of authority, and principal connection and interchange points of each requested segment, as required by 49 C.F.R. § 1180.6(a)(7)(vi). In each case, NOPB seeks nonexclusive rights only; ownership, maintenance responsibility (unless otherwise agreed), and dispatching remain with the owning carrier.

Table 2 — Requested Segments

Segment (owner)	Limits	Authority	Connection and interchange points	Line type / approx. length
LIT / Chalmette Branch (NS)	From NOPB's Front Belt connection at MP 9.9, to and through NS's Oliver Yard and lead tracks for headroom north of Oliver Jct. to MP 193.5 NO, then over the NS Chalmette Branch from MP 8.1 NT to approximately MP 9.3 LS in Violet, St. Bernard Parish, La., including tracks necessary to reach and serve LIT.	Overhead through Oliver Yard and the Chalmette Branch; terminal, switching, and interchange service at LIT after commissioning	NOPB Front Belt (MP 9.9); NS Oliver Yard; LIT terminal and support-yard tracks	Branch line/Main Line and yard; approximately 15.27 miles
Avondale (UP)	From NOPB's connection at MP J8.3 (West Bridge Junction, Avondale, La.) to MP 14.9 at Live Oak Boulevard, including switches, sidings, and other tracks beginning in Avondale Yard necessary to reach customer tracks at and near AGG.	Local terminal, switching, and interchange service; west of the yard, headroom only	NOPB (MP J8.3); UP Avondale Yard; adjacent Avondale Yard of BNSF Railway Company ("BNSF") (no BNSF track or facilities sought)	Main line and yard; approximately 4.34 miles
Back Belt (NS)	From the connection with Canadian National Railway Company ("CN") (Illinois Central Railroad Company) at MP 0.0 A in Jefferson Parish, La., to MP 7.9 NT at Oliver Junction (north end of Oliver Yard), including sidings and tracks necessary to access Oliver Yard north to MP 193.5 NO and south to the NOPB mainline, with an additional on/off point at MP 7.0 (Elysian Fields) to access CSX and its Gentilly Yard.	Overhead, with on/off points at Elysian Fields and Oliver Yard	CN (MP 0.0 A); CSX Gentilly Yard (MP 7.0); NS Oliver Yard (MP 7.9 NT)	Main line and yard; approximately 9.9 miles

D. Summary of Planning Assumptions

6. Table 3 summarizes NOPB's current planning assumptions for anticipated train operations and resources over a five-year horizon. A "round trip" means one outbound and one return

train movement. These are planning estimates and are discussed further in Parts IV through VII.

Table 3 — Planning Assumptions

Component	Anticipated use	Timing	Additional crews	Additional locomotives
LIT	Approx. 1 round trip per day	After LIT commissioning and traffic development; planning assumption for Year 5	Year 1: none. Year 5: at least one two-person crew	Potentially up to two by Year 5 (Chalmette Branch / LIT)
Avondale	Approx. 1 local round trip per day	Within first five years	Year 1: one three-person crew. Year 5: no further change	None anticipated
Back Belt	Approx. 1 to 2 round trips per day	Within first five years;	Dependent on demand	None anticipated; NS PTC back-office
All rights	Approx. 3 to 4 round trips per day in total	—	Up to six additional extra-board positions as demand develops	—

E. Organization of this Operating Plan Under 49 C.F.R. § 1180.8(c)

7. Section 1180.8(c) calls for a discussion of significant changes in patterns or types of service and, where relevant, traffic density on lines proposed for joint operations, impacts on passenger service, operating economies, and anticipated discontinuances or abandonments. Part II and Parts IV through VI describe the changes in service patterns. Traffic density and capacity are addressed in Part IX.C, passenger service in Part IX.D, performance measurement and dispute escalation in Part X, and operating economies and discontinuances in Part XI.

II. EXISTING NEW ORLEANS TERMINAL OPERATIONS

A. Terminal Characteristics

8. The New Orleans Terminal (the "Terminal") is a shared operating environment involving all six Class I railroads, NOPB as the neutral terminal railroad, passenger operations, port facilities, industrial customers, bridges, yards, junctions, and connecting routes. Practical capacity depends not only on track infrastructure, but also on the alignment of crews, locomotives, receiving tracks, dispatching authority, passenger windows, maintenance and special-event restrictions, and each carrier's operating plan.

9. A fluid Terminal is critical to NOPB, local customers, and the regional and national economy. Currently and historically, the Terminal experiences congestion and substantial dwell, driven in part by congestion on NS's Back Belt and by movements through the East Bridge interlocking at the east end of the Huey P. Long Bridge. Dwell data compiled for the quarterly New Orleans Terminal Steering Committee meetings show that dwell remains a consistent problem. For 2025, reported car-level entrance-to-exit dwell ranged from 20.6 hours for NS to 32.1 hours for CSX, an 11.5-hour difference (excluding cars with dwell exceeding 72 hours). At the train level, reported segment dwell was 14.3 hours in 2025, compared with 10.7 hours in 2016, and reported through dwell was 14.7 hours in 2025, compared with 14.9 hours in 2016 and 10.5 hours in 2020. *See* New Orleans Terminal Steering Committee PowerPoint (Feb. 12, 2026), attached as Exhibit "A" to Responsive Application; Watson Bryant V.S. at ¶ 21.

10. UP and NS state that the Proposed Transaction will remove interchange handoffs between those railroads that now take place on the Back Belt. Their operating plan nonetheless

projects a net increase of eight trains on the Back Belt. *See* UP-40/NS-38, FD 36873, at 767 - 768 (Apr. 30, 2026) [hereinafter "Am. Appl." or "Amended Application"]. An increase in movements on a corridor that already experiences congestion and dwell increases the importance of additional routing options and operating flexibility in the Terminal.

B. NOPB's Current Function

11. NOPB is a Class III terminal and switching railroad that interchanges with all six Class I railroads serving New Orleans: BNSF, CN, Canadian Pacific Kansas City ("CPKC"), CSX Transportation, Inc. ("CSX"), NS, and UP. NOPB generally performs these interchanges with its own crews. Table 4 summarizes the current interchange locations and the source of locomotive power.

Table 4 — Current NOPB Interchange Arrangements

Carrier	Current interchange arrangement	Locomotive power
NS	NOPB delivers cars to and pulls cars from NS's Oliver Yard.	NOPB
CSX	NOPB delivers cars to and pulls cars from CSX's Gentilly Yard.	NOPB
CN	NOPB delivers cars to and pulls cars from CN's Mays Yard.	NOPB
CPKC	NOPB delivers cars to and pulls cars from CPKC's West Yard.	NOPB
BNSF	NOPB delivers cars to and pulls cars from BNSF's Avondale Yard.	BNSF
UP	NOPB delivers interchange traffic to UP's Avondale Yard; UP delivers its interchange traffic to NOPB at Southport Yard, just east of the Huey P. Long Bridge.	UP

12. NOPB also supplies crews for certain overhead movements over its Front Belt for UP. NOPB crews presently handle approximately 5 to 10 overhead trains per month, authorized

by UP and using UP locomotives, under an existing agreement with UP. That arrangement is the closest current analogue to the movements described in this Operating Plan and demonstrates an existing need for similar relief-valve options for other railroads and for the Terminal.

13. NOPB owns and operates the Front Belt and the Huey P. Long Bridge. NOPB today can use only the Front Belt as an independent NOPB route through the Terminal and has no right to operate over NS's Back Belt. The Front Belt and the Back Belt have different operating characteristics, described in Part VI.G, and each is better suited than the other for certain movements.

C. Existing Planning and Coordination

14. All railroads operating in the Terminal participate in recurring New Orleans operating calls three times each day, at 5:30 a.m., 2:00 p.m., and 10:00 p.m. Those calls identify anticipated trains, train readiness, receiving-yard limitations, crew availability, passenger-service windows, planned work, special-event restrictions, and other conditions affecting the daily operating plan. NOPB proposes to use this established process to identify recurring and anticipated movements under the requested rights while preserving direct coordination with the relevant yards and dispatchers before execution.

15. Over the past eight years, NOPB (and its predecessor) and its Class I partners have improved shared operating visibility and coordination in the Terminal, including cameras at locations throughout the Terminal and expanded access to computer-aided dispatch information. These systems give NOPB real-time or near-real-time information needed to

identify available operating windows. These efforts have not, however, eliminated the fluidity and dwell problems in the Terminal.

D. Existing Constraints Relevant to this Plan

16. Table 5 summarizes the principal constraints on Terminal operations and how this Operating Plan responds to each.

Table 5 — Existing Constraints and Plan Response

Constraint	Current operating consequence	Plan response
Train length versus receiving capacity	Long inbound trains require staging, cutting, or block work and may occupy a main track while being accepted. UP interchange trains run up to approximately 10,000–12,000 feet, while the longest usable receiving tracks at NS's Oliver Yard are approximately 5,000 feet and CSX's Gentilly receiving tracks are approximately 9,500 and 8,500 feet.	Use the route and receiving plan suited to the train; shift appropriate classification work away from constrained yards and locations where feasible.
Crew availability	An otherwise ready train may miss its operating window when the carrier expected to move it lacks a qualified, rested crew, whether from an unexpected shortage, hours-of-service limits, crews displaced by earlier congestion, or a temporary mismatch among trains, crews, and yard capacity.	Where the parties agree, interchange the train to NOPB so that a qualified NOPB crew can handle the movement after all approvals are confirmed (Part VI.D). NOPB crews operate NOPB-handled trains; no carrier's staffing responsibility is displaced.
Front Belt limits	Approximate 8,000-foot train-length limit, approximate 10 mph maximum speed, and special-event riverfront curfews restrict eligible movements.	Use the Front Belt for eligible trains and Back Belt authority for trains or conditions that make Front Belt use impracticable. The two routes are complementary, not competing.
Back Belt congestion	Congestion on the Back Belt and at the East Bridge interlocking contributes to dwell; UP and NS project a net increase of eight trains on the Back Belt.	Give NOPB a neutral choice of route so that eligible movements can use whichever route is better suited and preserve Back Belt capacity for movements that need it.
Receiving-yard acceptance	Route availability alone does not permit departure if the receiving yard cannot accept the train.	Require affirmative receiving-yard acceptance and track assignment before departure.
Common control after the Proposed Transaction	More critical Terminal facilities would be controlled within one combined system.	Create a nonexclusive, enforceable neutral operating option without transferring ownership or dispatching control.

III. OPERATING PRINCIPLES APPLICABLE TO ALL REQUESTED RIGHTS

17. **Neutral and nonexclusive service.** NOPB would be available to support authorized movements involving any of the railroads serving New Orleans and would not favor a particular line-haul carrier, consistent with NOPB's, and its predecessors', role for more than 100 years.

18. **No displacement of ownership or dispatching.** The owning carrier would retain ownership, maintenance responsibility (unless otherwise agreed), and dispatching authority over its facilities. NOPB would not dispatch any carrier-owned territory.

19. **NOPB-handled movements structured as interchange.** When NOPB handles a train or a cut of cars for another railroad over the Front Belt or the Back Belt under the requested rights, the movement would be structured as an interchange of the train or cars to NOPB at a designated interchange point. NOPB would then handle the movement with its own crews to the designated receiving point and deliver the train or cars to the receiving carrier. NOPB would not operate another railroad's train as a contract crew. The existing arrangement under which NOPB crews handle UP overhead trains on the Front Belt would continue under its own agreement.

20. **Advance planning when practicable.** Recurring and anticipated movements would be discussed on the three daily operating calls and placed into a coordinated daily plan. A movement discussed on an operating call would not be authorized by that discussion alone.

21. **No departure without acceptance and authority.** A movement would not depart until the receiving yard has accepted the train, a track assignment has been identified, required

documentation has been exchanged, and the dispatcher has provided authority. This requirement avoids trains sitting on main tracks while waiting for authority to enter yards or track segments, which reduces fluidity and contributes to dwell in the Terminal.

22. **Qualified crews and compliant equipment.** NOPB crews would be qualified on the territory and equipped to comply with applicable operating rules, radio, PTC, hours-of-service, inspection, hazardous-material, and emergency-response requirements before operating.

23. **Carrier-supplied motive power for overhead service.** For overhead movements, the applicable Class I carrier would normally furnish the locomotives, consistent with NOPB's current handling of authorized UP overhead trains. NOPB locomotives would principally support switching, classification, and local terminal work.

24. **Operationally appropriate routing.** Selection between the Front Belt and the Back Belt would account for train length, route availability, curfews, passenger operations, receiving capacity, equipment restrictions, speed restrictions, work events, and other bona fide network constraints.

25. **Non-discriminatory dispatching treatment.** An authorized NOPB-handled movement should not be denied or materially delayed solely because NOPB crews handle it or because the train connects with a competing carrier. The same principle should apply to every railroad operating in the Gateway. NOPB does not request priority over other trains because NOPB handles a movement. *See* Part VIII.E regarding NOPB's requested first come, first served dispatching condition.

IV. LIT ACCESS AND TERMINAL SERVICE PLAN

A. Objective and Timing

26. NOPB proposes to provide neutral terminal, switching, overhead, and interchange service to LIT after the terminal is commissioned and the final track, signal, security, and operating configuration is available. No LIT operation would begin solely on the basis of this preliminary Plan. Final implementation would require an LIT-specific operating plan reflecting as-built conditions and forecast service requirements. The first phase of LIT is currently expected to open in 2031.

27. The route to LIT is over NS's Chalmette Branch. Today, if NS served LIT, NS would not own a western transcontinental network and would have no ownership-based incentive to prefer one western connection over another for westbound LIT traffic. After the Proposed Transaction, local service over the Chalmette Branch would be provided by a carrier that owns a continuous route west of New Orleans and would have an economic incentive to retain LIT traffic on its own system. NOPB's neutral service would preserve customers' practical access to the westbound line-haul carriers they select. *See* Watson Bryant V.S. at ¶¶ 29-31.

B. Description of Requested Trackage Rights

28. NOPB requests nonexclusive trackage rights over NS's Oliver Yard and lead tracks, from the connection with NOPB at Milepost 9.9 on the NOPB Front Belt, to and through NS's Oliver Yard, connecting to the NS Chalmette Branch at Milepost 8.1 NT, and continuing to approximately Milepost 9.3 LS in Violet, Louisiana, in St. Bernard Parish, to access LIT. The rights include the terminal, support-yard, connecting, receiving, departure,

classification, interchange, and headroom tracks reasonably necessary to reach and serve LIT.



Figure 2 — NS Chalmette Branch, MP 8.1 NT to MP 9.3 LS

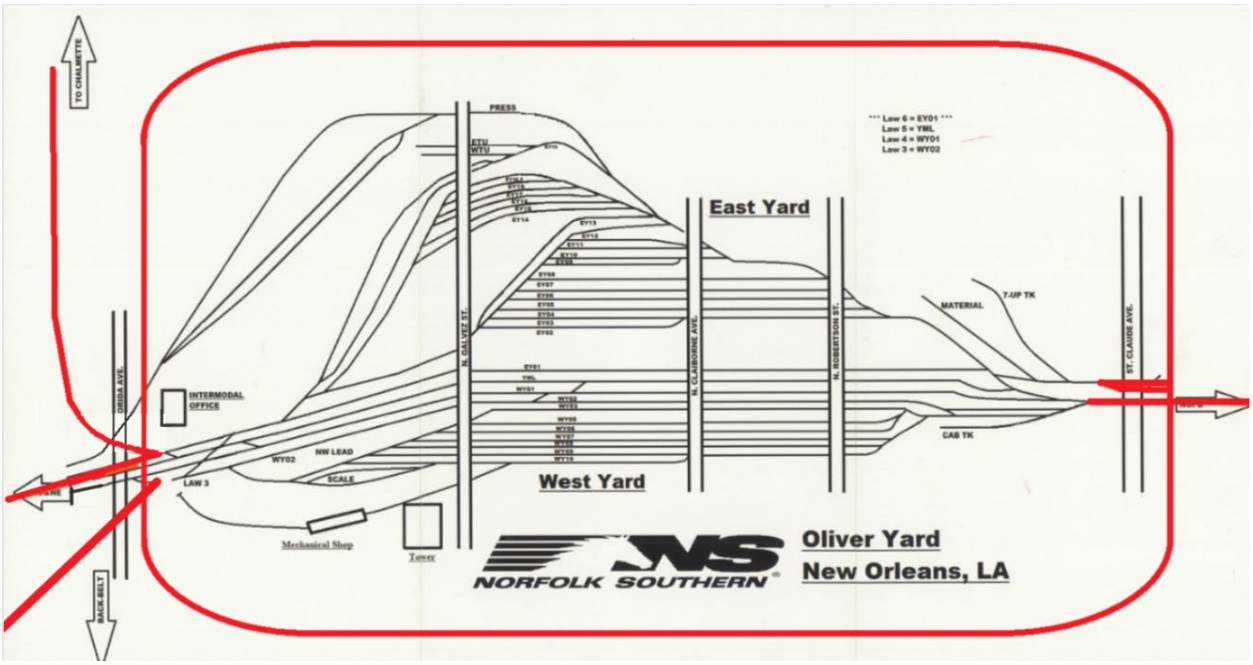

Figure 3 — NS Oliver Yard, New Orleans, Louisiana

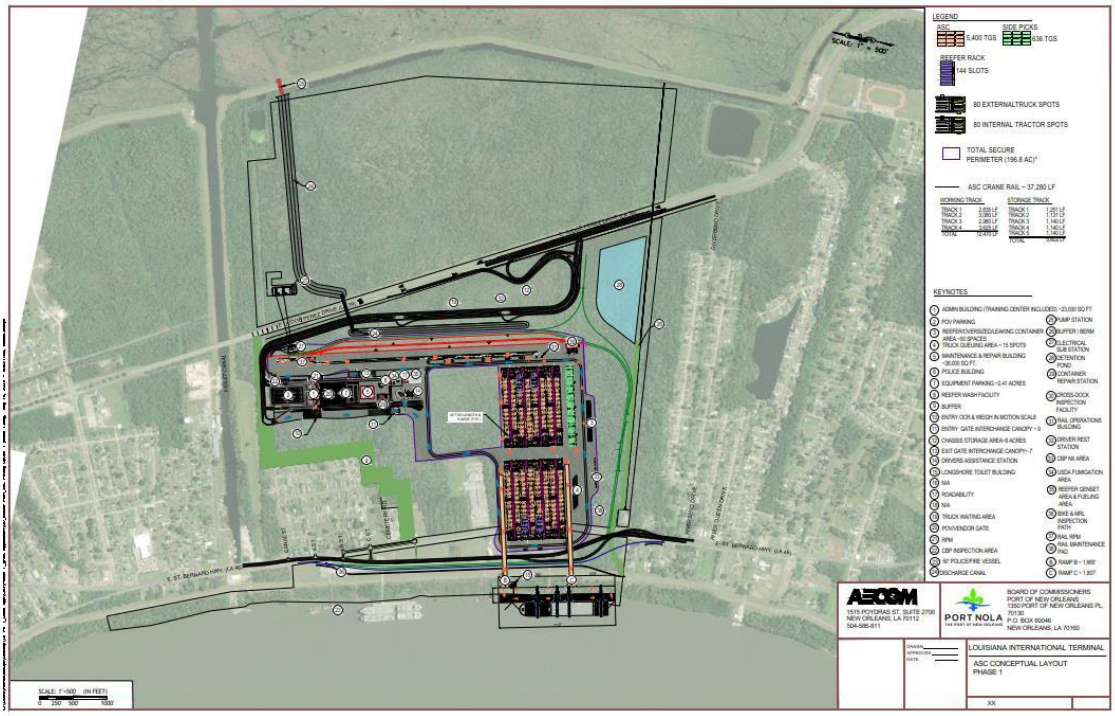

Figure 4 — Louisiana International Terminal, Proposed Layout

C. Proposed Scope of Service

29. NOPB would reach LIT over the NS Chalmette Branch. Its anticipated functions are to receive and deliver LIT traffic for the line-haul carrier selected by the customer(s); to assemble, classify, stage, and deliver cars or blocks at a support yard at or near LIT if one is included in the final design; and to exchange cars or blocks with connecting carriers at designated interchange points in the Terminal.

30. NS has proposed that NOPB serve as the switching carrier for LIT, and NOPB is slated to serve as the terminal switcher within LIT. *See* Mark R. George Letter (September 9, 2026), attached as Exhibit "B" to Responsive Application. NS has indicated that it plans to operate a single train per day to and from LIT. *Id.* at p. 1. NOPB's role in switching the terminal supports its ability to operate in concert with NS over the Chalmette Branch. A neutral terminal switcher would also reduce the need for each line-haul carrier to duplicate local terminal functions.

31. A support yard at or near LIT would serve LIT and other customers on the Chalmette Branch and is already part of LIT development plans. If a support yard is built, NOPB could move eligible traffic between Oliver Yard and the support yard, giving the carrier that serves other Chalmette Branch customers the option of working with NOPB at either location and removing one layer of operating complexity when NOPB is also the terminal switcher within LIT.

D. Anticipated Operations and Resources

32. NOPB presently estimates, for planning purposes, that the LIT rights would support approximately one round trip train movement per day to and from LIT after LIT is

commissioned and traffic develops. NOPB believes it can operate this train over the Chalmette Branch, in addition to NS's planned single daily train, without creating congestion or dwell. *See* Watson Bryant V.S. at ¶ 31. This is not a guaranteed service level; actual frequency would depend on terminal volumes, customer demand, final train design, receiving capacity, crew and locomotive availability, dispatching windows, and the as-built terminal configuration.

33. At initial implementation, NOPB does not anticipate a separate crew increase solely for LIT because service would begin only after commissioning and as volumes develop. By year five, under current planning assumptions, NOPB anticipates at least one additional two-person crew and potentially up to two additional locomotives for Chalmette Branch and LIT-related service. These estimates must be updated against final volume forecasts, train lengths, blocking plans, switching windows, and terminal staffing assumptions.

V. AVONDALE ACCESS AND CUSTOMER-SERVICE PLAN

A. Objective and Geographic Scope

34. NOPB seeks nonexclusive authority over the portions of UP's Avondale Yard and the connecting tracks necessary to serve customers and facilities at and near the privately owned Avondale Global Gateway between the yard and the Mississippi River, including the adjacent Intl-Matex Tank Terminals ("IMTT") facility. NOPB seeks access only to customer lead tracks adjacent to the yard, as shown in Figures 5 and 6. Rights west of the yard are sought for headroom only, because the switches into the customer tracks can be serviced only from the west.

35. NOPB currently reaches portions of UP's Avondale Yard under operating rights associated with interchange service, as the route moves west off the NOPB-owned Huey P. Long Bridge. Those are operating rights pursuant to interchange arrangements, not trackage rights. They do not permit NOPB to operate through the yard and over the connecting tracks to provide direct service to customers and facilities between the yard and the river.

36. Today, UP does not own an eastern rail network and therefore must interchange eastbound traffic from the Avondale customers with an eastern carrier; because UP does not own an eastern route, it has no reason to prefer one eastern connection over another. After the Proposed Transaction, the Combined Carrier would own a continuous route east of New Orleans and would have an economic incentive to keep that traffic on its own network. The identity and incentives of the sole local serving carrier would change even though the number of local serving carriers would not. NOPB's neutral service would preserve the customers' practical access to the eastern carriers they select. *See* Watson Bryant V.S. at ¶ 37.

B. Description of Requested Trackage Rights

37. NOPB requests nonexclusive trackage rights over the UP main line from the connection with NOPB at Milepost J8.3 at West Bridge Junction in Avondale, Louisiana, to Milepost 14.9 at Live Oak Boulevard, including switches, sidings, and other tracks beginning in Avondale Yard that are necessary to access the customer tracks within and near AGG, between UP's Avondale Yard and the Mississippi River, as shown in Figures 5 and 6. The rights include any segment also used under NOPB's current interchange operating arrangement.

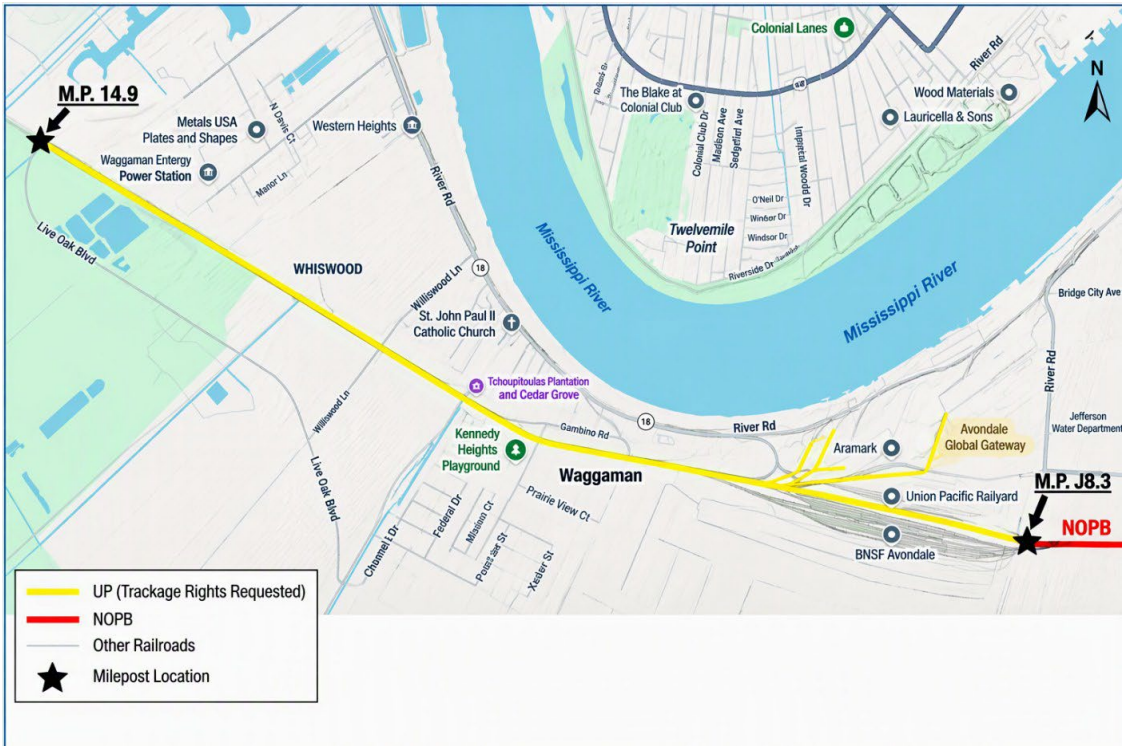

Figure 5 — UP Avondale Yard Trackage Rights (highlighted in yellow)

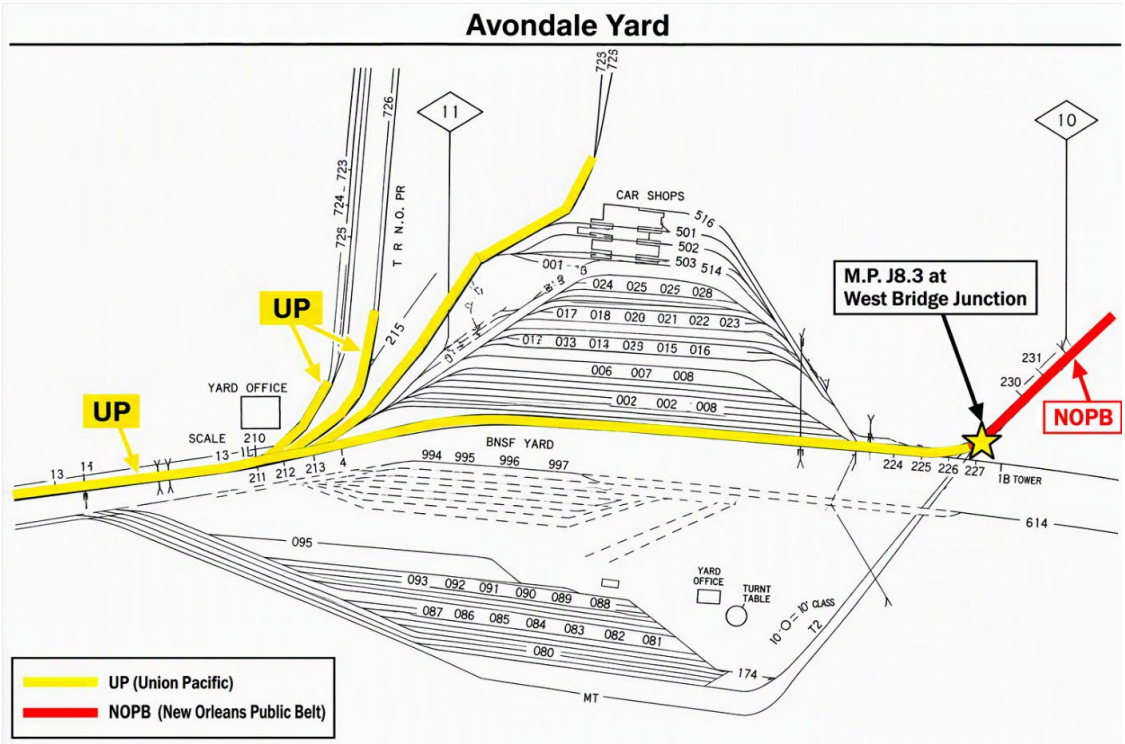

Figure 6 — Avondale Yard Trackage Rights Detail and Customer Access Points

C. Operating Method

38. Each Avondale movement would be coordinated with UP and, as applicable, with BNSF, which owns and operates its own adjacent Avondale Yard. NOPB seeks no rights over BNSF track or facilities. NOPB would use designated tracks, windows, and yard procedures and would not enter occupied or protected track without required authority. The movement plan would identify the customer or terminal track, the route through the yard, the required headroom, locomotive placement, the switching sequence, and the return path.

D. Representative Customer-Service Sequence

39. A representative Avondale movement would proceed as follows. First, the customer identifies cars available for pull or placement and supplies any switching instructions. Second, NOPB confirms availability, consist, destination carrier, interchange plan, and the required yard window. Third, UP or BNSF, as applicable, and the dispatcher or yard authority confirm the route, the track, and any restrictions. Fourth, NOPB enters over the designated route, performs the authorized switching, and clears or secures the movement as directed. Finally, NOPB delivers the cars to the designated interchange or receiving track and communicates completion and any exceptions.

E. Expected Service and Benefits of Direct Access

40. AGG is reported to forecast approximately 11,500 to 16,500 railcars over the next five years. *See* AGG PowerPoint, attached as Exhibit "C" to Responsive Application. If NOPB is granted the requested trackage rights in and around Avondale Yard, NOPB forecasts {{[redacted]

[redacted]}} when construction of additional tracks at AGG is expected to be complete. *See* Watson Bryant V.S. at ¶ 41. Direct NOPB access would provide a neutral option for existing and future traffic, reduce unnecessary intermediate handling where operating facts permit, and preserve a practical terminal connection to competing eastern railroads.

41. Under the present arrangement, traffic associated with AGG that NOPB handles may be interchanged with UP at Southport on the east side of the Mississippi River rather than served directly at Avondale. An AGG car may be handled at least seven times before final interchange. For example, UP currently pulls cars from AGG and moves them to its Avondale Yard where it is switched into a NOPB block/train. Once the NOPB train is ready for interchange, it is pulled by a UP crew over the Huey P. Long Bridge to Southport where it is then interchanged with the NOPB. The NOPB then pulls the train from Southport to its Cotton Warehouse Yard for classification. Once classified, it is then delivered in interchange to the designated carrier. If NOPB had direct access, it could pull the cars directly from AGG and bring them to Cotton Warehouse Yard for classification and interchange to the designated carrier, reducing handling by approximately 50 percent and improving dwell or interchange time by at least 48 hours. Currently, about 71% of the traffic NOPB receives out of AGG via switch from UP is for interchange to railroads other than UP/NS.

F. Anticipated Operations and Resources

42. NOPB presently estimates that AGG would support no more than one local NOPB round trip train per day to serve customers in and near the facility over the next five years. NOPB anticipates adding one three-person crew during the first year of Avondale service. No

further Avondale-specific crew increase is presently anticipated during the five-year planning horizon, subject to actual traffic growth, and NOPB does not anticipate additional locomotives solely for Avondale service during that period. No additional territory training is expected for Avondale service.

VI. BACK BELT AND TERMINAL-FLUIDITY PLAN

A. Objective

43. The primary operating purpose of the Back Belt request is to preserve and expand practical routing optionality between NOPB's Front Belt and NS's Back Belt. The two routes form complementary paths through the Terminal, but NOPB today can use only the Front Belt as an independent route. With access to both, NOPB could match an eligible train to the route that is available and operationally appropriate, use the Front Belt when train length, curfews, passenger operations, and receiving capacity permit, and use the Back Belt for trains that cannot practicably use the Front Belt. That flexibility would keep traffic moving when one route is constrained, rather than leaving NOPB and the carriers that rely on it dependent on a single route controlled by the Combined Carrier.

44. A secondary benefit is that NOPB crews handling interchanged trains over the selected route can reduce the delay that arises when a train, a route, and a receiving track are available but the carrier originally expected to move the train does not have a qualified, rested crew at the needed time. NOPB would provide this benefit only through its own crews handling trains interchanged to NOPB as described in Part VI.D, and it would not relieve any railroad of its staffing responsibilities.

45. The Proposed Transaction makes this optionality more important. The Back Belt would be controlled by the same system that controls UP's Huey P. Long Bridge route and Avondale facilities, and the Primary Applicants project additional Back Belt train movements. In 2024, UP approached NOPB about a directional-running arrangement using NOPB's Front Belt and NS's Back Belt, but those discussions ceased when UP and NS filed their application. *See* Watson Bryant V.S. at ¶ 46.

B. Description of Requested Trackage Rights

46. NOPB requests nonexclusive overhead trackage rights over NS's Back Belt main line from the connection with CN at Milepost 0.0 A in Jefferson Parish, Louisiana, to Milepost 7.9 NT at Oliver Junction at the north end of NS's Oliver Yard, including sidings and other tracks necessary to access NS's Oliver Yard, together with an on/off point at Milepost 7.0 at Elysian Fields to access CSX and its Gentilly Yard in New Orleans, Louisiana.

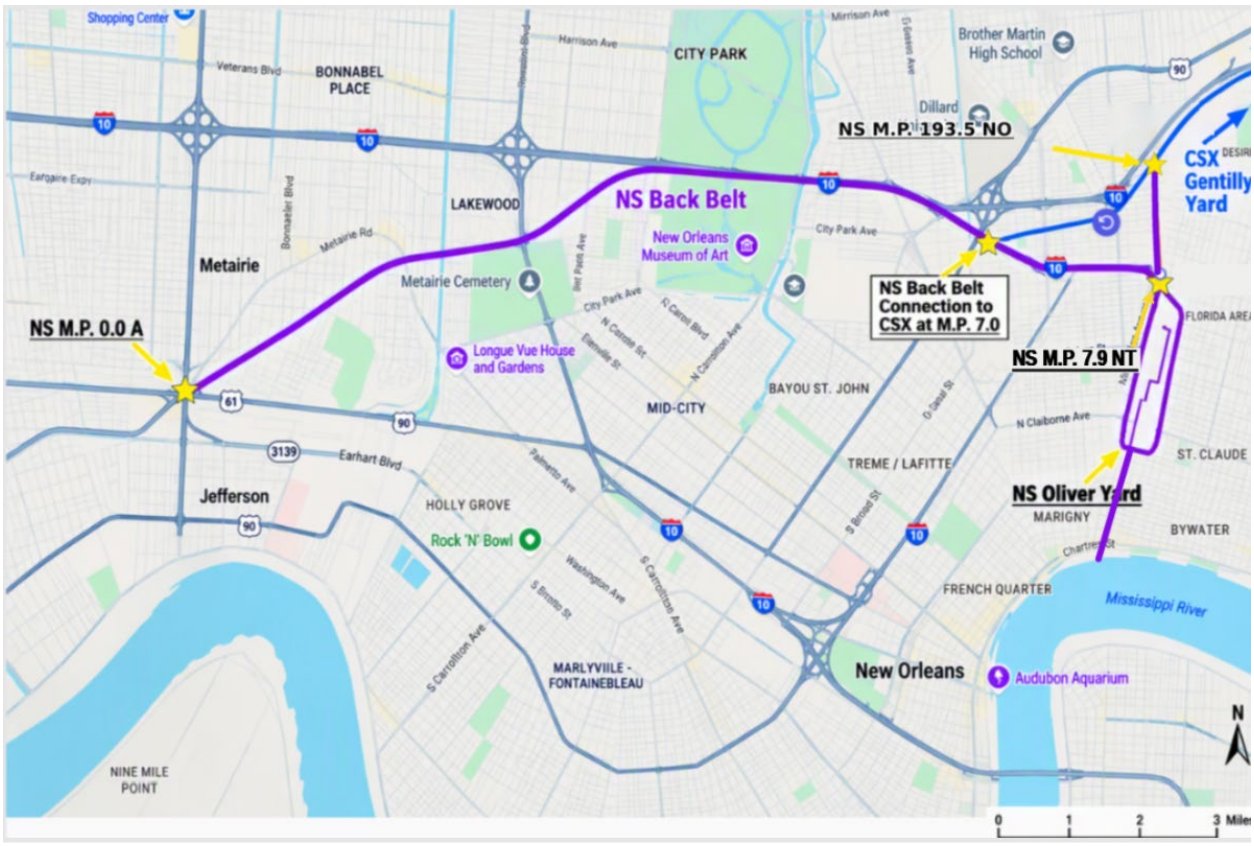

Figure 7 — Overview of Back Belt Requested Rights

C. Required Operating Access

47. The authority should include the Back Belt and the connections, receiving tracks, departure tracks, interchange tracks, and headroom reasonably necessary to complete approved movements involving Gentilly Yard, Oliver Yard, Avondale Yard, the Chalmette Branch, and connecting carriers.

D. Structure of NOPB-Handled Movements

48. Consistent with Part III, each NOPB-handled movement over the Front Belt or the Back Belt would be structured as an interchange. The originating carrier would interchange the

train or cars to NOPB at a designated point, NOPB would handle the movement with its own crew over the route selected through the coordinated operating process, and NOPB would deliver the train or cars to the receiving carrier at the designated point. For overhead movements the originating or line-haul carrier would ordinarily furnish the locomotives, and NOPB would operate the train with those locomotives. In every case, the movement would remain subject to receiving-yard acceptance, host dispatching authority, applicable operating rules, crew qualification, documentation, and any required commercial and liability arrangements with the participating carriers.

E. Planning Through the Operating Calls

49. Table 6 lists the minimum information NOPB and the participating carriers would exchange for each candidate movement on the operating calls.

Table 6 — Operating-Call Planning Information

Planning topic	Minimum information
Train readiness	Origin, destination, consist, length, tonnage, locomotive consist, inspection status, and estimated ready time.
Crew plan	NOPB crew availability, qualifications, and hours-of-service status; expected status of the originating carrier's crew, if relevant.
Receiving plan	Receiving carrier acceptance, yard track assignment, allowable train length, and any block or cut requirements.
Route plan	Front Belt or Back Belt; passenger windows; curfews; work events; speed, equipment, and clearance restrictions.
Execution plan	Dispatcher contact, expected window, radio channel, PTC setup, documents, job briefing, and escalation contacts.

F. Representative Movements

50. **CSX Gentilly Yard to UP Avondale Yard.** A representative movement is a CSX train ready at Gentilly Yard for interchange to UP at Avondale. During an operating call, CSX, UP (or the Combined Carrier), and NOPB identify the train, the receiving capacity at Avondale, and the candidate route, which may be the Front Belt or the Back Belt depending on train length, curfews, and passenger windows. UP confirms that Avondale can receive the train and designates a receiving track. CSX interchanges the train to NOPB at Gentilly and provides the consist, hazardous-material documentation, locomotive information, and required inspection and brake-test records. NOPB assigns a rested crew qualified on the selected route, confirms hours of service, completes a job briefing, verifies radio and PTC access, and obtains authority from the dispatcher and any required yard authorities. NOPB then operates the train, using the Class I's locomotives, over the approved route in compliance with all restrictions, places and secures it on the designated track at Avondale, reports any exceptions, and communicates completion. The participating carriers record the movement and any delay, denial, interference, or exception for periodic review. No movement begins merely because it was discussed on an operating call.

51. **Other carrier combinations.** The example is illustrative, not exclusive. Comparable movements could involve BNSF and CSX, UP and CSX, UP and NS, and other agreed carrier combinations in either direction. In each case the common requirements are train readiness, receiving acceptance, an approved route, interchange to NOPB, a qualified NOPB crew, compliant equipment and documentation, and dispatching authority.

52. **UP interchange traffic at the CN yard.** Currently, NS interchanges with CN in New Orleans. The Applicants' proposed operating plan suggests moving this interchange to

Baton Rouge. This interchange could continue in New Orleans. If NOPB is granted the Back Belt rights, the Combined Carrier could continue to interchange with CN in New Orleans with the assistance of NOPB. To that end, NOPB would offer to interchange UP-NS cars from CN's Mays Yard and deliver to either Avondale Yard or Oliver Yard and, based on the state of the Terminal, would use either the Back Belt or the Front Belt for said movement. The exact origin, destination, route, interchange tracks, frequency, and current-versus-proposed handling would need to be confirmed between the parties.

G. Front Belt and Back Belt as Complementary Routes

53. The Front Belt passes through the French Quarter, has an approximate maximum track speed of 10 miles per hour, is subject to an approximate 8,000-foot train-length limit, and may be affected by special-event riverfront curfews. Eligible movements may use the Front Belt when it is operationally suitable, including when doing so would preserve Back Belt capacity for other freight or passenger movements. Back Belt authority is needed for trains exceeding the Front Belt limit, movements affected by a riverfront curfew, and other circumstances in which the Front Belt is not operationally suitable. NOPB would select the route through the coordinated operating process, subject in all instances to receiving-yard acceptance, host dispatching authority, and applicable operating restrictions.

54. When operationally feasible, NOPB anticipates that it could handle daily directional movements from CSX and NS toward Avondale. Any forecast of "up to two" eligible movements per day is a planning scenario, not a guaranteed service level, until supported by actual demand, carrier acceptance, capacity analysis, and agreed windows.

H. Classification and Other Representative Uses

55. NOPB could accept westbound traffic at Oliver Yard from the Combined Carrier, move the traffic to NOPB's Cotton Warehouse or another designated NOPB facility for classification, and deliver the resulting block to the Combined Carrier at Avondale Yard. The purpose would be to reduce block work on the Back Belt and the time a long train occupies a main track while awaiting yard capacity. Currently, NOPB interchanges with NS and UP separately on a daily basis. After the Proposed Transaction, NOPB is willing to assist with westbound and eastbound classification to support the directional flow of traffic for the Combined Carrier in the New Orleans Terminal.

56. Shifting eligible block work away from Oliver Yard and the Back Belt may also reduce switching activity that blocks grade crossings in the Bywater neighborhood, with safety and community benefits from fewer conflicts among trains, vehicles, and pedestrians. Currently, the St. Claude Avenue crossing is used as the switching lead for NS crews; by reducing the switching needed in Oliver Yard, the Combined Carrier will significantly reduce the number of blocked crossings in the Bywater community.

57. NOPB's broader objective is a more complete operational belt, connecting the Front Belt and the Back Belt through a neutral service provider. NOPB's ability to handle trains with its own crews could also reduce the need for footboard interchanges or crew changes on the main track near I-10 at the west end of the Back Belt.

I. Anticipated Operations

58. NOPB presently estimates, for planning purposes, that demand for NOPB-handled movements under the Back Belt rights would result in approximately one to two round trip

train movements per day. Actual use would vary with demand, carrier requests, receiving-yard acceptance, crew availability, dispatching windows, train length, route conditions, and the operational suitability of the Front Belt or the Back Belt.

VII. PERSONNEL, MOTIVE POWER, AND QUALIFICATION

A. Current Workforce

59. Table 7 summarizes NOPB's current reported workforce. All of NOPB's certified locomotive engineers are reported as certified to operate over the Huey P. Long Bridge and PTC-qualified.

Table 7 — Current NOPB Workforce

Resource	Current reported level	Planning use
Operating employees	72	Existing workforce base for switching, interchange, and overhead assignments.
Qualified conductors	64	Conductor assignments for existing and proposed work, subject to availability and qualification.
Certified locomotive engineers	32	Engineer assignments; all reported qualified over the Huey P. Long Bridge and under applicable PTC requirements for that territory.
Yardmasters	5 full-time; 2 relief	Yard coordination and coverage.
Daily staffed jobs / crews	Mon 17; Tue 17; Wed 18; Thu 17; Fri 14; Sat 10; Sun 12	Baseline staffing; incremental starts depend on demand, windows, and extra-board coverage.

B. Locomotive Resources

60. NOPB's current fleet consists of 13 locomotives. NOPB has contracted to equip two locomotives with positive train control within the next year and expects those units to have the required PTC radios. NOPB locomotives would principally be used for NOPB

switching, classification, and local terminal work, and the applicable Class I carrier would furnish motive power for overhead movements. Any NOPB locomotive operating on PTC territory would be appropriately PTC equipped.

C. Territory Qualification and Extra-Board Requirements

61. No additional territory training is expected for Avondale service. Engineers and other employees assigned to the Back Belt and the Chalmette Branch would be qualified and certified before operating there. Qualification would include applicable rules, physical characteristics, supervised trips, radio channels, PTC setup and access, emergency procedures, and owner-specific requirements. If all requested rights are granted and used, NOPB anticipates that up to six additional extra-board positions may be required as demand develops over the first five years. Staffing would be phased according to actual demand, operating windows, and extra-board coverage, rather than added solely because authority is granted.

D. Anticipated Resource Changes

62. Table 8 summarizes the anticipated resource changes for each requested right.

Table 8 — Anticipated Resource Changes

Requested right	Additional training	Crews — year 1	Crews — year 5	Locomotives
Avondale	None	One additional three-person crew	No further change	No change in year 1 or year 5
Back Belt	Engineer certification for territory	Dependent on demand	Dependent on demand	No change; access to NS PTC back office and PTC radio channels required in year 1

Requested right	Additional training	Crews — year 1	Crews — year 5	Locomotives
Chalmette Branch / LIT	Engineer certification for territory	No change	At least one additional two-person crew	No change in year 1; likely up to two additional by year 5

E. Employee Considerations

63. The geographic scope of the proposed operations is limited to the Terminal. Employees of any carrier affected by the trackage rights would be protected by the labor conditions described in the Responsive Application at § 1180.6(a)(2)(v).

VIII. DISPATCHING, COMMUNICATIONS, PTC, AND SAFETY

A. Dispatching

64. NOPB would not dispatch the Back Belt, Avondale facilities, Chalmette Branch, or other carrier-owned territory. The owning carrier's dispatcher or yard authority would control access and issue movement authority. The three daily operating calls support planning but do not replace track authority, and NOPB would require access to the applicable radio channels, route data, and communications protocols before operating on any PTC territory.

B. Communications and PTC

65. For Back Belt operations, NOPB would require access to the NS or Combined Carrier PTC back office and the applicable PTC radio channels. Before implementation, NOPB and the owning carrier would complete testing, crew enrollment, locomotive compatibility procedures, communication protocols, and route validation. Similar requirements would be developed for the Chalmette Branch and the final LIT configuration. All NOPB locomotives operating over PTC territory would be appropriately PTC equipped.

C. Pre-Departure Controls

66. Before departure, NOPB and the participating carriers would verify receiving-yard acceptance and track assignment; current consist and hazardous-material documentation; required inspection, air-brake, and test records; locomotive condition and PTC initialization, where applicable; crew qualification, hours-of-service status, and job briefing; dispatcher and yard authority; route, speed, work-zone, passenger, and curfew restrictions; and emergency contacts and the exception-reporting procedure.

D. Arrival and Securement

67. Upon arrival, NOPB would place the train or cars on the designated track, secure the equipment as required, communicate any bad orders or other exceptions, transfer documentation as required, and notify the receiving carrier and relevant operating contacts that the movement is complete.

E. First Come, First Served Dispatching

68. A principal concern in the Terminal is that, after the Proposed Transaction, the Combined Carrier would dispatch the Huey P. Long Bridge and the Back Belt and would have an incentive to move its own trains ahead of those of other carriers. Adding another entity to dispatch those facilities at additional cost to railroads and shippers is not the answer. NOPB instead requests, as set out in the Responsive Application, a condition requiring a first come, first served dispatching protocol for the Terminal, except that Amtrak would retain the preference afforded under 49 U.S.C. § 24308(c). Compliance can be measured after the fact using the movement record described in Part X. *See* Watson Bryant V.S. at ¶¶ 29, 61.

IX. INFRASTRUCTURE, TRAFFIC DENSITY, CAPACITY, AND OPERATING CONSTRAINTS

A. Existing Infrastructure Assumption

69. Based on presently available information, the proposed operations are expected to use existing rail infrastructure. The principal implementation needs are operating access, communications, PTC integration, territory qualification, track-specific procedures, and agreed windows. Any minor enabling work or LIT-specific construction would be identified following engineering review of final track, signal, clearance, and terminal plans.

B. Reported Train and Yard Lengths

Table 9 — Reported Train and Yard Lengths

Facility / operation	Reported dimension
UP interchange train lengths	Up to approximately 10,000–12,000 feet
CSX Gentilly receiving tracks	Approximately 9,500 feet and 8,500 feet
NS Oliver Yard longest usable receiving track	Approximately 5,000 feet
NOPB Front Belt train-length limit	Approximately 8,000 feet
NOPB Front Belt maximum track speed	Approximately 10 mph

C. Traffic Density and Capacity

70. Section 1180.8(c)(1) calls for traffic density on the lines proposed for joint operations. The Primary Applicants' own operating plan states that the Back Belt has sufficient capacity to support the projected freight increase while maintaining current passenger service levels.

See Am. Appl. Vol. 2, at 768. NOPB's anticipated one to two round trips per day on the Back Belt are small in relation to that projected increase.

71. To the extent NOPB-handled movements substitute for interchange movements that would otherwise operate over the Front Belt or the Back Belt under another carrier's crew, they would not add net trains to the terminal operations. NOPB believes that one of its two proposed round-trip trains on the Back Belt would replace an interchange movement already operating over the Back Belt and therefore there would only be a net increase of one round trip train per day.

72. Table 10 compares current and projected traffic on each requested segment with NOPB's anticipated additions.

Table 10 — Traffic Density and Capacity

Segment	Current traffic (trains/day)	Projected post-transaction traffic (Primary Applicants)	NOPB Proposed increment (round trips/day)	Source
NS Back Belt	{{[redacted]}}	{{[redacted]}}	1 to 2	*UPNS-AmApp_ElectronicAppendices_HC.xlsx, (Tab T, L163, R163)*
NS Chalmette Branch	{{[redacted]}}	1 (Exhibit B)	1 (after LIT commissioning)	*UPNS-AmApp_ElectronicAppendices_HC.xlsx, (Tab T, L1185, R1185)*
UP main line / Avondale Yard (MP J8.3 to 14.9)	{{[redacted]}}	{{[redacted]}}	1	*UPNS-AmApp_ElectronicAppendices_HC.xlsx, (Tab T, L1302, R1302)*

D. Passenger Service

73. Section 1180.8(c)(2) calls for the impacts on commuter or other passenger service. There are no commuter services over the lines and facilities over which NOPB seeks rights. NOPB proposes to coordinate freight movements with passenger-service windows and to preserve host dispatching authority, and route selection would account for passenger trains, receiving capacity, curfews, maintenance, and other bona fide operating constraints. The LIT rights would have no impact on Amtrak service because no passenger trains overlap the routing or interlockings needed to reach LIT.

74. According to the Primary Applicants' operating plan, NS is coordinating with Amtrak on infrastructure improvements related to Amtrak's Mardi Gras Service, including new crossovers on the Back Belt that will allow Amtrak trains to enter and exit the Terminal more efficiently. *See* Am. Appl. Vol. 2 at 767. The additional fluidity NOPB's rights would provide would at least preserve, and may improve, Amtrak's movement through New Orleans, and NOPB does not propose that its requested dispatching protocol apply to Amtrak.

E. Capacity Protections

75. There would be no departure without receiving capacity and no guarantee that every requested movement will be accepted or routed at the requested time. Passenger trains, emergencies, maintenance, work zones, safety restrictions, and bona fide network constraints remain relevant sequencing factors. Recurring movements should be assigned planned windows where feasible, and ad hoc requests should be sequenced transparently based on readiness and operating conditions. Use of NOPB crews should not create priority over other movements, but should not result in discriminatory subordination either.

X. PERFORMANCE MEASUREMENT AND DISPUTE ESCALATION

A. Movement Record

76. The railroads operating in the New Orleans Terminal should maintain a common record of movement requests and responses. At a minimum, the record should identify the request time, train readiness, requested route and window, receiving acceptance, response time, disposition, stated reason for denial or delay, departure time, arrival time, and material exceptions. Refusal by the Combined Carrier to allow NOPB to exercise any rights that may be granted by the Board pursuant to its Responsive Application should be prohibited. *See* Watson Bryant V.S. at ¶ 64.

B. Dispute Escalation

77. Movement-level issues should first be addressed by designated operating contacts. Repeated denial, material delay, or unresolved implementation issues should be elevated to designated senior operating officers. The final protocol should specify objective response intervals, escalation contacts, review cadence, and any reporting or dispute resolution mechanism included in the Board's condition or the implementing agreement. *See* Watson Bryant V.S. at ¶ 65.

XI. CHANGES IN SERVICE PATTERNS, OPERATING ECONOMIES, AND RELATED INFORMATION

A. Significant Changes in Patterns or Types of Service

78. NOPB currently performs neutral interchange and terminal functions for the six Class I carriers serving New Orleans and supplies crews for authorized UP overhead movements

on the Front Belt. The requested rights would extend that capability in three ways: direct, neutral terminal service at LIT after commissioning; direct service to customers in the Avondale territory; and complementary Front Belt and Back Belt routing for interchange and overhead movements. NOPB anticipates approximately three to four round trips per day in total under the three categories of rights, as summarized in Table 3. NOPB would not become a line-haul carrier and would not change any carrier's rates or routes.

B. Operating Economies

79. Anticipated operating economies include fewer intermediate handlings for Avondale traffic, reduced block work on constrained Terminal tracks where classification can be shifted to an appropriate NOPB facility, and fewer crew-related missed windows and recrews. Specifically, for Avondale/AGG traffic—where cars currently may be handled at least seven times before final interchange—direct NOPB access is projected to reduce car handling by approximately 50 percent and improve dwell or interchange time by at least 48 hours. *See supra* ¶ 41; Watson Bryant V.S. at ¶ 40. In addition, NOPB expects that its ability to offer overhead train service on the Back Belt will reduce the number of recrews and associated costs when delay would otherwise cause a crew to reach its hours-of-service limit, with the magnitude of any savings to be established from actual recrew records, costs, and a defined baseline rather than assumed in advance. *See* Watson Bryant V.S. at ¶ 70.

C. Discontinuances and Abandonments

80. There are no planned abandonments or discontinuances as a result of the trackage rights proposed in the Responsive Application.

XII. OPERATIONAL FEASIBILITY AND CONCLUSION

81. NOPB's existing workforce, locomotive fleet, interchange relationships, local operating knowledge, the three daily Terminal operating calls, and its current practice of supplying crews for authorized UP overhead movements provide a substantial foundation for the proposed service. The requested authority would extend those capabilities to specifically identified terminal, customer-service, and Terminal-fluidity functions.

82. Implementation remains subject to final territory qualification, PTC and radio integration, confirmed track and facility information, engineering review, receiving-yard acceptance, dispatching authority, and detailed implementing procedures. Subject to those requirements, NOPB expects that the three requested categories of rights can be implemented safely and feasibly using existing infrastructure and a phased increase in crews and equipment as actual demand develops.

83. This Operating Plan is neutral and nonexclusive. It supplements rather than displaces Class I operations, preserves the owning carriers' dispatching and facility-control functions, and offers a practical framework for neutral access to LIT, direct service to customers in the Avondale area, and complementary Front Belt and Back Belt routing that supports fluidity throughout the Terminal.

Exhibit A

New Orleans Steering Committee PowerPoint (Feb. 12, 2026)



New Orleans Steering Committee February 12, 2026

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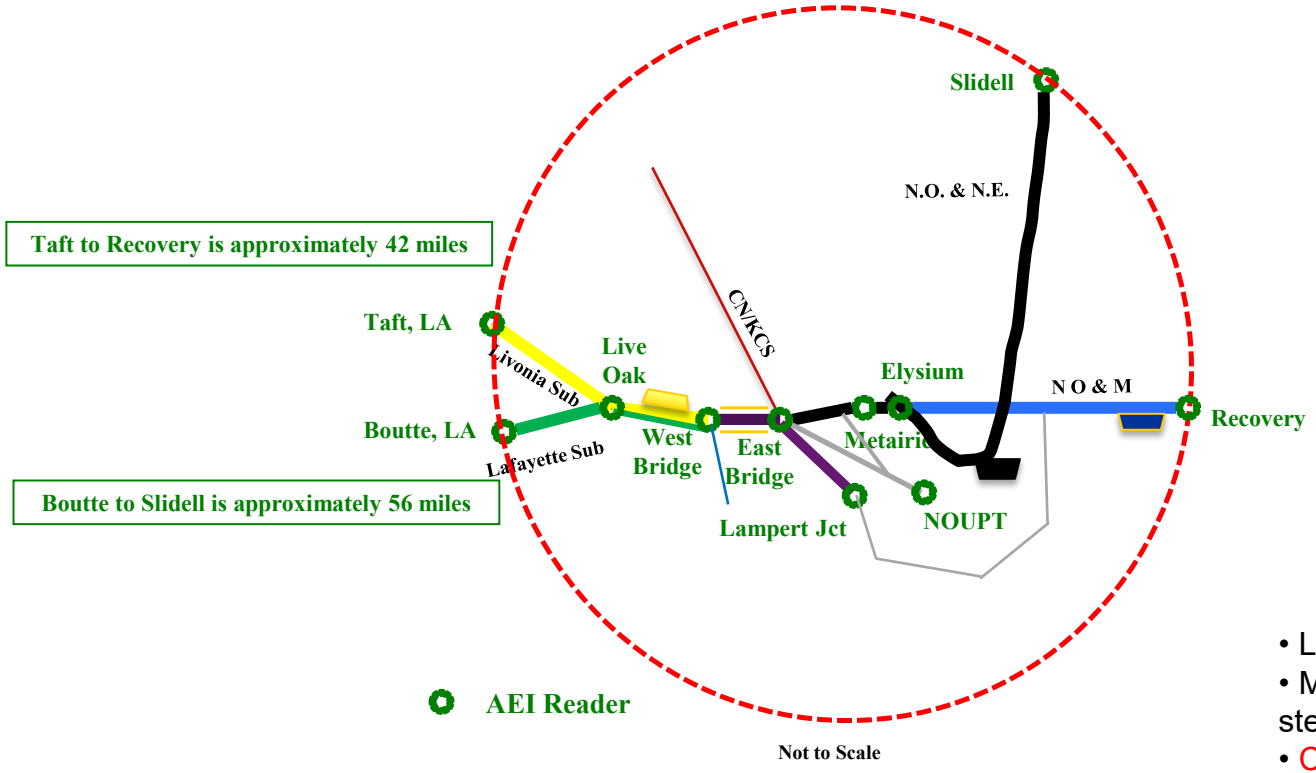
New Orleans Gateway Performance
February 12, 2026



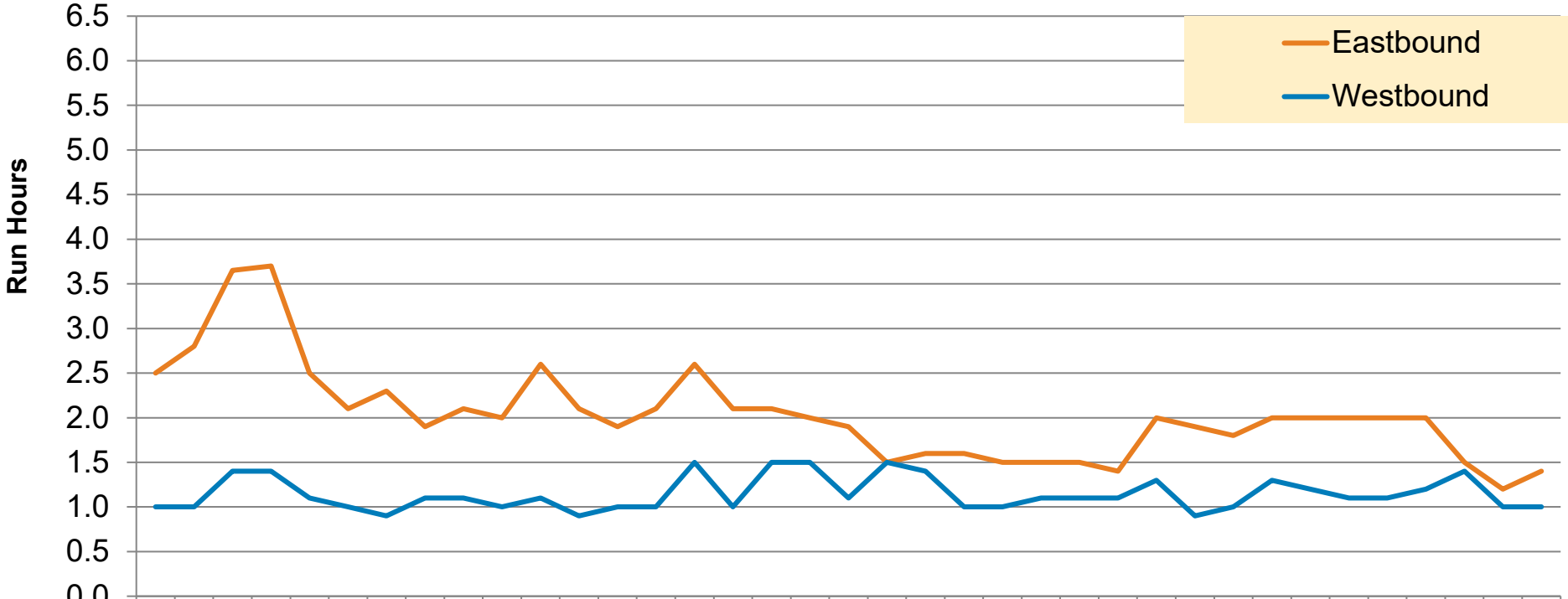
New Orleans Area Dwell – Train Measure



Period	Segment Dwell	Through Dwell
2016	10.7	14.9
2017	12.2	14.8
2018	14.5	16.1
2019	11.8	12.0
2020	10.9	10.5
2021	14.8	13.9
2022	19.5	12.0
2023	13.8	14.8
2024	14.6	14.3
2025	14.3	14.7

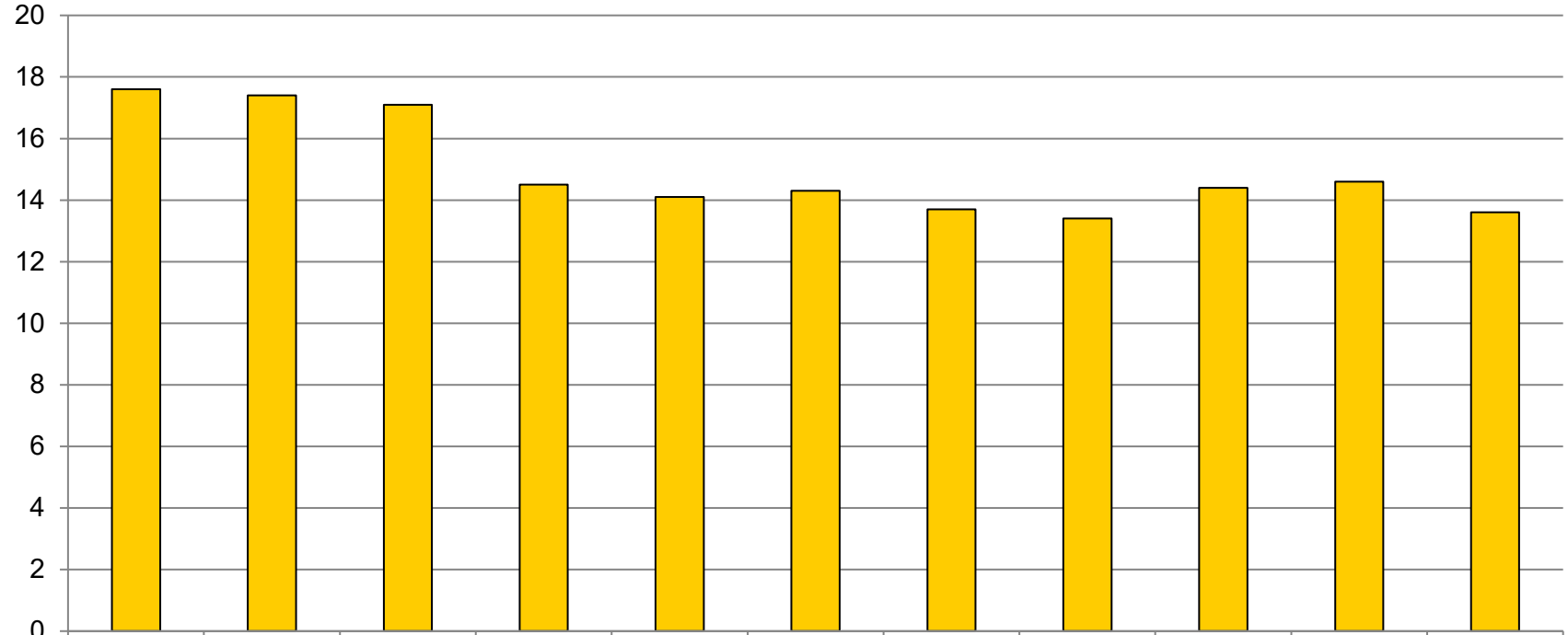
- Lowered eastbound bridge dwell
- Metairie daily average train count steady at ≈14 trains
- Car count is up 2.7% Q/Q; About 0.8% lower Y/Y totals.

Eastbound and Westbound Bridge Dwell 2023 - 2026



	Jan '23	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec	Jan '24	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec	Jan '25	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec	Jan '26
Eastbound	2.5	2.8	3.7	3.7	2.5	2.1	2.3	1.9	2.1	2.0	2.6	2.1	1.9	2.1	2.6	2.1	2.1	2.0	1.9	1.5	1.6	1.6	1.5	1.5	1.5	1.4	2	1.9	1.8	2	2	2	2	2	1.5	1.2	1.4
Westbound	1	1	1.4	1.4	1.1	1	0.9	1.1	1.1	1	1.1	0.9	1	1	1.5	1	1.5	1.5	1.1	1.5	1.4	1	1	1.1	1.1	1.1	1.3	0.9	1	1.3	1.2	1.1	1.1	1.2	1.4	1	1

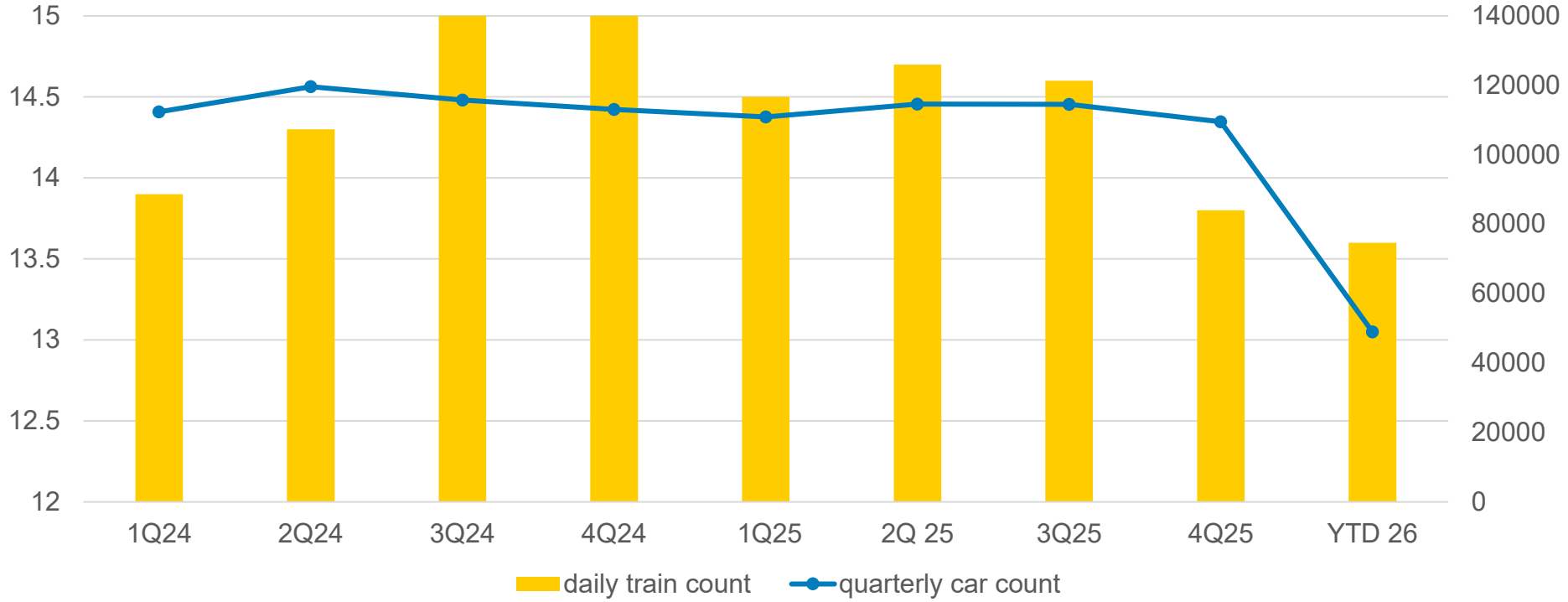
Metairie Rd. annual daily train count (excl. Amtrak)



	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	Q1 '26
daily train count	17.6	17.4	17.1	14.5	14.1	14.3	13.7	13.4	14.4	14.6	13.6

Site ID# 1119

Metairie Rd. – Quarterly train & car count



Car-level Gateway dwell: Entrance-exit

Dwell time down overall 2.5% across all roads

Receiving Road	2022	2023	2024	2025
NS	20.6	25.9	20.7	20.6
CSX	38.1	28.3	33.6	32.1
BNSF	29.5	29.7	28.5	28.1
UP	31.9	28.6	29.4	26.3

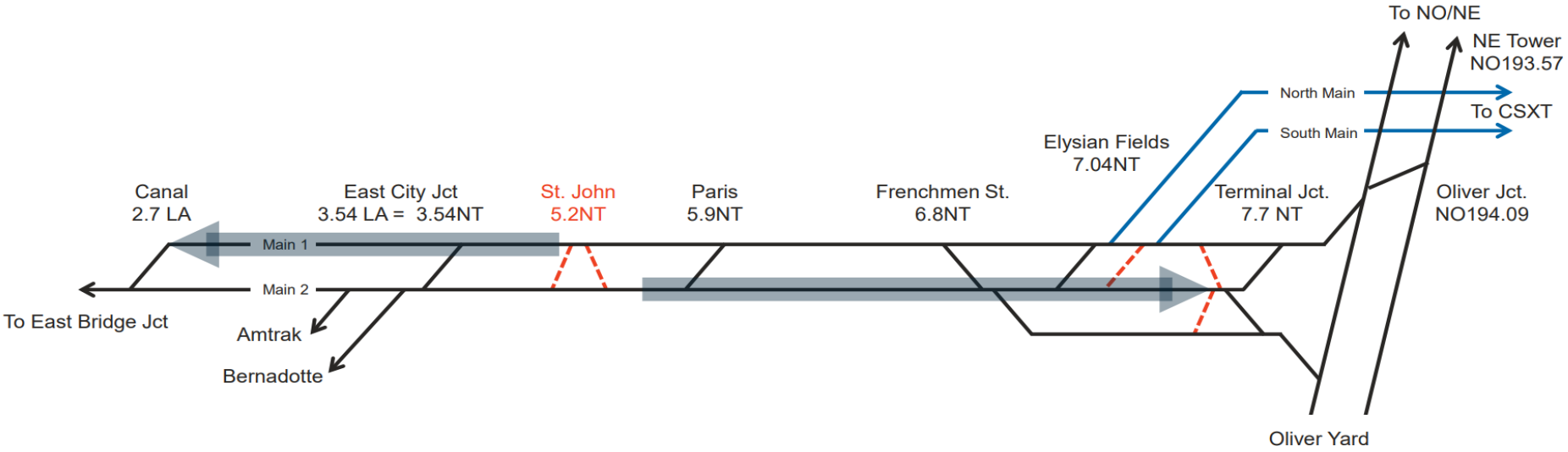
* Excludes cars >72 hours

Amtrak Mardi Gras transit time

Elysium-Gentilly East

	Oct ‘25	Nov ‘25	Dec ’25	Jan ’26
Minutes	17	19	17	

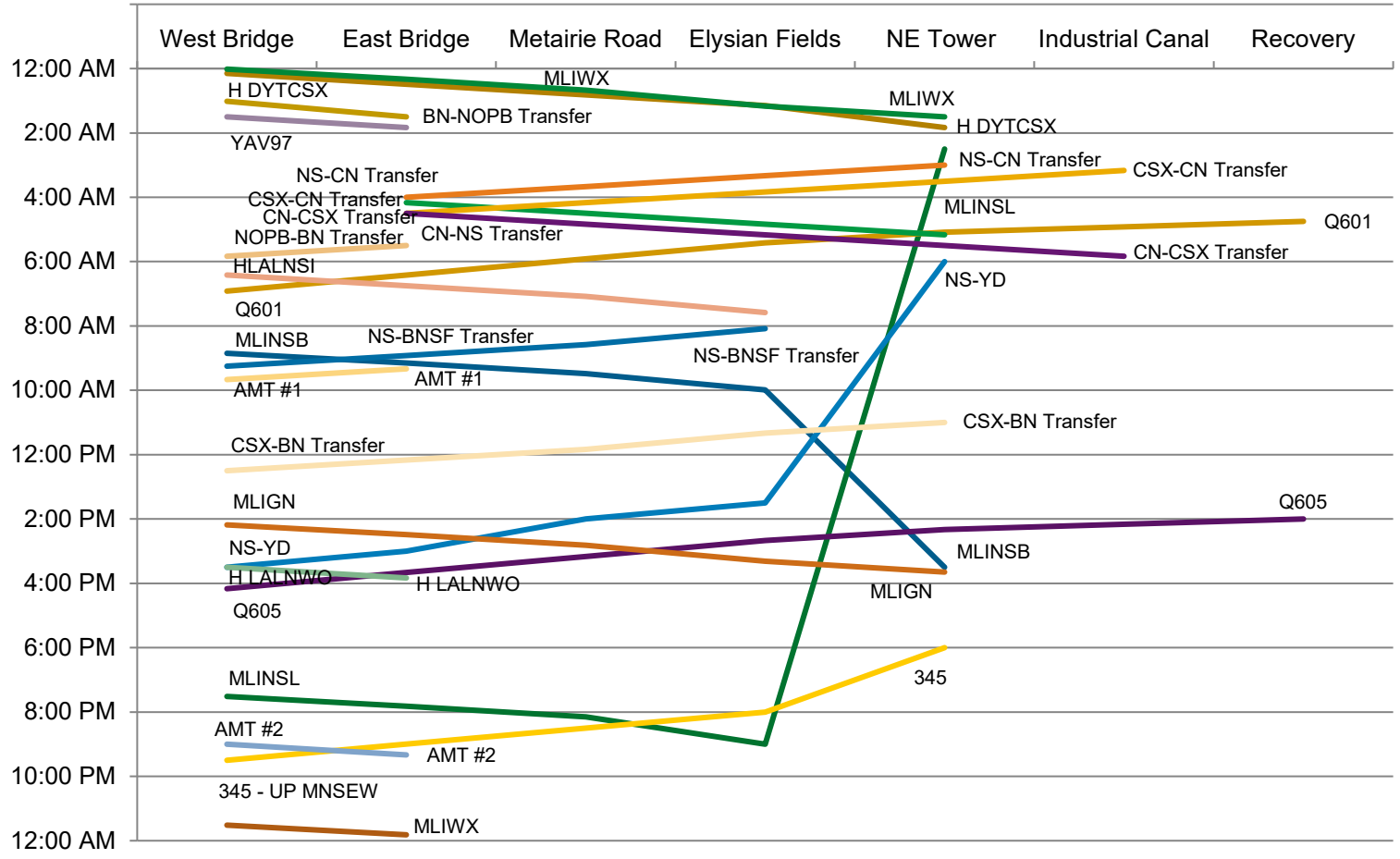
Additional Items NS Amtrak Improvements



Back Belt Timeline

New Orleans Gateway - Back Belt Schedule						
East Bound				West Bound		
Train Sym	Departing	Terminating		Train Sym	Departing	Terminating
NS130	NS	NS-Chat	12:01			
			1:00			
			2:00			
			3:00			
			4:00	A63	NS	UP
LALCSX	BNSF	CSXT	5:00	A72	NS	CN
			6:00			
AMTK-20	AMTK	BNSF	7:00			
			8:00	Q605	CSXT	UP
UP	UP	CSXT - 0945	9:00	Y305	CSXT	CN
A72	CN	NS-Return	10:00	NS355	NS	BNSF
MLINSB	UP	NS	11:00			
Y305	CN	CSXT-Return	12:00			
			13:00	Q601	CSXT	UP
MLIGN	UP	CSXT	14:00			
NS344	NS	NS-Bham	15:00			
LALNSI	BNSF	NSI -1500	16:00			
			17:00			
			18:00	CSXT	CSXT	BNSF
NS345	NS	UP- HOUS	19:00	AMTK-19	NS	UPT
			20:00	CSXT	CSXT	UP
MLISNL	UP	NS-2130	21:00	NS345	NS	UP
NS314	NS	NS-BHAM	22:00			
			23:00			
MLIWX	UP	CSXT-2345	24:00			

New Orleans Gateway E-W Stringline



Leading Triggers

Carrier	Trigger	Course of Action	Red/Yellow/Green
UP/BNSF	Train on Bridge for +3 Hours	Escalation in Teams Chat	
UP/BNSF	Train on Bridge for +5 Hours	Escalation at Asst Supt/Supt Level	
UP/BNSF	NOPB Holding +12 hours after schedule time	Escalation Supt Level	
UP/BNSF	2 Trains behind for same carrier NS/CSX	Escalation at Asst Supt/Supt Level	
UP/BNSF	3 Trains behind for same carrier NS/CSX	Escalation at General Manager Level	
UP/BNSF	Train on Bridge for +7 Hours	Escalation at Supt Level	

Ground Work

Commitments:	Ownership
All Railroads have CAD Access UP and NS	Peters and Jeffers
All Railroads have Backbelt Camera Access	Cameras repaired and functional
Exceptions needing escalation:	
Backlog 3 -Escalate to GM	All Superintendents
Backlog 5 -Escalate to VP	All Superintendents
Bridge Dwell/Back Belt Dwell > 2 Hours	All Superintendents
Teams is the information exchange	All Railroads
Be transparent about issues, service interruptions and work together on resolutions	All Railroads, All Levels of Organization

Additional Items

Commitments discussed:	Owner(s)
All RR will have access to CAD.	All Superintendents
NS camera will be repaired.	NS to take the lead
Get BN on Teams.	BN Denton Chapman working on it
Exceptions need escalation:	
Backlog 3 - escalate to GM	All Superintendents
Backlog 5 - escalate to VP	All Superintendents
Bridge Belt / Back belt Dwell > 2 Hours.	All Superintendents
NS to work to show dwell on Back belt.	UP and NS to take the lead
418 to be automated (readers).	NS and UP tech combined
All information to be passed on to the teams.	All Superintendents
Know condition of the other railroads.	All Superintendents
Don't hide behind **ISAs**	All Superintendents
Be transparent and work together so we do not continue to revisit the same issues.	All RRs, All Levels

New Orleans Gateway Fundamentals
2013 Version

New Orleans Gateway Best Practices

Yard Operations

1. Keep east end Avondale switching job from blocking plant as much as possible. Sometimes this is associated with westbound dwell on the bridge. {Westbound Bridge Dwell}
2. Livonia and Lafayette call to depart standard must be adhered to. Road crews must have time to cross the bridge. {Road crews over the Bridge}
3. Livonia and Lafayette tonnage rules must be adhered to and trains must be sufficiently powered to cross the Bridge. {Number of eastbound trains with helpers –Bridge Report}
4. Excluding Amtrak and Z trains, the eastbound flow onto the Bridge should generally reflect 'first come, first served' and priorities established on the Planning Call {Salix/Boutte – West Bridge Dwell}
5. YAV97 needs to depart Avondale on time.

HP Long Bridge Operations

1. Bridge Trains need a minimum of 2 hours on the crew before putting train on the bridge.

Movement Planning

7. Get NS 345 across bridge prior to 0600 ahead of Curfew. {Elysian Fields – Metairie Dwell}
8. Deliver QLINSB to Oliver before AM Amtrak Crescent (off the Bridge by 0300, Amtrak Crescent departs NOUPT at 0700).

Transfer Crew Management

7. Two moves per shift for AV07, AV20, YAV07 and YAV20 (normally one west and one east).

Communication

10. Must take inbound trains and indicate when you can't on the Planning Call. Understand the cadence and order. {Bridge Dwell, Taft-Salix Dwell, Avondale Dwell}
11. Plans agreed to on the call and changes to those plans must be communicated to affected parties immediately. Leverage instant messaging when possible.

New Orleans

East-West Visibility 20 Cameras – 11/14/2019

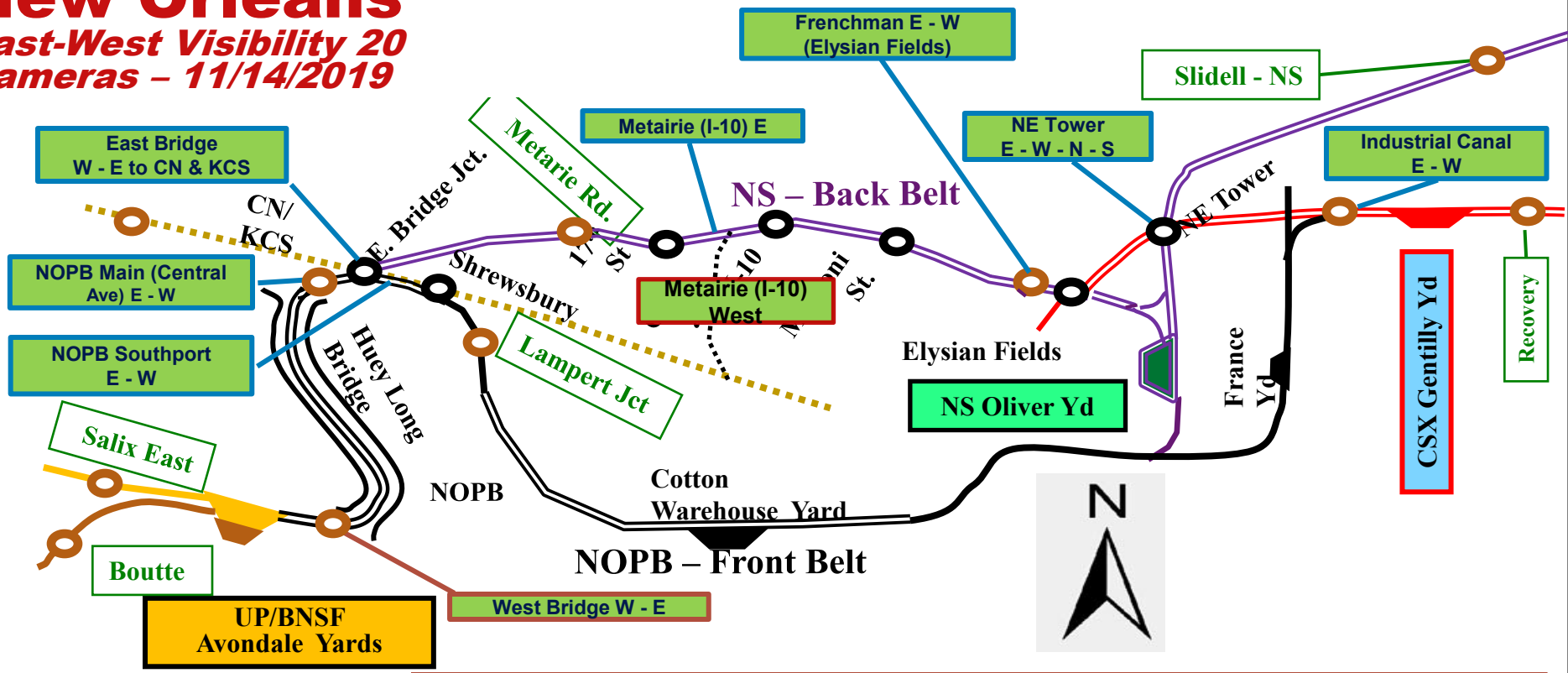


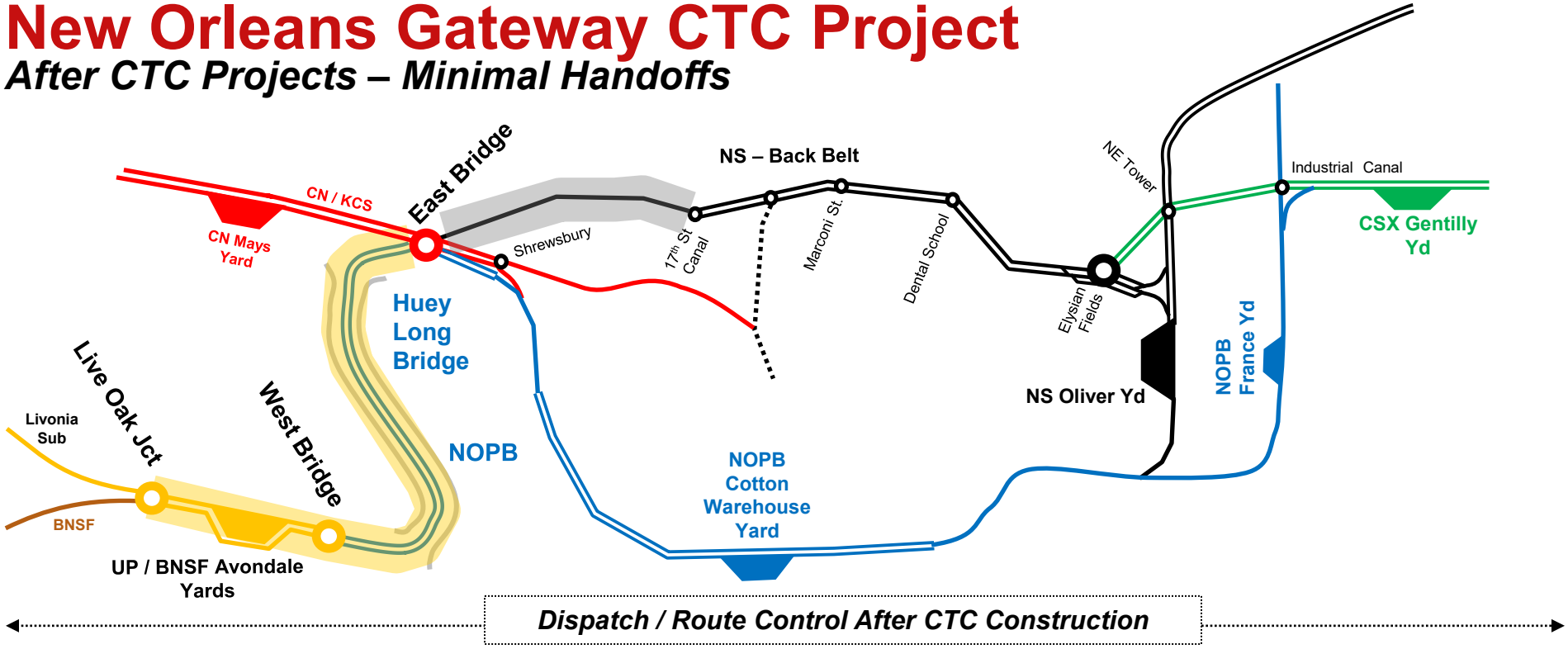
EXHIBIT A

LEGEND

- AEI Reader
- West Bridge W - E — Cameras at West Bridge facing west and east
- NS
- CN
- UP
- BNSF
- CSX

New Orleans Gateway CTC Project

After CTC Projects – Minimal Handoffs



New Orleans Cameras

EXHIBIT D

New Orleans Camera Project Locations and Ownership

2 - Frenchman / Elysian Fields (NS)
2 - West Side (I-10) (NS)
2 - Metairie (I-10) East (NS)
4 - NE Tower (NS)
2 - NOPB Main (NOPB)
2 – NOPB SouthPort (NOPB) (Deckbar)
2 - Industrial Canal (CSX)
2 – West Bridge (UP)
2 - East Bridge (*NOPB)

Exhibit B

Mark R. George Letter (September 9, 2026)

Norfolk Southern Corporation
650 W. Peachtree Street NW
Atlanta, GA 30308

Mark R. George
President & Chief Executive Officer

September 9, 2026

Ms. Beth Branch
President & Chief Executive Officer
Port of New Orleans
1350 Port of New Orleans Place
New Orleans, LA 70130

Dear Ms. Branch:

Thank you for writing to me regarding the Louisiana Intermodal Terminal (LIT) project that you are spearheading. The proposed terminal will be located on Norfolk Southern's Chalmette Branch, which connects to the NS network east of New Orleans.

I recognize the significant opportunity this project represents for both the Port of New Orleans (PONO) and the State of Louisiana. The LIT project is an important development for the region's freight transportation network, and Norfolk Southern remains fully engaged in the planning and design of the new facility.

As our team has previously communicated, Norfolk Southern remains committed to the following principles:

- NS will serve as the rail carrier for LIT, handling containers exclusively to/from intermodal terminals on the Norfolk Southern network.
- NS will operate one inbound and one outbound train daily.
- NS will work closely with New Orleans Public Belt (NOPB) Railroad, which is expected to provide switching services for LIT.
- NS will collaborate and partner with PONO, NOPB, and other public agencies to develop and fund infrastructure improvements that enhance grade crossing safety, improve community relations, and increase railroad capacity in the New Orleans area.

Norfolk Southern has maintained a consistent position since our initial discussions several years ago. These commitments reflect our continued support for the project and our willingness to work with your team as we evaluate the markets the terminal can most effectively serve.

As you noted, the proposed acquisition of Norfolk Southern by Union Pacific would significantly expand the markets accessible from the proposed LIT through single-line rail service. Following regulatory approval of the transaction, we would welcome discussions regarding potential updates to our joint plan to capitalize on those expanded market opportunities.

Norfolk Southern greatly values its partnership with the Port of New Orleans and the New Orleans Public Belt Railroad. Under your leadership, both organizations continue to thrive while providing essential service to the region, our customers, and the broader supply chain. We appreciate the strong relationship we share and look forward to continued success together.

Sincerely,



Mark R. George
President & Chief Executive Officer

cc: Michael McClellan, SVP & Chief Strategy Officer
Shawn Tureman, VP Intermodal & Automotive
David Lehlbach, AVP Strategic Planning
Conner Poe, AVP Government Relations

Exhibit C

Avondale Global Gateway PowerPoint


AVONDALE
Global Gateway
A HOST COMPANY

T. PARKER HOST AT A GLANCE

- HOST'S Terminals
  - Avondale Global Gateway
  - Ascension Bulk Terminal
  - United Bulk Terminals
  - Louis Dreyfus Commodities
  - DRAX Biomass

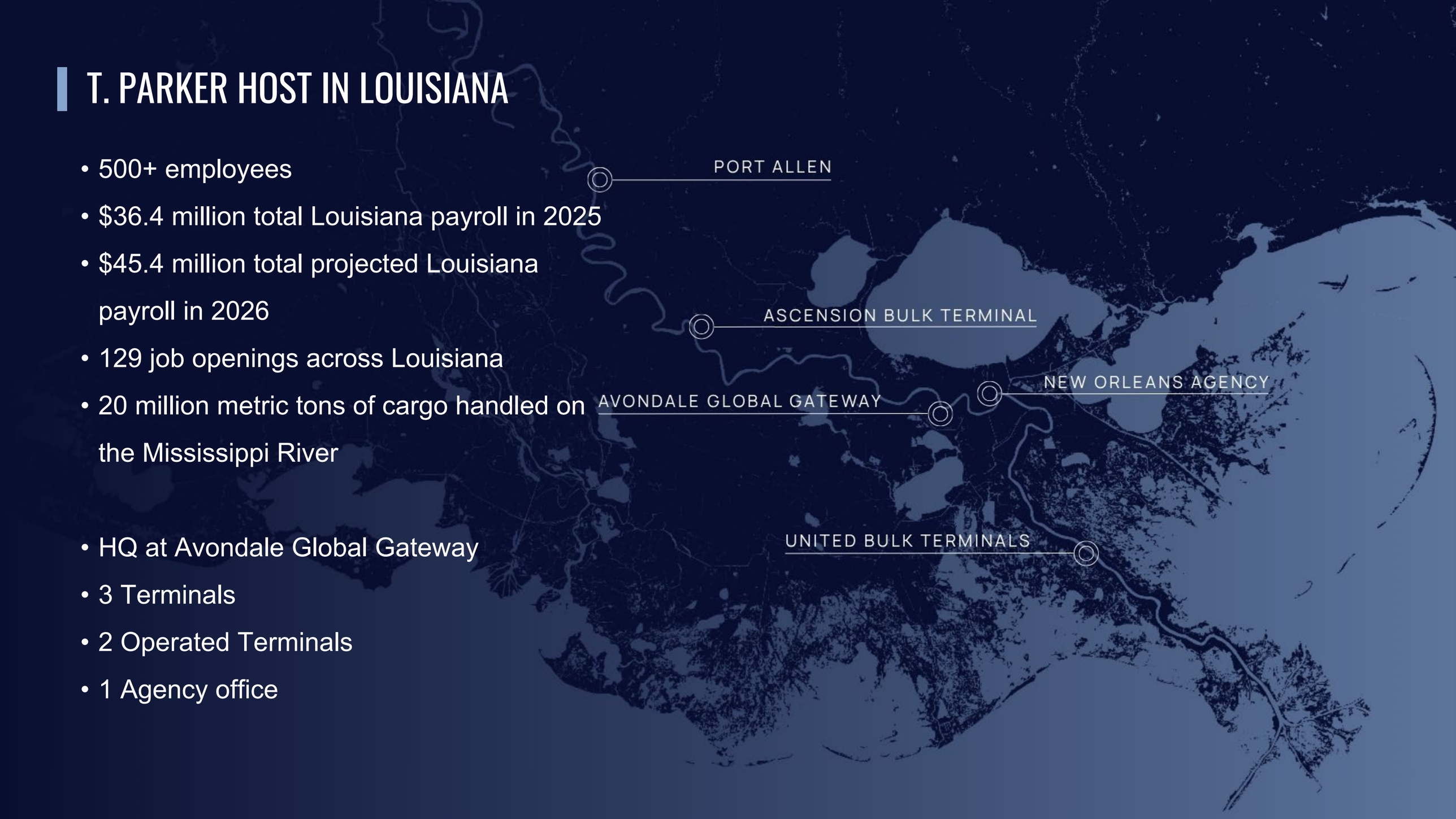
- HOST Agency
  - Largest tramp ship agency in the United States
  - Offices on the East, Gulf, and West Coasts as well as the Hawaiian Islands
  - 150+ ports served
  - 6,000+ ships served per year



T. PARKER HOST IN LOUISIANA

- 500+ employees
- $36.4 million total Louisiana payroll in 2025
- $45.4 million total projected Louisiana payroll in 2026
- 129 job openings across Louisiana
- 20 million metric tons of cargo handled on the Mississippi River

- HQ at Avondale Global Gateway
- 3 Terminals
- 2 Operated Terminals
- 1 Agency office



AVONDALE GLOBAL GATEWAY AT A GLANCE



REVITALIZE

2019-2021

- Acquired former shipyard
- Restored critical infrastructure
- First ship arrived in 2020
- $91.7 million invested



REESTABLISH

2021-2024

- Diversified cargo operations
- Expanded terminal capabilities
- Developed trade lanes and stronger logistics
- $27.6 million invested



REINDUSTRIALIZE

2025 +

- Maximize site utilization
- Expand value-added services
- Integrate manufacturing/processing
- Secure long-term tenants
- $35.8 million invested

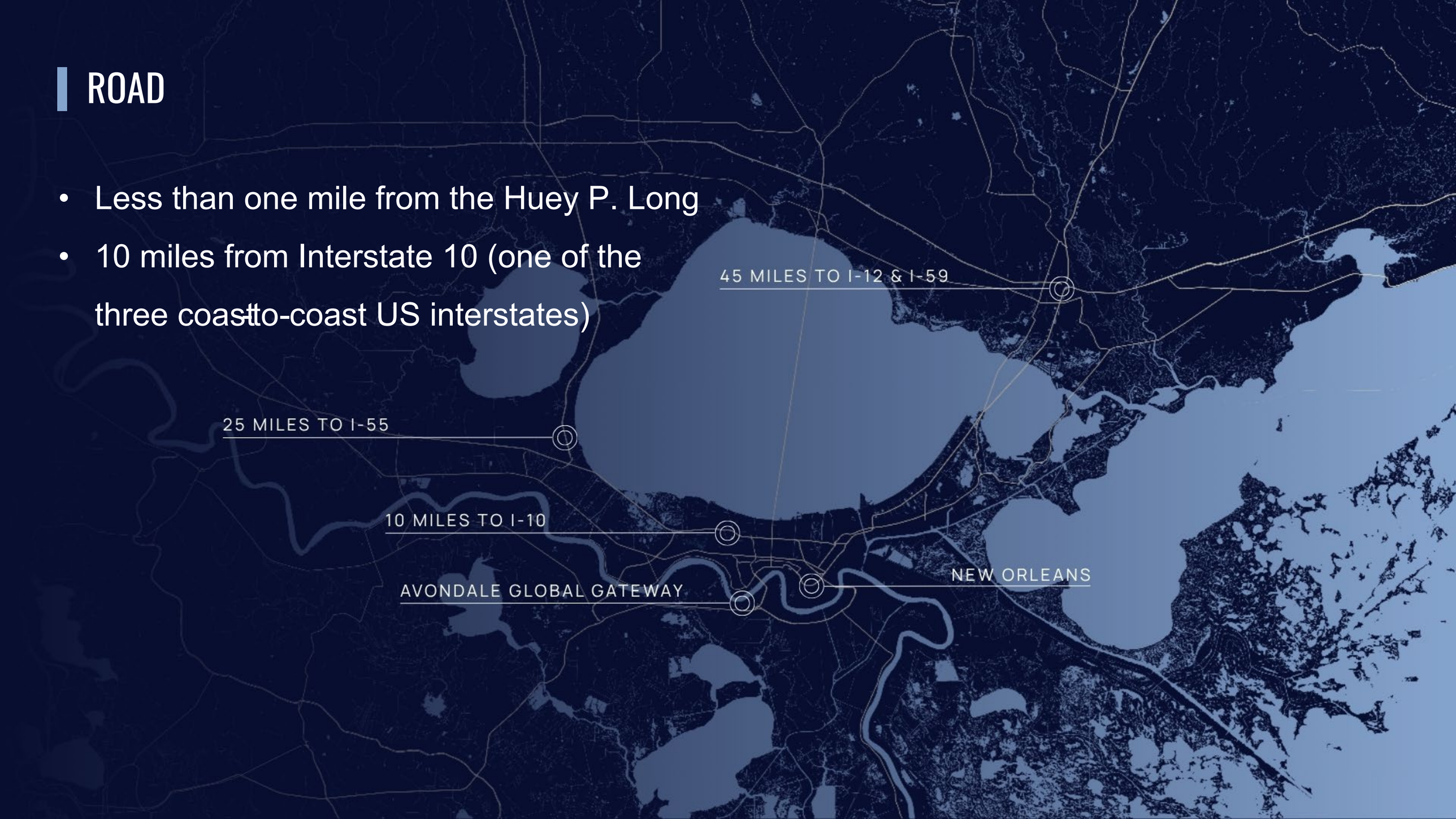
RIVER

- Mile marker 108 on the West Bank of the Mississippi River
- Direct access to the Gulf of America and global trade routes



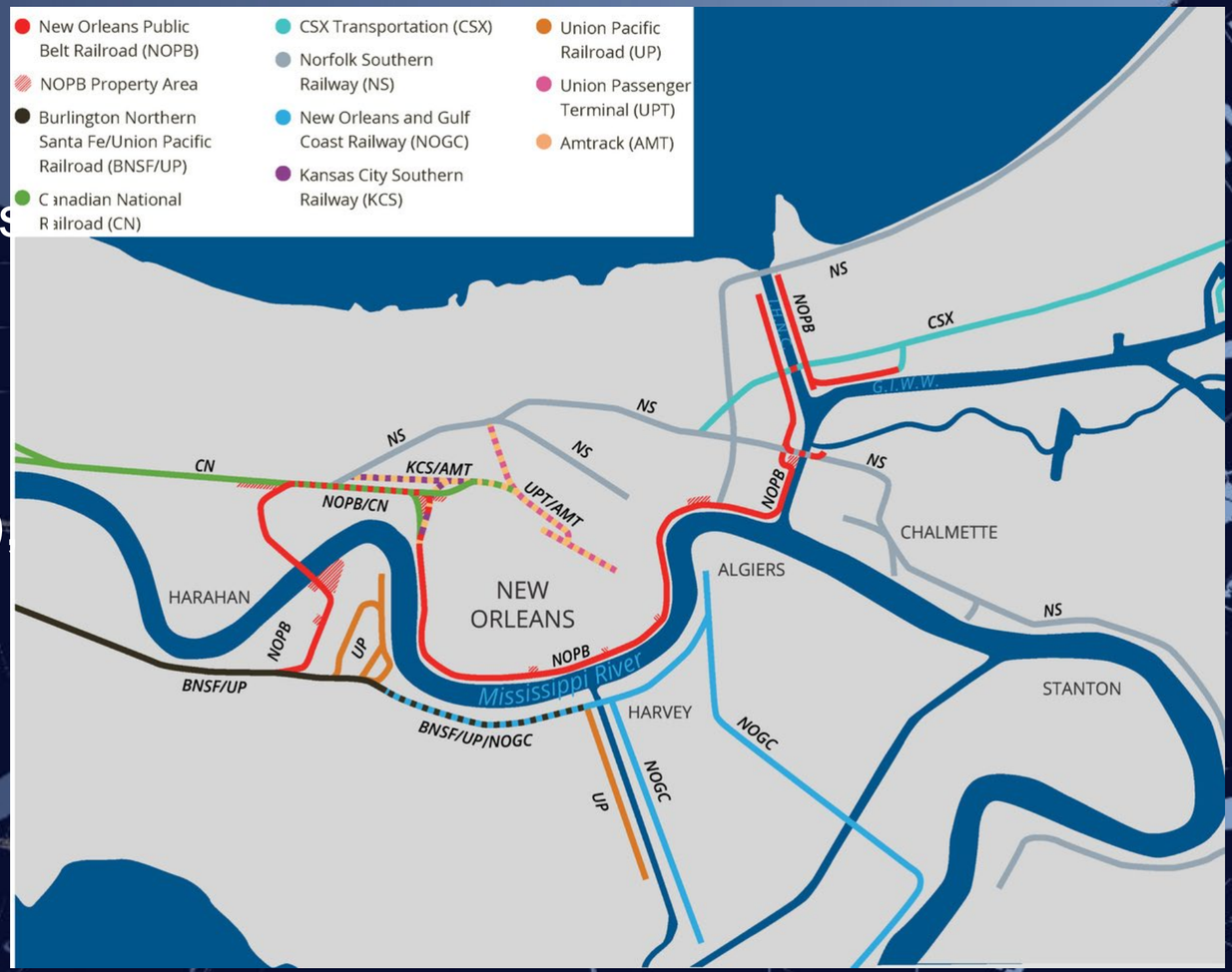
ROAD

- Less than one mile from the Huey P. Long
- 10 miles from Interstate 10 (one of the three coast-to-coast US interstates)



RAIL

- Over 7,200 ft of track on property
- Positioned at the interchange of six Class railroads
- Direct rail connection to Union Pacific
- Via the New Orleans Public Belt (NOPB), connection to all other Class I railroads.
  - 650 annualized rate



AVONDALE GLOBAL GATEWAY CAPABILITIES - MARINE



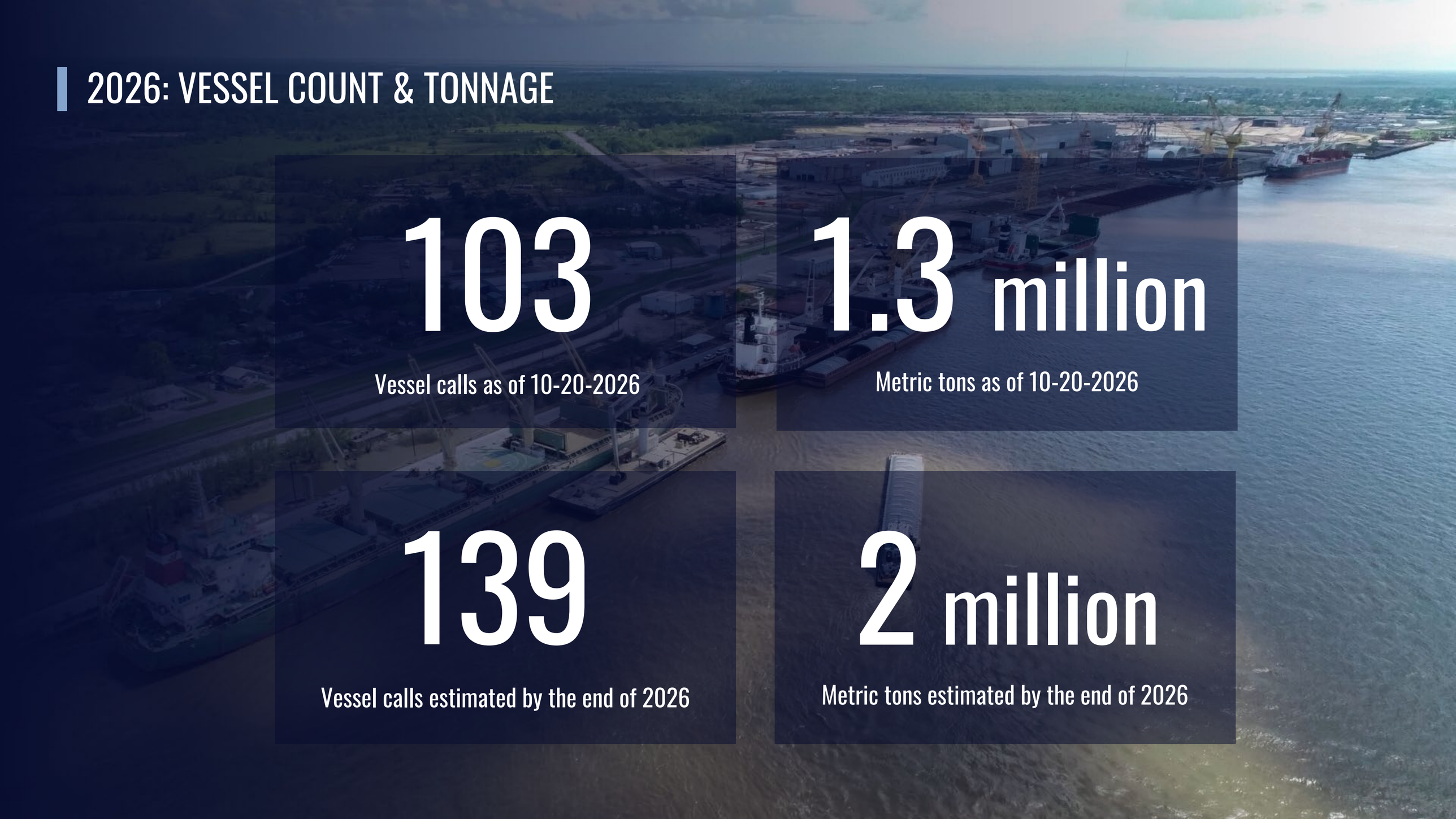
- 4 active vessel berths
  - Berth 6- anticipated completion Q2 2027
  - Berth 1- anticipated completion in 2030
- 1 barge dock
- Three ship-to-shore cranes
- Ship-to-barge transfers
- Draft range of 32-47ft
- MM 108 on the West Bank

AVONDALE GLOBAL GATEWAY CAPABILITIES - TERMINAL

- 275 acres
- 1.2 million square feet of warehouse or manufacturing space
- Ample laydown and storage space
- Overhead cranes and specialized equipment available
- Rail car transloading
- Foreign Trade Zone (FTZ) designations pro-vide by
  - Port of New Orleans grantee
- Indoor and outdoor bonded warehousing available
- Leasing opportunities available



2026: VESSEL COUNT & TONNAGE



103

Vessel calls as of 10-20-2026

1.3 million

Metric tons as of 10-20-2026

139

Vessel calls estimated by the end of 2026

2 million

Metric tons estimated by the end of 2026

2026: EMPLOYEES & PAYROLL

- 300+ employees
- 86 open positions
- $12.1 million in Louisiana payroll in 2025
- $20+ million projected in Louisiana payroll in 2026





FUTURE JOB GROWTH PREDICTIONS

2026	2027	2028	2029
300+	423+ *(+123)*	448+ *(+25)*	473+ *(+25)*

PHASE 3: REINDUSTRIALIZE

Evolving from a traditional cargo terminal into a fully integrated industrial campus.

- **Industrial Campus Development:**
  - Attract long-term tenants
- **Value-Added Services:**
  - Manufacturing, assembly, processing, and more
- **Economic Growth:**
  - Drive new investment
  - Job creation
  - Long-term economic activity across the region
  - 6,000 undeveloped acres on West Bank

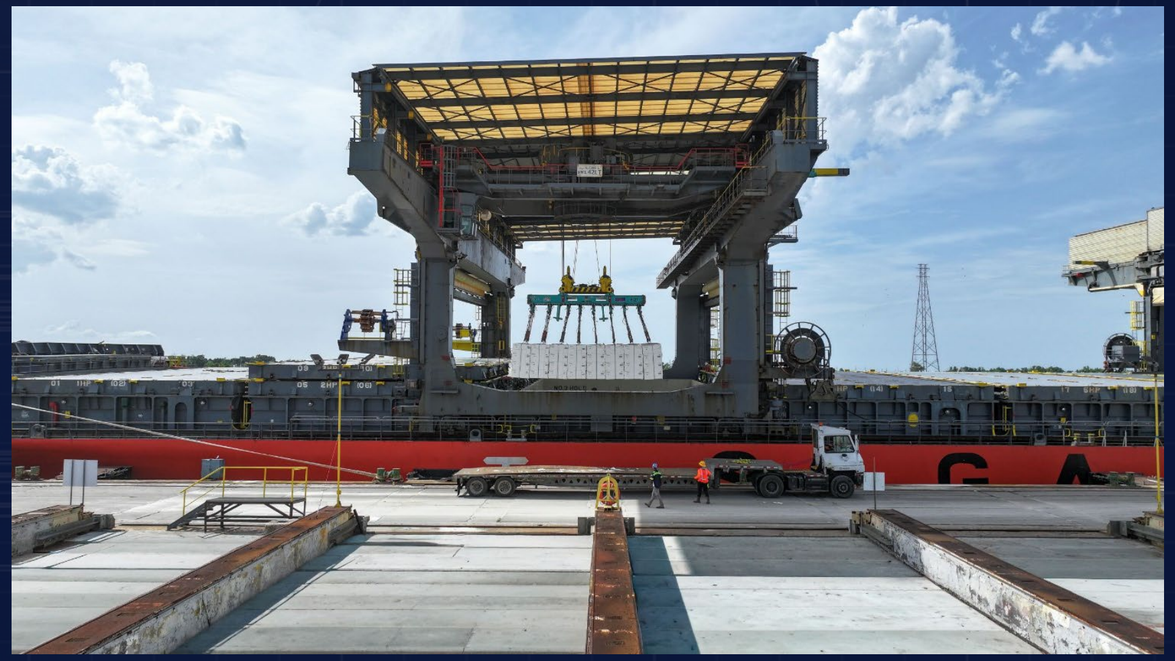


MEET OUR TENANTS: SUZANO

Avondale Global Gateway successfully secured wood pulp imports back to Louisiana for the first time in more than 30 years.



- Joint marketing effort with support of PONO & NOPB
- Business absorbed from Alabama and Texas
- 156,800 metric tons of pulp handled since April 2026
- 50 jobs added
- $3.5 million in Avondale-funded improvements



About Suzano

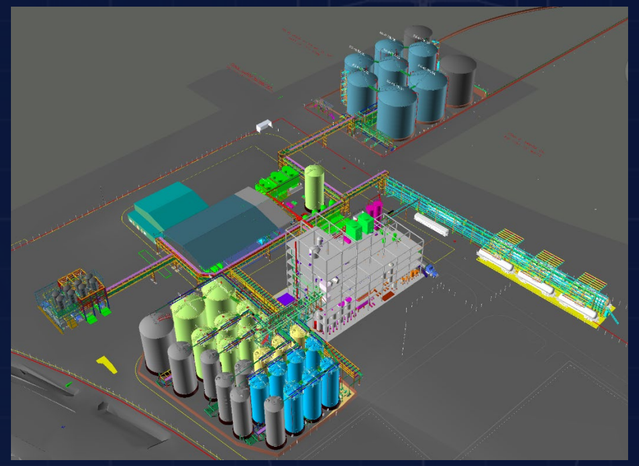
- Brazilian pulp and paper manufacturer
- One of the world’s largest pulp producers
- Operations serving 100+ countries

MEET OUR NEW TENANTS: TVO | TOP VEGETABLE OILS

TVO is advancing plans for a palm oil facility, with construction expected to begin in Q1 2027 and production anticipated in late 2028.

- On-site manufacturing
- $250 million investment into the site
- 50 direct jobs expected
- 340,000 tons expected in first year
- 1 million tons expected/year after completion







About TVO

- Global supplier and distributor of vegetable oils for food and industrial applications.
- First palm oil manufacturing facility in the United States

MEET OUR NEW TENANTS: INDUSTRIAL PROCESSOR 1

Avondale is partnering on a new industrial-grade production facility for critical minerals. Construction begins Q2 2027, with production expected in 2029.

- $80 million investment
- 50 direct jobs expected
- Critical to national interests
- In partnership with the Department of War





About this tenant:

- U.S.-based critical minerals and metals processing company
- Produces materials used in advanced manufacturing and technology

MEET OUR NEW TENANTS: ORIGINAL EQUIPMENT MANUFACTURER

Avondale is supporting Louisiana’s rapidly growing AI infrastructure by handling project cargo and oversized components for major data center developments.

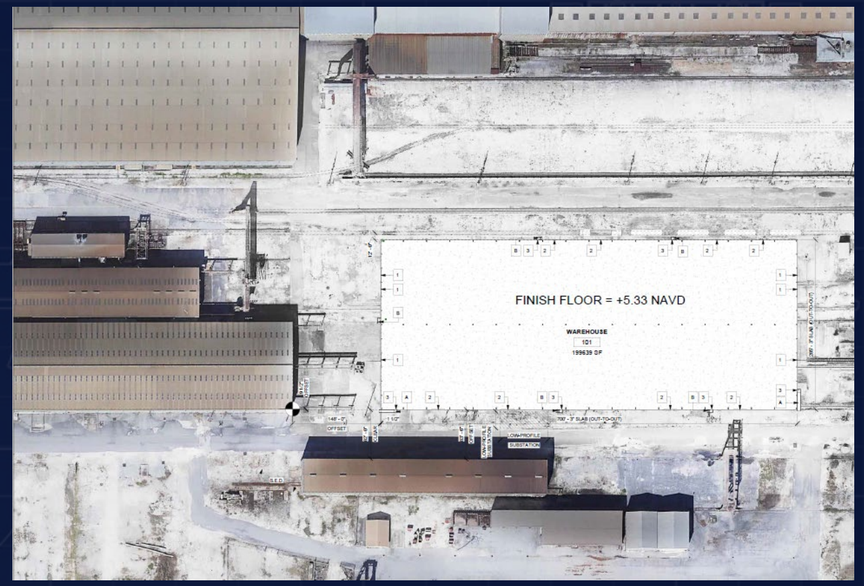
- $15 million in Avondale-funded improvements
  - New 200,000 SF warehouse
- 100 direct jobs expected
- Critical to national interests
- Confidential customer; details forthcoming



AVONDALE GLOBAL GATEWAY: INVESTING IN WHAT'S NEXT

PROJECT	DETAILS	ESTIMATED COST
NEW BUILDINGS	• New 200,000 SF warehouse.	$15,000,000

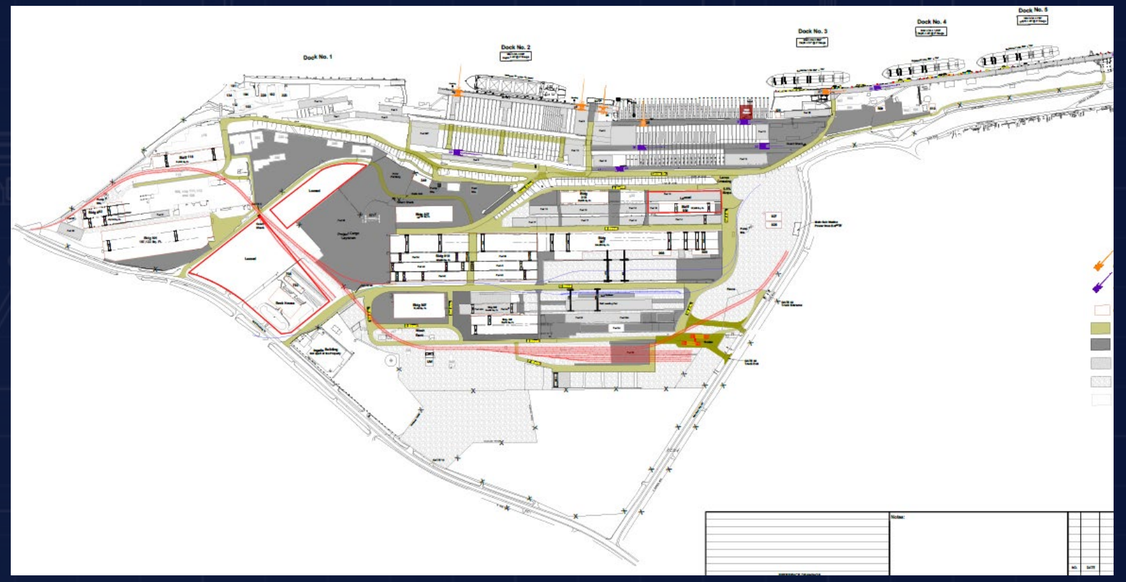
- Start date: 09/09/2026
- Estimated completion: 04/09/2027
- Second-largest building when completed
- First new building at Avondale since 1970's
- For Original Equipment Manufacturer customer





AVONDALE GLOBAL GATEWAY: INVESTING IN WHAT'S NEXT

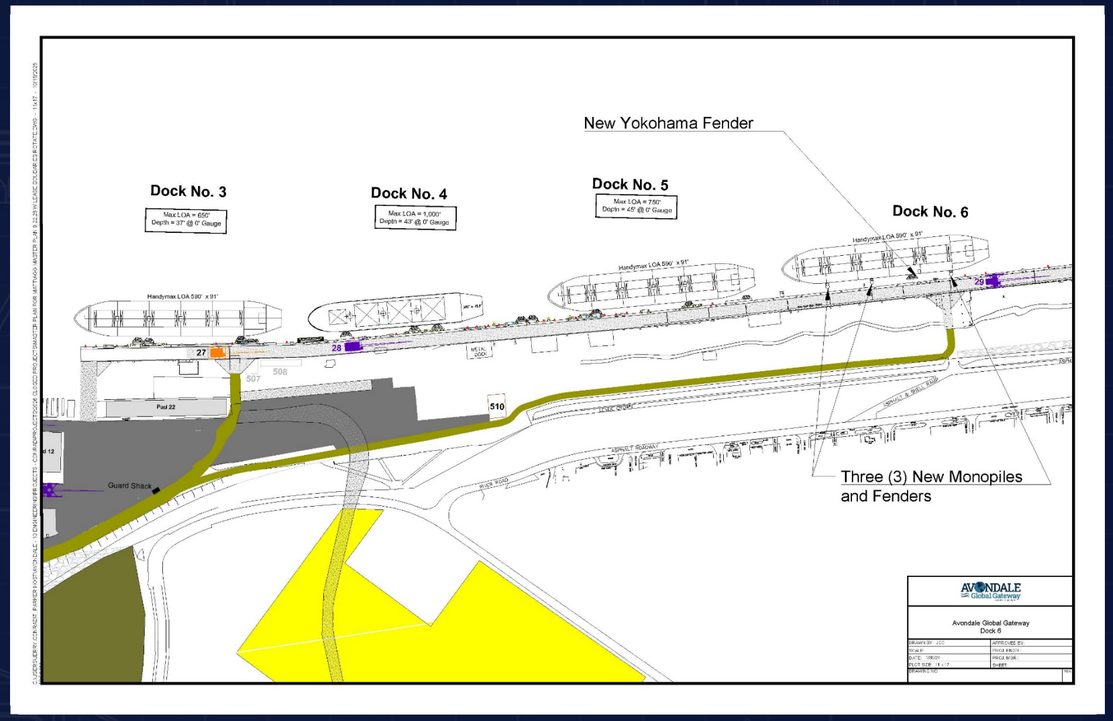
PROJECT	DETAILS	ESTIMATED COST
NEW BUILDINGS	• New 200,000 SF warehouse.	$15,000,000
RAIL	• Double rail capacity	$15,000,000



- Start Date: Q4 2026
- Estimated completion: Q1 2028
- Current capacity: 25-30 cars
- New capacity: 75 cars / day
- 11,500-16,500 cars anticipated/year by 2030
  - 30% estimated to go through NOPB
- Substantial growth in rail traffic driven by multiple tenant developments

AVONDALE GLOBAL GATEWAY: INVESTING IN WHAT'S NEXT

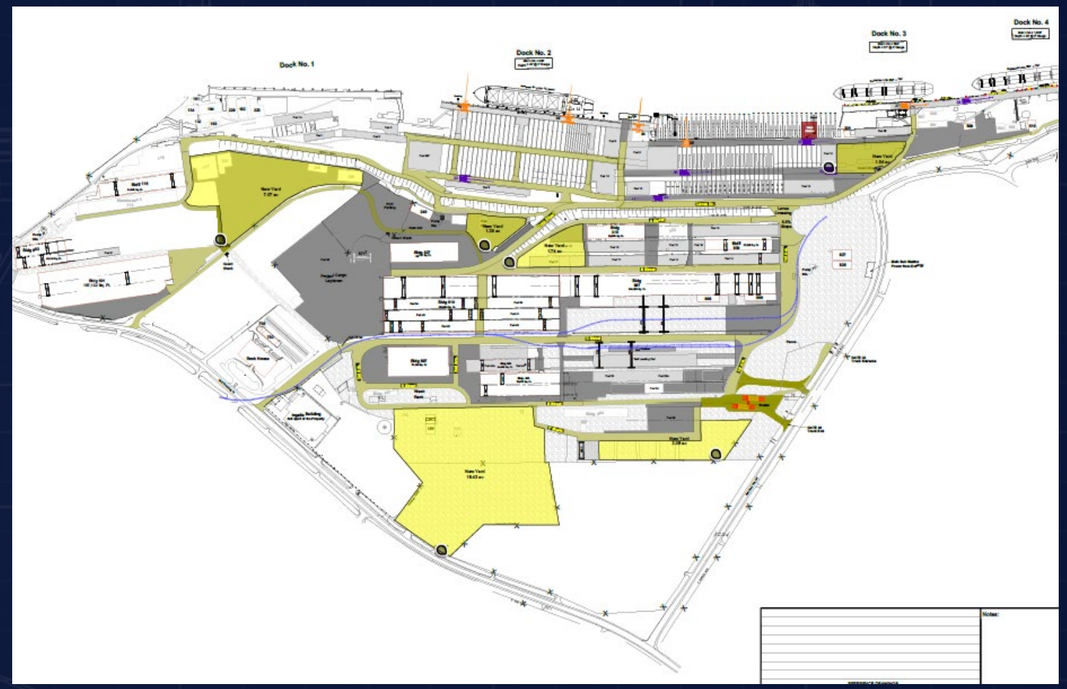
PROJECT	DETAILS	ESTIMATED COST
NEW BUILDINGS	• New 200,000 SF warehouse.	$15,000,000
RAIL	• Double rail capacity	$15,000,000
DOCK PROJECTS	• 5th deepwater dock • New access points to dock	$10,000,000



- Start date: Q4 2026
- Estimated Completion: Q2 2027
- Added capacity to handle additional throughput necessitated by tenants and growing customer demand

AVONDALE GLOBAL GATEWAY: INVESTING IN WHAT'S NEXT

PROJECT	DETAILS	ESTIMATED COST
NEW BUILDINGS	• New 200,000 SF warehouse.	$15,000,000
RAIL	• Double rail capacity	$15,000,000
DOCK PROJECTS	• 5th deepwater dock • New access points to dock	$10,000,000
VARIOUS YARD PROJECTS	• new cargo yards • crane improvements • customer specific improvments	$10,000,000



- 31.9 acres in upgraded yards
- Upgrades are 50% complete, with additional improvements currently underway
- Influenced by current and anticipated customers' needs

AVONDALE GLOBAL GATEWAY: INVESTING IN WHAT'S NEXT

PROJECT	DETAILS	ESTIMATED COST
NEW BUILDINGS	• New 200,000 SF warehouse.	$15,000,000
RAIL	• Double rail capacity	$15,000,000
DOCK PROJECTS	• 5th deepwater dock • New access points to dock	$10,000,000
VARIOUS YARD PROJECTS	• new cargo yards • crane improvements • customer specific improvments	$10,000,000
ADDITIONAL MOBILE EQUIPMENT	• various equipment upgrades	$6,000,000
TOTAL		**$56,000,000**

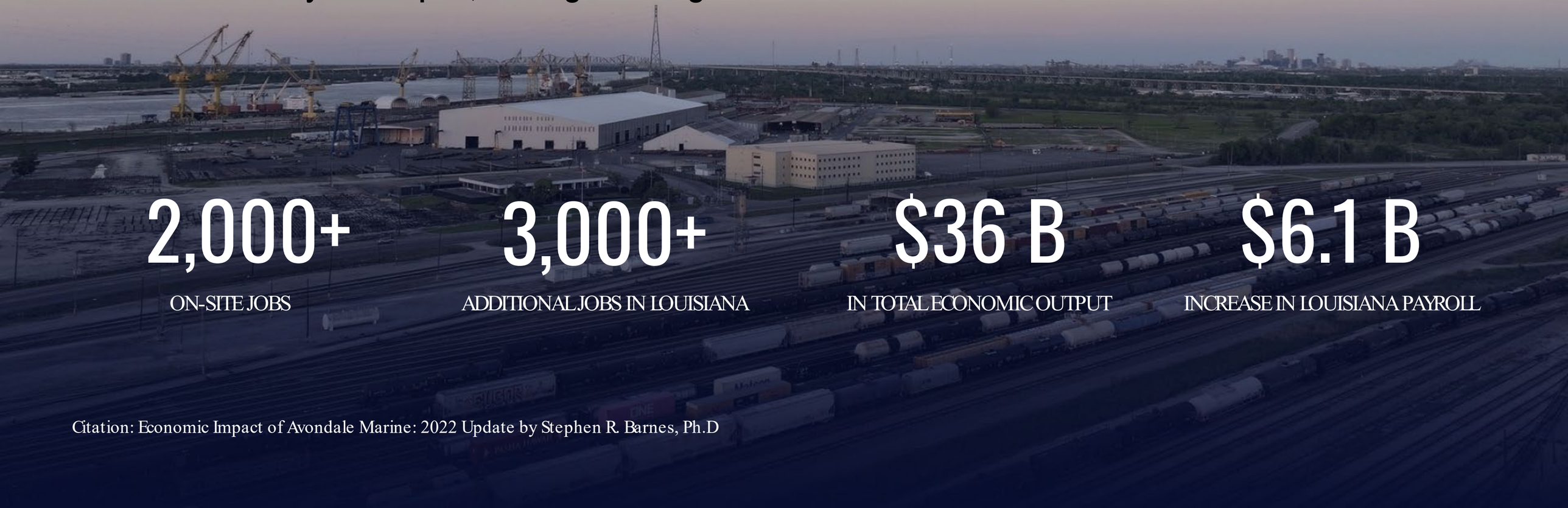
- Significant amount of mobile equipment purchased to accommodate growing volumes



WHERE OPPORTUNITY FLOWS

With unmatched multimodal access, the agility of a privately held, union operating model, and an unwavering commitment to customer service, Avondale Global Gateway is setting a new standard for Gulf Coast logistics. It is setting the gold standard for performance and partnership, and it will place the West Bank at the epicenter of global commerce once again.

With Avondale fully developed, the region can gain:



2,000+
ON-SITE JOBS

3,000+
ADDITIONAL JOBS IN LOUISIANA

$36 B
IN TOTAL ECONOMIC OUTPUT

$6.1 B
INCREASE IN LOUISIANA PAYROLL

Citation: Economic Impact of Avondale Marine: 2022 Update by Stephen R. Barnes, Ph.D

REINDUSTRIALIZE - MOVING LOUISIANA FORWARD, TOGETHER

NOPB

- 30% of rail cars through NOPB by 2030 (~5,000)
- Leverage direct Union Pacific access
- Capture growing tenant rail volumes
- Strengthen regional rail connectivity



Industrial Tenant Development

- Attract new manufacturers to the region
- Drive new cargo through the Mississippi
- Generate additional maritime and rail activity

Economic Growth

- Create new, high-quality jobs
- Expand the regional tax base
- Attract new private investment
- Support local businesses and suppliers
- Strengthen Louisiana’s industrial economy





Questions?







Exhibit D

Letter from Port of New Orleans to the STB (Nov. 16, 2026)

PORT NOLA
THE PORT OF NEW ORLEANS

312883

ENTERED
Office of Chief Counsel
November 16, 2026
Part of
Public Record

November 16, 2026

The Honorable Patrick J. Fuchs
Chairman
Surface Transportation Board
395 E Street SW
Washington, DC 20423

Re: Comments regarding the Proposed Union Pacific/ Norfolk Southern Merger, Docket Number: FD 36873

Dear Chairman Fuchs:

I write to you on behalf of the Board of Commissioners of the Port of New Orleans ("Port NOLA") in support of the Responsive Application of the New Orleans Public Belt Railroad for the Port of New Orleans ("NOPB"), *see* FD 36873 (Sub No. 31). When Union Pacific ("UP") and Norfolk Southern ("NS") announced their proposed merger and intention to file an application with the Surface Transportation Board, UP reached out to Port NOLA for a letter of support. Both UP and NS have long been valued transportation partners for Port NOLA, as their networks provide essential connections that serve port tenants and customers, and Port NOLA began preliminary discussions with UP and NS regarding the continuance of neutral access to Port NOLA's terminals, including both its existing facilities within the New Orleans Gateway and the future development of the Louisiana International Terminal ("LIT") – a transformative, green-field container terminal in Violet, Louisiana, to replace its existing container facility within New Orleans' city limits. Pursuant to those discussions, Port NOLA held the reasonable assumption that those partners would negotiate in good faith to continue to allow neutral access to Port NOLA's terminals, and on or about November 20, 2025, Port NOLA heeded UP and NS' request and issued a letter of support, a copy of which was attached to UP's application[1]. However, upon further reflection and a wholesome review of the application and concerns raised by various stakeholders, and very directly in light of UP and NS' now refusal to engage in negotiations whatsoever or to even discuss a commitment to gateway fluidity and reliability,[2] Port NOLA cannot support the merger unless and until certain conditions are met, namely those allowing NOPB certain operating rights in the New Orleans area.

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1 App. Vol. 3, Page 2318.

2 *See* Letter from Mark R. George, President & Chief Executive Officer, Norfolk Southern Corporation dated September 9, 2026, a copy of which is attached hereto as Exhibit A, ("NS will serve as the rail carrier for LIT, handling containers exclusively to/from intermodal terminals on the Norfolk Southern network").

More specifically, in order to support the merger, Port NOLA needs a clear and enforceable agreements specifically allowing for fair, reasonable and commercially viable access for its legislatively-affiliated entity, the NOPB,[3] to (1) provide neutral service to the Louisiana International Terminal and (2) operate over the "Back Belt" through the New Orleans Gateway. Port NOLA is hopeful that, despite failed attempts thus far, these concessions can be reached by the parties amicably and voluntarily. However, in the event such agreements cannot be timely reached, Port NOLA stands in full support of NOPB's Responsive Application.

A. BACKGROUND

Port NOLA is diverse deepwater port uniquely located on the Mississippi River near the Gulf of America. It is an independent political subdivision of the State of Louisiana charged with regulating the commerce and traffic of the port and harbor of New Orleans within its tri-parish jurisdiction (Jefferson, Orleans, and St. Bernard Parishes). It currently owns several maritime terminals throughout the New Orleans Gateway, including its Uptown container terminal and breakbulk facilities, which are served by the NOPB, a publicly owned railroad that serves as the neutral carrier for Port NOLA and interchanges with all six Class I railroads operating in the New Orleans Gateway.[4]

In addition to its current facilities, Port NOLA is building LIT, a modern, 400-acre, green-field container terminal, in St. Bernard Parish capable of handling up to two million twenty-foot equivalent units (TEU's) of containerized cargo annually. LIT is one of the most consequential infrastructure and economic development projects in Louisiana's history[5] and its success requires neutral, independent and competitive rail access. Needless to say, preserving NOPB's neutral access is essential not only to the success of LIT but also to Louisiana's broader economic interests. Indeed, Governor Landry recently notified UP that the "State of Louisiana cannot continue to support UP's merger application without a clear and enforceable commitment with fair, reasonable, and commercially viable access [for NOPB] to serve LIT and operate over the Back Belt and the West Bank." [6]

B. CONDITIONS NEEDED

---

[3] Port NOLA and the NOPB are independent but strategically aligned public entities with a shared responsibility for maintaining the competitiveness of the New Orleans freight gateway.

[4] The NOPB and its public predecessors have provided a neutral and independent means of moving traffic between Class I railroads and through the Port of New Orleans and the national rail network for over 100 years.

[5] Both the state and federal government have committed substantial resources to its development.

[6] *See* Letter from Governor Landry to Jim Vena, Chief Executive Officer, Union Pacific Railroad dated November 5, 2026, a copy of which is attached hereto as Exhibit B; *see also* Letter from Governor Landry to Mark R. George, President and Chief Executive Officer, Norfolk Southern Corporation dated November 5, 2026, a copy of which is attached hereto as Exhibit C.

PORT NOLA
THE PORT OF NEW ORLEANS

The approval of the UP-NS merger would allow a single commercially-interested railroad to control access to LIT and several of the most important routes, interchange points, and yard facilities in the New Orleans Gateway and throughout the nation. That concentration would threaten the current and future services at Port NOLA's facilities, reduce the practical service ability and capacity of other Class I railroads to compete for port traffic, and undermine the competitive benefits associated with the publicly-owned LIT. Accordingly, Port NOLA can only support the merger if the rights requested by NOPB[7] are granted, including non-exclusive trackage rights over NS's Back Belt and portions of NS's Chalmette Branch to allow NOPB to provide neutral and independent rail service to LIT, as it currently does to Port NOLA's Uptown terminals. These rights will preserve competitive access to Port NOLA facilities, expand and enhance competition in the New Orleans Gateway by leveraging the well-established, neutral existing terminal carrier, improve gateway connectively, and protect the state and federal investment being made in Port NOLA.

Respectfully submitted,

Beth A. Branch

Beth A. Branch
President and Chief Executive Officer

cc: Jim Vena, Union Pacific Railroad
Mark George, Norfork Southern Corporation
Tomeka Bryant, New Orleans Public Belt
All parties of record

[7] *See* NOPB's requested rights at FD 36873 (Sub No. 31).

EXHIBIT A

Norfolk Southern Corporation
650 W. Peachtree Street NW
Atlanta, GA 30308

Mark R. George
President & Chief Executive Officer

September 9, 2026

Ms. Beth Branch
President & Chief Executive Officer
Port of New Orleans
1350 Port of New Orleans Place
New Orleans, LA 70130

Dear Ms. Branch:

Thank you for writing to me regarding the Louisiana Intermodal Terminal (LIT) project that you are spearheading. The proposed terminal will be located on Norfolk Southern's Chalmette Branch, which connects to the NS network east of New Orleans.

I recognize the significant opportunity this project represents for both the Port of New Orleans (PONO) and the State of Louisiana. The LIT project is an important development for the region's freight transportation network, and Norfolk Southern remains fully engaged in the planning and design of the new facility.

As our team has previously communicated, Norfolk Southern remains committed to the following principles:

- NS will serve as the rail carrier for LIT, handling containers exclusively to/from intermodal terminals on the Norfolk Southern network.
- NS will operate one inbound and one outbound train daily.
- NS will work closely with New Orleans Public Belt (NOPB) Railroad, which is expected to provide switching services for LIT.
- NS will collaborate and partner with PONO, NOPB, and other public agencies to develop and fund infrastructure improvements that enhance grade crossing safety, improve community relations, and increase railroad capacity in the New Orleans area.

Norfolk Southern has maintained a consistent position since our initial discussions several years ago. These commitments reflect our continued support for the project and our willingness to work with your team as we evaluate the markets the terminal can most effectively serve.

As you noted, the proposed acquisition of Norfolk Southern by Union Pacific would significantly expand the markets accessible from the proposed LIT through single-line rail service. Following regulatory approval of the transaction, we would welcome discussions regarding potential updates to our joint plan to capitalize on those expanded market opportunities.

Norfolk Southern greatly values its partnership with the Port of New Orleans and the New Orleans Public Belt Railroad. Under your leadership, both organizations continue to thrive while providing essential service to the region, our customers, and the broader supply chain. We appreciate the strong relationship we share and look forward to continued success together.

Sincerely,



Mark R. George
President & Chief Executive Officer

cc: Michael McClellan, SVP & Chief Strategy Officer
Shawn Tureman, VP Intermodal & Automotive
David Lehlbach, AVP Strategic Planning
Conner Poe, AVP Government Relations

EXHIBIT B

State of Louisiana
OFFICE OF THE GOVERNOR
P.O. BOX 94004
BATON ROUGE
70804-9004

Jeff Landry
Governor

November 5, 2026

Mr. Jim Vena
Chief Executive Officer
Union Pacific Railroad
1400 Douglas Street, 19th Floor
Omaha, Nebraska 68179

Dear Mr. Vena:

The Louisiana International Terminal (LIT) is one of the most consequential infrastructure and economic development projects in Louisiana's history. The State has committed substantial resources to its development, and its success requires efficient, reliable, and competitive rail access.

The New Orleans Public Belt Railroad (NOPB), a publicly owned railroad, serves as the neutral rail carrier for the Port of New Orleans (Port NOLA) and interchanges with all six Class I railroads operating in the New Orleans Gateway. Preserving that neutral access is essential to the success of LIT and to Louisiana's broader economic interests.

I acknowledge Union Pacific's September 11, 2026, response recognizing LIT's importance and the need for early coordination among Union Pacific (UP), Port NOLA, and NOPB. I also recognize that UP and Norfolk Southern (NS) remain independent companies while the proposed merger is under regulatory review. Accordingly, the State is not asking UP to negotiate on behalf of NS.

As the acquiring railroad and a merger applicant, however, UP must ensure that the merger does not make LIT dependent on a single-line commercially interested carrier for access to critical port and rail infrastructure. The State is therefore seeking a commitment from UP that, following approval and consummation of the merger, the merged railroad will enter into an agreement with NOPB addressing the access necessary to preserve neutral rail service at LIT and throughout the New Orleans Gateway.

NOPB has filed with the Surface Transportation Board (Board Docket Filing ID 312274) to preserve its rights and protect the interests of the Port, the State, and rail users throughout the New Orleans Gateway. It seeks nonexclusive trackage, operating, and related access rights necessary for NOPB to continue its established role as a neutral carrier if the merger is approved.

Following consummation of the merger, the resulting railroad must enter into an enforceable agreement providing NOPB with commercially reasonable and nondiscriminatory trackage and operating rights over the Chalmette Branch Line necessary to provide neutral service to LIT. The agreement must also provide appropriate rights over the Back Belt, access to the relevant rail facilities on the West Bank, and the related yard, interchange, and operating access requested in NOPB's filing.

These rights would not transfer ownership or control of railroad infrastructure to NOPB. Rather, they would allow an established, publicly owned railroad to continue to provide neutral service, facilitate gateway movements, reduce dwell, and preserve competitive routing options for Louisiana businesses and Port customers.

This issue is fundamental to Louisiana's assessment of the proposed merger. For the foregoing reasons, the State of Louisiana cannot continue to support UP's merger application without a clear and enforceable commitment with fair, reasonable, and commercially viable access to serve LIT and operate over the Back Belt and the West Bank.

I strongly encourage UP to work directly and promptly with NOPB and Port NOLA to establish the framework for a post-merger agreement. Although the agreement would become effective following completion of the merger, reaching an understanding now would provide the certainty necessary for LIT's design, construction, commercial development, and future operations. It would also demonstrate that the proposed merger will preserve competition and strengthen, rather than constrain, the New Orleans Gateway.

My administration is ready to facilitate these discussions. Please designate senior UP representatives with the authority to work with NOPB, Port NOLA, and the State to develop a mutually acceptable framework without delay.

Louisiana values its relationship with UP and recognizes the railroad's importance to our economy. I anticipate a practical and timely resolution that respects the railroad's interests while protecting Louisiana's investment in LIT, preserving fair and neutral rail access, and securing the long-term competitiveness of the New Orleans Gateway. Securing UP's commitment to a post-merger agreement will allow the State of Louisiana to continue supporting the merger.

Sincerely,

Jeff Landry
Governor

EXHIBIT C

State of Louisiana
OFFICE OF THE GOVERNOR
P.O. BOX 94004
BATON ROUGE
70804-9004

Jeff Landry
Governor

November 5, 2026

Mr. Mark R. George
President and Chief Executive Officer
Norfolk Southern Corporation
650 West Peachtree Street NW
Atlanta, Georgia 30308

Dear Mr. George:

I am writing regarding Norfolk Southern's response to Beth Branch's letter from the Port of New Orleans' August 2026, request for trackage rights to support the Louisiana International Terminal (LIT), and the implications of that decision on Louisiana's interests in the proposed Union Pacific-Norfolk Southern merger.

While I appreciate Norfolk Southern's consideration of the request and its ongoing engagement with Port NOLA and the New Orleans Public Belt Railroad (NOPB), I am disappointed that Norfolk Southern has declined to provide the requested access. This matter is too important to Louisiana's economic future to remain unresolved, particularly as Norfolk Southern seeks regulatory approval of a transaction that will fundamentally reshape the nation's freight rail network.

For more than five years, Port NOLA has advanced LIT as a generational investment in Louisiana's transportation infrastructure and economic competitiveness. The success of that investment depends on efficient, reliable, and competitively neutral rail access.

As outlined in Port NOLA's August letter, LIT is located along Norfolk Southern's Chalmette Branch in St. Bernard Parish. Port NOLA and NOPB are working with Norfolk Southern's engineering team to advance the infrastructure necessary to serve the terminal. Port NOLA's request for overhead trackage rights was intended to preserve existing intermodal business and customer relationships as container operations transition downriver, while maintaining the 118-year neutral rail service model that has long distinguished the New Orleans Gateway.

Port NOLA's August 2026 request also proposed a Memorandum of Understanding among Port NOLA, NOPB, and Norfolk Southern, to establish a framework for negotiating the necessary trackage rights, operating agreements, and service arrangements concurrently with the merger review. That was a reasonable, commercially constructive proposal designed to provide certainty for the railroads, Port NOLA, its terminal partners, and the State.

Norfolk Southern's decision not to accommodate that request does not resolve the underlying issue but rather escalates the priority.

NOPB has filed with the Surface Transportation Board (Board Docket Filing ID 312274) to protect its rights and the broader interests of Port NOLA, the State, and rail customers who depend on the New Orleans Gateway. It seeks nonexclusive trackage, operating, and related access rights necessary to preserve NOPB's neutral-carrier function, including rights over the Chalmette Branch Line to serve LIT and appropriate operating rights over Norfolk Southern's Back Belt.

These requested rights would not transfer ownership or control of Norfolk Southern infrastructure to NOPB. Rather it would allow an established public railroad to continue to provide neutral service to LIT, facilitate connections with all six Class I railroads, support efficient gateway movements, reduce dwell and unnecessary interchanges, and preserve competitive transportation options for Louisiana businesses.

I recognize the potential national benefits of the proposed UPNS merger, including improved single line service, network connectivity, reliability, and access to new markets. Those benefits, however, cannot come at the expense of competition, customer choice, or access to critical infrastructure in Louisiana. The merger should strengthen the New Orleans Gateway, not create new limitations on its ability to compete.

My strong preference is for the parties to reach a negotiated agreement outside the Surface Transportation Board proceeding. Norfolk Southern, as the current owner and operator of the infrastructure at issue, has a direct responsibility to help achieve that resolution. I ask that you bring the appropriate senior representatives of Norfolk Southern together with NOPB, Port NOLA, and my administration to negotiate an agreement without delay.

I value Norfolk Southern's presence in Louisiana and our longstanding economic relationship. I remain confident that a commercially reasonable resolution is achievable.

Sincerely,

Jeff Landry
Governor

Exhibit E

Letter from Governor Landry to UP's Jim Vena

State of Louisiana
OFFICE OF THE GOVERNOR
P.O. BOX 94004
BATON ROUGE
70804-9004

Jeff Landry
Governor

November 5, 2026

Mr. Jim Vena
Chief Executive Officer
Union Pacific Railroad
1400 Douglas Street, 19th Floor
Omaha, Nebraska 68179

Dear Mr. Vena:

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The New Orleans Public Belt Railroad (NOPB), a publicly owned railroad, serves as the neutral rail carrier for the Port of New Orleans (Port NOLA) and interchanges with all six Class I railroads operating in the New Orleans Gateway. Preserving that neutral access is essential to the success of LIT and to Louisiana's broader economic interests.

I acknowledge Union Pacific's September 11, 2026, response recognizing LIT's importance and the need for early coordination among Union Pacific (UP), Port NOLA, and NOPB. I also recognize that UP and Norfolk Southern (NS) remain independent companies while the proposed merger is under regulatory review. Accordingly, the State is not asking UP to negotiate on behalf of NS.

As the acquiring railroad and a merger applicant, however, UP must ensure that the merger does not make LIT dependent on a single-line commercially interested carrier for access to critical port and rail infrastructure. The State is therefore seeking a commitment from UP that, following approval and consummation of the merger, the merged railroad will enter into an agreement with NOPB addressing the access necessary to preserve neutral rail service at LIT and throughout the New Orleans Gateway.

NOPB has filed with the Surface Transportation Board (Board Docket Filing ID 312274) to preserve its rights and protect the interests of the Port, the State, and rail users throughout the New Orleans Gateway. It seeks nonexclusive trackage, operating, and related access rights necessary for NOPB to continue its established role as a neutral carrier if the merger is approved.

Following consummation of the merger, the resulting railroad must enter into an enforceable agreement providing NOPB with commercially reasonable and nondiscriminatory trackage and operating rights over the Chalmette Branch Line necessary to provide neutral service to LIT. The agreement must also provide appropriate rights over the Back Belt, access to the relevant rail facilities on the West Bank, and the related yard, interchange, and operating access requested in NOPB's filing.

These rights would not transfer ownership or control of railroad infrastructure to NOPB. Rather, they would allow an established, publicly owned railroad to continue to provide neutral service, facilitate gateway movements, reduce dwell, and preserve competitive routing options for Louisiana businesses and Port customers.

This issue is fundamental to Louisiana's assessment of the proposed merger. For the foregoing reasons, the State of Louisiana cannot continue to support UP's merger application without a clear and enforceable commitment with fair, reasonable, and commercially viable access to serve LIT and operate over the Back Belt and the West Bank.

I strongly encourage UP to work directly and promptly with NOPB and Port NOLA to establish the framework for a post-merger agreement. Although the agreement would become effective following completion of the merger, reaching an understanding now would provide the certainty necessary for LIT's design, construction, commercial development, and future operations. It would also demonstrate that the proposed merger will preserve competition and strengthen, rather than constrain, the New Orleans Gateway.

My administration is ready to facilitate these discussions. Please designate senior UP representatives with the authority to work with NOPB, Port NOLA, and the State to develop a mutually acceptable framework without delay.

Louisiana values its relationship with UP and recognizes the railroad's importance to our economy. I anticipate a practical and timely resolution that respects the railroad's interests while protecting Louisiana's investment in LIT, preserving fair and neutral rail access, and securing the long-term competitiveness of the New Orleans Gateway. Securing UP's commitment to a post-merger agreement will allow the State of Louisiana to continue supporting the merger.

Sincerely,

Jeff Landry
Governor

Exhibit F

Letter from Governor Landry to NS's Mark George

State of Louisiana
OFFICE OF THE GOVERNOR
P.O. BOX 94004
BATON ROUGE
70804-9004

Jeff Landry
Governor

November 5, 2026

Mr. Mark R. George
President and Chief Executive Officer
Norfolk Southern Corporation
650 West Peachtree Street NW
Atlanta, Georgia 30308

Dear Mr. George:

I am writing regarding Norfolk Southern's response to Beth Branch's letter from the Port of New Orleans' August 2026, request for trackage rights to support the Louisiana International Terminal (LIT), and the implications of that decision on Louisiana's interests in the proposed Union Pacific-Norfolk Southern merger.

While I appreciate Norfolk Southern's consideration of the request and its ongoing engagement with Port NOLA and the New Orleans Public Belt Railroad (NOPB), I am disappointed that Norfolk Southern has declined to provide the requested access. This matter is too important to Louisiana's economic future to remain unresolved, particularly as Norfolk Southern seeks regulatory approval of a transaction that will fundamentally reshape the nation's freight rail network.

For more than five years, Port NOLA has advanced LIT as a generational investment in Louisiana's transportation infrastructure and economic competitiveness. The success of that investment depends on efficient, reliable, and competitively neutral rail access.

As outlined in Port NOLA's August letter, LIT is located along Norfolk Southern's Chalmette Branch in St. Bernard Parish. Port NOLA and NOPB are working with Norfolk Southern's engineering team to advance the infrastructure necessary to serve the terminal. Port NOLA's request for overhead trackage rights was intended to preserve existing intermodal business and customer relationships as container operations transition downriver, while maintaining the 118-year neutral rail service model that has long distinguished the New Orleans Gateway.

Port NOLA's August 2026 request also proposed a Memorandum of Understanding among Port NOLA, NOPB, and Norfolk Southern, to establish a framework for negotiating the necessary trackage rights, operating agreements, and service arrangements concurrently with the merger review. That was a reasonable, commercially constructive proposal designed to provide certainty for the railroads, Port NOLA, its terminal partners, and the State.

Norfolk Southern's decision not to accommodate that request does not resolve the underlying issue but rather escalates the priority.

NOPB has filed with the Surface Transportation Board (Board Docket Filing ID 312274) to protect its rights and the broader interests of Port NOLA, the State, and rail customers who depend on the New Orleans Gateway. It seeks nonexclusive trackage, operating, and related access rights necessary to preserve NOPB's neutral-carrier function, including rights over the Chalmette Branch Line to serve LIT and appropriate operating rights over Norfolk Southern's Back Belt.

These requested rights would not transfer ownership or control of Norfolk Southern infrastructure to NOPB. Rather it would allow an established public railroad to continue to provide neutral service to LIT, facilitate connections with all six Class I railroads, support efficient gateway movements, reduce dwell and unnecessary interchanges, and preserve competitive transportation options for Louisiana businesses.

I recognize the potential national benefits of the proposed UPNS merger, including improved single line service, network connectivity, reliability, and access to new markets. Those benefits, however, cannot come at the expense of competition, customer choice, or access to critical infrastructure in Louisiana. The merger should strengthen the New Orleans Gateway, not create new limitations on its ability to compete.

My strong preference is for the parties to reach a negotiated agreement outside the Surface Transportation Board proceeding. Norfolk Southern, as the current owner and operator of the infrastructure at issue, has a direct responsibility to help achieve that resolution. I ask that you bring the appropriate senior representatives of Norfolk Southern together with NOPB, Port NOLA, and my administration to negotiate an agreement without delay.

I value Norfolk Southern's presence in Louisiana and our longstanding economic relationship. I remain confident that a commercially reasonable resolution is achievable.

Sincerely,

Jeff Landry
Governor