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PUBLIC VERSION

BEFORE THE
SURFACE TRANSPORTATION BOARD

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

Docket No. FD 36873

OPENING COMMENTS AND REQUEST FOR CONDITIONS OF IOWA INTERSTATE RAILROAD, LLC

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HIGHLY CONFIDENTIAL

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Pursuant to 49 U.S.C. § 11325 and 49 C.F.R. Parts 1180.2 and 1180.4(d), and in accordance with the Board's decision served August 18, 2026, in the captioned proceeding, Iowa Interstate Railroad, LLC ("IAIS"), a party of record, submits these Opening Comments and Request for Conditions addressing the proposed merger of Union Pacific Corporation and Union Pacific Railroad Company ("UP") and Norfolk Southern Corporation and Norfolk Southern Railway Company ("NS") (collectively "Applicants"), as described in the Amended Application filed in this docket on April 29, 2026 ("*Application*"), and supplemented on July 27, 2026, in response to the Board's Decision No. 21 in this proceeding ("*Supplement*"). IAIS's Comments are supported by the accompanying Verified Statement of its Executive Vice President, Carrie Evans.

As described herein, based upon the facts of record, the governing statute, the applicable 2001 *Merger Guidelines,*[1] and Board and former Interstate Commerce Commission precedent, good cause exists to deny the *Application* in its entirety. Should

[1] *Major Rail Consolidation Procedures,* 5 S.T.B. 539 (2001); 49 C.F.R. Part 1180.1.

the Board determine that the proposed merger can be approved consistent with the public interest, it must subject that approval to the imposition of the conditions described herein to enhance competition and ameliorate the otherwise adverse impacts of the merger on Class II carriers generally and IAIS.[2]

INTRODUCTION AND SUMMARY

IAIS is a Class II railroad that originally was organized in 1984 to assume and conduct operations over former Rock Island Railroad lines between Council Bluffs, Iowa and Chicago, Illinois. As a result of several intervening transactions, including Class I consolidations and changes in its customer mix, IAIS currently operates approximately 580 miles of main and branch lines. Most of the lines are IAIS-owned, though IAIS also operates over some segments pursuant to trackage rights arrangements with other railroads. In addition to Council Bluffs and Chicago, IAIS maintains interchange connections with other railroads at Des Moines, Iowa City, Davenport, and Cedar Rapids, Iowa, and at Rock Island, Silvis, Peoria and Utica, Illinois. Through a number of interchange points, IAIS has connections with and handles freight shipments in conjunction with all Class I railroads as well as short lines and other regional carriers. IAIS's interchange connections include Canadian Pacific Kansas City ("CPKC"), Canadian National Railway ("CN"), BNSF Railway ("BNSF") and UP at Council Bluffs; UP, NS and BNSF at Des Moines; the Class III Cedar Rapids & Iowa City Railway at

[2] Because those conditions potentially include the prescription of trackage rights, IAIS is filing a Responsive Application coincident with this submission. *See* 49 C.F.R. Part 1180.3(h).

Iowa City; CN at Cedar Rapids; BNSF at Rock Island/Silvis; CPKC at Davenport, Iowa; multiple Class I, II and III railroads at Peoria; and CSXT, NS, CN, BNSF, UP, CPKC and the Indiana Harbor Belt Railroad and Chicago Rail Link through the Chicago area. *See* V.S. Evans at 2-4.

IAIS's transportation commodity mix is diverse and includes unit trains and carloads of denatured ethanol as well as carload shipments of grain, chemicals, fertilizer, lumber, pulpwood, metals and aggregates. IAIS also handles intermodal shipments and owns and operates intermodal facilities or "ramps" at Council Bluffs and Blue Island that service Class I carriers such as UP and BNSF as well as local shipments. Depending on the commodity and the routing, IAIS can serve as an originating and/or terminating railroad and an intermediate or "bridge" carrier. In 2025 (the most recent year for which complete records are available), IAIS handled a total of {{[redacted]}} freight carloads and intermodal units. *Id.* at 5. IAIS and its customers have a direct interest in this proceeding, both in terms of the proposed merger's impact and the central policy mandate that the merger must enhance rail-to-rail competition.

Applicants' principal argument for the merger's consistency with the public interest focuses on the supposed benefits of projected diversions of freight traffic from motor carriers and other railroads in favor of a merged UP-NS. However, the analysis that is central to this claim was shown in discovery to be rife with errors and unreliable, and the confidence with which Applicants assert their claim is undermined by the fact that the very same types of projected diversions were advanced in support of the CPKC

merger in 2022, and since have been shown to be unsupported in reality.[3] Perhaps in recognition of the precarious state of their traffic diversion projections, Applicants alternatively argue that even if no diversions materialize the merger still could be justified by the cost savings resulting from the conversion of interline movements to single-line service. That assertion, however, proves too much; if true it would mean that *any* transcontinental rail merger would pass the approval test. The public interest clearly demands more.

A prominent feature of the applicable *Merger Guidelines* is the requirement that a post-2001 Class I merger proposal (other than one involving the Kansas City Southern Railway) must demonstrate that the transaction will affirmatively enhance competition, not simply avoid materially reducing it. *See* 5 S.T.B. at 547, 550, 554. Moreover, the *Merger Guidelines'* emphasis is on enhanced rail-to-rail competition, and they call for giving "greater emphasis to the role of Class II and III carriers…". *Id.* at 552. While arguing – incorrectly – that the Board lacks the statutory authority to enforce such a requirement, Applicants proffer their Committed Gateway Pricing ("CGP") proposal as complying with the Board's directive. However, as is clear from the parameters of Applicants' proposal and was confirmed during the discovery phase of this proceeding, the scope of CGP is unreasonably narrow and Class II and III carriers (as well as Class I

[3] *Compare Canadian Pac. Ry. Ltd., Et Al. – Control – Kansas City Southern, Et Al.,* Finance Docket No. 36500 (STB served March 15, 2023) ("*CPKC*") at 21 (applicants projected diverting 64,000 truckloads per year to rail) and *Canadian Pac. Ry. Ltd., Et Al. – Control – Kansas City Southern, Et Al. (General Oversight),* Finance Docket No. 36500 (Sub-No. 6), CPKC's July 25, 2025 Traffic Diversion Submission, at 6 (5,031 total truckloads diverted during a study year).

carriers other than BNSF and CSXT) were excluded from participation. Under the *Merger Guidelines* and 49 C.F.R. Part 1180.1(d), the lack of any meaningful elements promoting the competitive interests of regional railroads precludes a finding that CGP as proposed is consistent with the public interest.

Applicants make a reasonable case for how the proposed merger will enhance *their* revenues. However, they present a wholly inadequate case for how the merger will enhance rail-to-rail competition and expand the range of intramodal options available to shippers. Further, the interests of Class II carriers such as IAIS and Class III railroads essentially are ignored. As other parties are expected to demonstrate in detail, the Board would be justified in denying approval of the *Application* in its entirety.

However, if the Board determines that a UP-NS merger could find support in the governing statute and the *Merger Guidelines*, it must impose a number of conditions on its approval to actually enhance rail-to-rail competition and "give greater emphasis" to the interests of Class II railroads such as IAIS. As described in more detail *infra*, these conditions include preserving existing gateways on terms that are clear and enforceable; expanding the scope of CGP and modifying its pricing standards; preserving and expanding existing reciprocal switching and haulage arrangements; and granting a series of trackage or haulage rights to enhance IAIS's competitive capabilities and preserve or expand rail transportation options for affected shippers.

THE CRITICAL ROLE OF REGIONAL RAILROADS

Regional railroads often are positioned at the seams of the North American rail transportation network with the ability to interchange traffic to, from, and between all Class I carriers. Regional railroads offer neutral interchange access both to Eastern and Western Class I systems, as well as to carriers whose networks may tend to run North-South. IAIS is a clear example of the important role of Class II carriers – it connects with all Class I railroads at various points throughout its network and both provides and facilitates line haul service throughout the "watershed" region.

Regional railroads maintain a local focus on shippers' needs and preferences, providing origination and destination service that supports Class I long-hauls. Moreover, a regional railroad's connections with multiple Class I systems can offer customers competitive transportation options, serving as effective competitive counterweights to ever-larger Class I railroads and helping to ensure shipper routing flexibility when their markets shift. The promotion of local economic development and job creation is a natural result of this flexibility. Regional railroads also provide resilience for the national rail network to respond to major floods, storms or other natural disasters.

The *Merger Guidelines* applicable to this proceeding recognize these features and the competitive benefits that they offer shippers and include a mandate to "give greater emphasis to the role of Class II and III carriers and ports in the broader transportation infrastructure" when considering whether a proposed Class I railroad merger would serve the public interest. 5 S.T.B. at 552. As the Board further explained:

> As USDA notes, these smaller carriers *are critical to the grain gathering process*. Indeed, they are important in the overall funneling of freight to and from the Class I carriers. Because of the vital role of Class II and Class III railroads and ports in creating and maintaining a strong national rail transportation system, their interests are a key component of merger review.

Id. at 565 (emphasis supplied). It is plain from these references that the interests of regional railroads such as IAIS and the shippers they serve must be considered both by merger applicants in the design of proposed combinations and by the Board in evaluating the merits of a case for a merger as presented and determining conditions to be imposed on any prospective approval.

While Applicants profess to respect and consider the interests of regional railroads, their proposal lacks any details regarding how those interests will be protected, much less advanced. The voluntary concessions or "enhancements" that they offer – such as CGP – focus solely on Class I carriers and ignore or even exclude Class II railroads such as IAIS. Likewise, the analysis by Applicants' principal witness on the issue of the impact of projected post-merger rail-to-rail traffic diversions on other railroads is limited to the impact on the pre-merger traffic shares of two (2) Class I carriers (BNSF and CSXT). The witness acknowledged that he had not even calculated the impact on IAIS. This failure is in spite of the fact that accommodations made to a Class II railroad such as IAIS often are more effective than those made to another Class I carrier in terms of protecting shippers' interests by preserving or enhancing the optionality that a Class II railroad provides through its neutral connections.

EXPECTED IMPACT OF THE PROPOSED MERGER ON IAIS

In both his Verified Statement included in the *Application* and at his deposition, Applicants' witness John Turner testified that {{ }} The reality for IAIS, however, is quite to the contrary. As described by Applicants and their witnesses, the merger, as proposed, threatens IAIS's current operations and further handicaps its ability to expand its customer range, which negatively impacts the affected shippers by restricting their intramodal options.

As discussed further *infra*, a central allegation of the *Application* is that a merged UP-NS would generate public benefits through the diversion of millions of freight carloads and intermodal units from motor carriers and other railroads to the new merged entity. According to Applicants' principal sponsoring witness on the issue of traffic diversions, David Hunt, nearly {{ }} annual carloads and intermodal units would be diverted from other railroads – principally CSXT and BNSF.[5] He characterized the measure of these projected diversions as affecting {{ }} respectively, of CSXT and BNSF's 2023 traffic

[4] *See Application,* {{ }}Deposition transcript excerpts that are cited in these Comments are included in Counsel's Exhibit 2.

[5] *Application,* {{ }}

[6] *Supplement,* {{ }}

volumes.[7] As he acknowledged during his deposition, however, {{ }} For IAIS, the threatened diversions from its current and potential new freight traffic represent a significant share of its customer base and more broadly impact Midwest shippers' competitive transportation options.

Applicants' witness Hunt's workpapers show minimum diversions of approximately {{ }} annual carloads and units from routes where IAIS serves or can serve as the origin or destination railroad,[9] but in his deposition Mr. Hunt acknowledged that {{ }}[10] The accompanying Verified Statement of Carrie Evans, IAIS's Executive Vice President and Chief Commercial Officer, explains that the merger also threatens to divert traffic from routes where IAIS serves as an intermediate partner to Class I carriers. Ms. Evans' review of IAIS records confirms that when these movements are included in the analysis the total estimated diversions from IAIS are {{ }} annual carloads and units, representing approximately {{ }} of IAIS's average annual traffic volumes and a similar

[7] *Application,* {{ }}
[8] Hunt Dep. Tr. {{ }}
[9] *See* Hunt {{ }}
[10] Hunt Dep. Tr. {{ }}

percentage of its annual revenues.[11] Such losses would undermine IAIS's ability to continue to invest in its rail system, to the detriment of shippers that rely on its service.

In addition to the prospect of IAIS experiencing significant adverse impacts on its traffic volumes as a result of diversions made possible by the increased market power of a UP-NS combination, the merger will exacerbate existing restrictions imposed by UP and NS on IAIS's customer access and opportunities to compete for new or expanded shipper business. For example, UP's current reciprocal switching tariff applicable to traffic moving to/from/through both Chicago and Des Moines is subject to unilateral cancellation by UP and already imposes restrictions on IAIS's reciprocal switching access, limiting it to points served by IAIS but not by UP.[12] The current NS reciprocal switching tariff that opens multiple locations to IAIS likewise is subject to unilateral control or cancellation by NS.[13] Absent some changes in these tariff terms, UP's and NS's dominance over IAIS's switching access and future traffic prospects would be enhanced by the elimination of competition between the two Class I carriers, whose current routes overlap with each other geographically in Iowa more than {{[redacted]}} and the risk of cancellation or further restrictions will be significant. Similarly, IAIS depends on UP haulage to compete for Cargill agricultural products shipments to and from Blair, NE via Council Bluffs. While there apparently is a contract between UP and Cargill

[11] V.S. Evans at 8 and Exhibit 4.

[12] *See Id.,* Exhibit 2.

[13] *See Id.,* Exhibit 1.

[14] *See, e.g., Application*, {{[redacted]}}

arising from a condition imposed on the 1995 UP-Chicago & North Western Railroad merger that covers this transportation link, UP refused to produce a copy to IAIS counsel despite a valid discovery request. With expanded market power as a consequence of a merger with NS, a carrier with considerable geographic route overlap within the State of Iowa,[15] IAIS's already tenuous access to an important shipper – and that shipper's access to competitive rail service – easily could be weakened even further.

IAIS has maintained, operated and continually upgraded an intermodal ramp facility at Council Bluffs for more than ten (10) years. Based on actual use data, the ramp currently has an annual capacity of more than 80,000 "lifts" and though currently fully utilized there is room for expansion. Indeed, not long before these Comments were submitted, IAIS purchased an additional 2+ acres of real property adjacent to the existing ramp to further expand its capacity. [16] While some local traffic moves through the facility and it has been used by BNSF, for many years UP has been the most significant user with more than {{ }} of annual lifts. To support UP's intermodal business alone, IAIS has maintained and upgraded the ramp, investing over $14.75 million since 2006.[17] If UP's traffic is lost, annual utilization of IAIS's Council Bluffs ramp very likely would fall by more than {{

[15] *See Application,* {{ }}

[16] *See* V.S. Evans at 10.

[17] *Id.*

[redacted]}} and effectively would strand IAIS's investment in the facility and threaten to cause *more* containers to shift to motor carriage. *See* V.S. Evans at 11.

Notwithstanding the foregoing and Applicants' assurances that a UP-NS merger will not change any operational relationships with Class II carriers,[19] Applicants' witness Turner testified in the *Application* that post-merger UP anticipated the intermodal lifts at Council Bluffs would increase to 136,000 per year and allegedly exceed the capacity of the IAIS facility.[20] Rather than work with IAIS to expand the existing ramp, Applicants plan to spend approximately $74 million to construct a new intermodal ramp in the same area. Somehow, Mr. Turner reiterated Applicants' claim {{[redacted]}} but then confirmed plans to construct a new ramp at Council Bluffs, leaving IAIS with only its own intermodal business and irregular lifts for BNSF to handle through its facility. IAIS understands that the Board's *Merger Guidelines* and historical merger conditions precedents generally do not include prohibiting railroads from making voluntary new investments. IAIS submits, however, that Applicants' apparent disinterest in the consequences for IAIS of their plan to construct a new ramp at Council Bluffs based only

[18] {{[redacted]}}

[19] *See, e.g., Application,* V.S. Turner (Apr. 29, 2026), Vol. 2 at 876.

[20] *See Id.* at 918-19 and Turner WPs UP-Manifest-Intermodal-Automotive Terminal-Volume-Capacity Summary.xlsx and UP-Manifest-Intermodal-Automotive Terminal Capacity Inputs & Calculations.xlsx, Tab "Intermodal Terminal Inputs" Row 7.

[21] {{[redacted]}}

on a speculative expectation of significantly increased traffic[22] is emblematic of their disregard for the *Merger Guidelines'* mandate to respect and protect the interests of Class II railroads.[23]

Despite the Board's acknowledgement in *Merger Guidelines* of the importance of Class II railroads to the national rail transportation system and its admonition to future Class I merger proponents that the interests of regional railroads must be respected and protected[24], Applicants' merger plans not only leave IAIS and regional shippers exposed to significant adverse competitive impacts, but fail to include elements or conditions to ameliorate those impacts.

THE RECORD SUPPORTS DENIAL OF THE APPLICATION

The governing statute provides that the basic test of whether a proposed Class I railroad merger should be approved depends on a showing that it is "consistent with the public interest." 49 U.S.C. § 11324(c). In making this determination, the Board is called to balance the alleged benefits of the proposed combination against harm (direct or indirect) to competition, essential services, labor, or the environment that cannot be mitigated by conditions. *See* 49 C.F.R. Part 1180.1; *Canadian National Ry. – Control – Ill. Central Corp.,* 4 S.T.B. 122, 139 (1999) ("*CN-IC*"). The Board possesses wide

[22] *See* note 3, *supra.*

[23] {{[redacted]}}

[24] *See, e.g.,* 49 C.F.R. Part 1180.1(c)(ii).

authority to craft conditions that will ameliorate the anti-competitive impact of a transaction and otherwise serve the public interest. 49 U.S.C. § 11324(c).[25]

Interpreting and applying the agency's broad statutory authority, the Board's applicable *Merger Guidelines* place a central emphasis on the enhancement of competition as an essential element of the statutory balancing test. *Merger Guidelines,* 5 S.T.B. at 547, 550. Of particular importance is both the concept that plans to enhance competition cannot be limited to remedying specific harm threatened by a merger[26] and the requirement that competitive enhancements be directed at rail-to-rail competition and protect the essential roles of Class II and Class III railroads.[27] For their part, Applicants seek to cast the enhanced competition requirement as *solely* directed at geographic competition impacts and transitional service problems,[28] but the regulation in question (*see* 49 C.F.R. Part 1180.1(d)) also clearly provides that in exercising its conditioning authority the Board "seeks to enhance competition in ways that strengthen and sustain the rail network as a whole (including that portion of the network operated by Class II and III carriers)."

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[25] Applicants do not dispute the scope of the Board's conditioning authority. *See Supplement* at 150.

[26] *Merger Guidelines,* 5 S.T.B. at 554.

[27] *Id.,* at 550-552.

[28] *Supplement* at 13-14, 25. Applicants also attempt a few linguistic somersaults to arrive at the conclusion that "applicants can demonstrate that their transaction enhances competition even without special competitive-enhancing conditions" (*id.* at 26), but the plain language of the *Merger Guidelines* contradicts this. *See* 49 C.F.R. Part 1180.1(d) ("applicants should *propose conditions* that would not simply preserve but also enhance competition.") (emphasis supplied).

In their *Supplement*, Applicants also suggest that imposing conditions to enhance competition "would go beyond the Board's statutory mandate to approve and authorize a transaction that is consistent with the public interest." *Supplement* at 27. But Applicants' attempted logic misses the mark. The *Merger Guidelines* make clear that conditions to enhance competition – whether offered by applicants or imposed by the Board – are an *essential element* of a finding that a proposed transaction is in the public interest. Moreover, it is worth noting that the concept of "affirmative" competitive enhancement is not novel. For example, in the Board's proceedings to consider the acquisition and division of the former Conrail system the agency imposed a condition requiring CSXT to grant trackage rights to another railroad to establish competitive rail service east of the Hudson River where none had existed for decades. *See CSX Corp., Et Al. – Control – Conrail Inc., Et Al.,* 3 S.T.B. 196, 283, 377 (1998) ("*Conrail*").

IAIS anticipates that other parties to this proceeding will present detailed evidence and argument in favor of denial of the *Application* in its entirety.[29] IAIS here will only address two major flaws in Applicants' case that would warrant Board rejection of their request for merger approval.

First, while Applicants are less than completely clear on their principal claim as to the reason why the proposed merger benefits the public interest, in their July 2026 evidentiary filing they proffered traffic diversions from motor carriers and other railroads as two of the three projected public benefits they expect will flow from the merger. *See*

[29] *See, e.g.,* BNSF Railway Company's Description of Responsive Application (BNSF-53), filed Sept. 9, 2026 at 2-7.

Supplement at 75. Applicants' diversion analysis was presented by their witness David Hunt, who used a model for projecting diversions that {{[redacted]}} Indeed, Mr. Hunt also acknowledged {{[redacted]}}

During his deposition, Mr. Hunt admitted to making numerous errors in his analyses since the original Application was filed in this proceeding in December 2025, necessitating {{[redacted]}}[32] {{[redacted]}}

[30] {{[redacted]}} Applicants claim that Mr. Hunt's methodology had been accepted in prior rail merger proceedings (*Supplement* at 112), but no authority is cited.

[31] {{[redacted]}}

[32] *See, e.g.*, {{[redacted]}}

[redacted] }

Perhaps most telling from the standpoint of the credibility of Applicants' diversion analysis sponsor, even after correcting for numerous errors and substituting a new traffic data base between the original Application in December 2025 and the last *errata* submitted in September 2026, {{[redacted]}}

IAIS respectfully submits that the Board cannot approve a transaction that by Applicants' own admission will be an unprecedented realignment of the surface transportation network in the United States when the principal empirical justification for the proposed merger has been shown to be riddled with errors and unreliable.

Second, perhaps cognizant of the weakness of their case for millions of carload and intermodal unit diversions from trucks and other railroads, Applicants argue that there are alleged public benefits resulting from the conversion of UP-NS interline movements to single-line service that would justify the merger even if not a single

[33] It is little wonder that { [redacted] }

carload of traffic was diverted to the merged system. *See, e.g., Supplement* at 67, 113.[34] The obvious flaw in this argument is that it implies that *any* future Class I merger that can be characterized as "end-to-end" and thereby lead to a conversion of interline shipments to allegedly lower cost single-line movements should pass muster under 49 U.S.C. § 11321, *et. seq*. While Applicants deny that they are endorsing any future transcontinental rail mergers, the "conditions" that they say should apply (an end-to-end merger subject to standard protective conditions and a requirement of careful integration planning) are facile and would be applicable to any future transaction that is likely to come before the Board. *See Supplement* at 143.

Applicants' case on the merits of the proposed merger suffers from major and disqualifying flaws which other parties to this proceeding are addressing in detail. For its part, IAIS submits that the unreliability of the diversion analysis that is central to Applicants' theory of public benefits and competitive enhancement coupled with the facial defect in their fallback argument that operating cost savings alone can justify a complete reordering of the U.S. rail system provide the Board with a sound basis to reject the *Application*.

[34] Paradoxically, elsewhere in the *Supplement* Applicants claim that anticipated NS losses of a major intermodal shipper's business would be offset by diversions from other carriers. *Supplement* at 73.

ANY APPROVAL OF THE MERGER MUST BE SUBJECT TO CONDITIONS TO ENHANCE COMPETITION AND OFFSET HARM TO IAIS

As noted *supra*, the Board's authority to condition approval of a merger or other major railroad realignment transaction is broad, and where – as here – both carrier parties to a transaction are financially sound, the Board can and will use its conditioning authority to preserve and/or enhance competition. *See* 49 U.S.C. § 11324(c); 49 C.F.R. Part 1180.1(c); *CPKC* at 20. In that regard, the Board will consider whether shifts in traffic patterns resulting from a merger could undermine the ability of "various network links" – including specifically Class II railroads – to provide essential, competitive services, and look to enhance competition in ways that strengthen the portion of the network operated by Class II carriers such as IAIS. *See* 49 C.F.R. Parts 1180.1(c)(ii) and 1180.1(d). In the *Merger Guidelines,* the Board referred specifically to reciprocal switching, trackage rights, and "other accommodations" as legitimate tools of competitive enhancement. 5 S.T.B. at 547, 554. Among other accommodations, the Board has deployed haulage arrangements as affirmative, pro-competitive remedies in previous major merger proceedings. *See, e.g., Conrail,* 3 S.T.B. at 388-89; *Union Pac. Corp. – Control and Merger – S. Pac. Rail Corp.,* 1 S.T.B. 232, 252 (1996) ("*UPSP*"). If the Board ultimately determines that a UP-NS merger can be approved consistent with the public interest – despite what the record in this case shows – IAIS submits that there are conditions that must be imposed on such an approval in order to accomplish public interest consistency by serving the *Merger Guidelines'* goal of enhancing competition in the regions where IAIS operates and could take advantage of marketing opportunities,

and offer IAIS avenues to offset the harm that an unconditioned merger is likely to cause. IAIS's proposed conditions are within the Board's authority and would further the imperatives of applicable law.

1. An Enforceable Open Gateways Commitment

In the *Application,* Applicants voluntarily agreed to keep all current gateways open under the same conditions that the Board approved and imposed in *CPKC.*[35] This commitment also includes the associated reporting requirements. IAIS agrees with the Board's observation in *CPKC* that an open gateway commitment is important "to mitigate a merger's vertical impacts." *CPKC* at 65. Nevertheless, and despite Applicants' stated willingness to accept the condition, the Board should not simply rely on representations and instead should affirmatively prescribe enforceable terms consistent with past proceedings. Specifically:

> i. Applicants should be required to keep all current gateways open on commercially reasonable terms subject to Board oversight.
>
> ii. Applicants must provide a shipper, on request, with written justification for any rate increase that exceeds inflation for interline movements through covered gateways.
>
> iii. The open gateways condition applies to traffic interchanges through any gateway where the merger creates a new single line or extended haul and includes traffic interchanged by or with Class I, II or III railroads.

[35] *See, e.g., Application,* Vol. 1 at 91. It is noteworthy that in the *CPKC* proceeding UP took the position that an open gateways commitment like what Applicants have proposed in this case was insufficient to protect competition through gateways. *See* Finance Docket No. 36500, Union Pacific Railroad Company's Comments and Request for Conditions, filed Feb. 28, 2022, V.S. Rocker/Turner at 68.

iv. A five-year "look back" will apply to define the scope of traffic subject to the commitment; *i.e.,* traffic that UP or NS interchanged with other carriers through the subject gateway(s).

v. The open gateways commitment will apply to new traffic as well as traffic interchanged in the past, and Applicants must preserve pre-merger interline routing options for traffic moving in origin-destination corridors that have been used by any shipper within the five-year period.

vi. Applicants' obligation to keep gateways open on commercially reasonable terms will apply both financially and operationally, and Applicants will not have the discretion to determine whether traffic should or should not qualify. So long as the relevant interline option has been utilized in the previous five years the traffic will qualify.

vii. Applicants cannot make it impossible for a shipper to construct viable interline options by refusing to quote reasonable rates.

viii. The open gateways condition will apply in perpetuity.

ix. Applicants will quote Rule 11 rates on interline movements through a qualified gateway upon request.

x. Applicants cannot refuse to quote a rate based on a claim of no market dominance.

See CPKC at 68-72.

Applicants' willingness to accept a comprehensive condition to keep gateways open on reasonable terms is a welcome concession, but as the Board noted in *CPKC,* modifications and enforcement parameters to ensure that the condition is effective and pro-competitive are needed. *Id.* at 71. Especially in light of the nationwide implications of the merger at issue in this case, such measures are essential and should be adopted in any approval decision.

2. Expanded Committed Gateway Pricing

A key element of Applicants' case that their proposed merger will "enhance" competition is their CGP program, a voluntary merger condition intended to address the Board's emphasis on "enhanced rail-to-rail competition" in considering whether the transaction would serve the public interest.[36] As described by Applicants' sponsoring witness Katherine Novak, CGP would allow certain non-Applicant railroads to develop rates for post-merger interline routes that include UP-NS where the division payable to UP-NS would be set by a formula keyed to the 70th percentile of commodity-specific per car-mile rates on UP-NS single line routes.[37] As originally proposed, CGP would have been open only to manifest traffic from locations served solely by BNSF or CSXT, or a Class II or III railroad that connected only with BNSF or CSXT, where the movement was destined for a location solely served by UP-NS.[38] Additionally, eligible traffic would have to move through one of four designated gateways – Chicago, St. Louis, Memphis or New Orleans – and only BNSF and CSXT would be able to use CGP to market their services.[39] The CGP revenue factors also would be subject to "standard" UP or NS accessorial charges, fuel surcharges and similar assessments.[40] In their *Supplement* Applicants modified their CGP proposal slightly by including bulk commodity unit train

[36] *Merger Guidelines*, 5 S.T.B. at 550.

[37] *Application,* V.S. Novak (April 29, 2026), Vol. 1 at 376-89.

[38] *Id.* at 374.

[39] *Id.* at 377, 381-82.

[40] *Id.* at 388. UP-NS rates on movements that would be eligible for CGP would not be included in the calculation of CGP revenue factors. *Id.* at 385.

shipments and locations that are competitively served by BNSF and/or CSXT, but continued to exclude carriers other than BNSF and CSXT, intermodal or automotive movements, and movements through gateways other than the four designated above.[41] Applicants claim that as modified, CGP would be available for application to 257,971 carloads of freight annually.[42]

IAIS submits that as proposed by Applicants, CGP is unduly restrictive and potentially subject to manipulation by UP-NS and must be modified and expanded by the Board as a condition of merger approval if it is to have any genuine, competitive-enhancing effect. The flaws in CGP and the measures that the Board can adopt to make the program more of a true rail-to-rail competitive enhancement as required by the *Merger Guidelines* are detailed below.

1. Applicants state they did not consider including any Class II railroads such as IAIS that did not connect a solely served location to BNSF or CSXT within the scope of CGP because traffic interlined with such a carrier "would not be comparable to east-west transcontinental movements…".[43] However, the proper goal of a condition such as CGP should be to actually *enhance* competition generally within regions potentially impacted by the merger, not to only replicate a two-carrier transcontinental combination. The

[41] *Supplement* at 8, 16, 21.

[42] *Id.* at 20; Supp. V.S. Israel at ¶ 29. This claim is by no means a certainty, {[redacted]}}

[43] *See Supplement* at 32.

Merger Guidelines are clear that in "upgrading the importance of competition" there is a commitment to a "greater emphasis" on the role of Class II railroads. *See* 5 S.T.B. at 552. By Applicants' own admission, their "expanded" version of CGP at most could reach 257,971 annual carloads, or only slightly {{[redacted]}} of the rail-to-rail traffic diversions that their witness Hunt projects will be a consequence of the merger.[44] In her deposition, Applicants' witness Novak {{[redacted]}}

In her Verified Statement, IAIS's witness Evans describes how in the absence of remedial conditions a merged UP-NS would have the incentive and ability to exclude IAIS from a routing that it currently participates in, and because of the CGP exclusion effectively preclude IAIS from competing for that traffic. The end result would be to allow UP-NS to exploit market dominant pricing power over affected shippers *See* V.S. Evans at 9. In order both to serve the interests that the *Merger Guidelines* state must be protected and make Applicants' alleged competitive enhancement accessible to more shippers' traffic, the Board must condition any merger approval on Applicants' inclusion in CGP of Class II railroads in circumstances where they can initiate or terminate movements and serve the shipper(s) at an eligible location.

[44] *See Supplement* at 20; *Application*, {{[redacted]}}

[45] *See* Novak Dep. Tr. (Nov. 2, 2026) {{[redacted]}}

2. A second correctable flaw in Applicants' CGP program is the exclusion of Class I railroads other than BNSF and CSXT. Applicants' explanation for this exclusion is that carriers such as CPKC and CN are not *predominantly* "east-west" systems.[46] However, a look at the system maps for UP, NS, BNSF and CSXT shows that each railroad has extensive north-south routes in addition to their east-west trackage[47], and as the Board knows quite well from the history of maximum coal rate litigation, all four of these Class I railroads transport significant volumes of freight along those north-south routes. Moreover, both CN and CPKC have entered into Board-approved transactions in recent decades that have expanded their east-west range.[48] Given these facts, a more likely and accurate explanation for Applicants' exclusion of CPKC and CN from CGP is that Applicants are seeking to frame the issues in this proceeding in such a way as to assuage Board concerns over approval of a transcontinental merger by offering a limited transcontinental alternative where (as noted further *infra*) UP-NS have the ability to tip the scales. Much like the exclusion of Class II railroads, excluding Class I carriers that don't fit this model runs contrary to the policy of mandating truly enhanced rail-to-rail competition. In this regard, it is noteworthy that the original version of CGP was limited to manifest traffic on the grounds that unit trains and other commodities and configurations had "distinctive pricing structures and service requirements."[49] After a

[46] *See, e.g., Application*, V.S. Novak (April 29, 2026), Vol. 2 at 384.

[47] *See Application,* {{[redacted]}}

[48] *See, e.g., CN-IC.*

[49] *Application,* V.S. Novak (April 29, 2026), Vol. 2 at 384.

number of parties pointed out the restrictive nature of CGP, Applicants expanded it to include bulk commodity unit trains,[50] as if unit trains somehow magically had lost their distinctive pricing structures and service requirements. Applicants' willingness to adjust CGP in response to input from interested parties shows that there is nothing in the structure of CGP that constrains the Board from expanding its reach further to make it a more genuine competitive enhancement.

IAIS submits that Applicants' Class I railroad exclusion from CGP basically is oriented toward the goal of appearing to satisfy the *Merger Guidelines'* competitive enhancement directive while limiting the actual exposure of a merged UP-NS to effective competition. The Board can and should condition any merger approval on Applicants' agreement to open CGP to other Class I carriers.

3. There are features of Applicants' version of CGP that will provide them the opportunity to "tip the scales" in any competition that their single line system might face from an eligible interline movement. First, when Applicants propose to calculate a CGP revenue division for a competitor's use in offering an interline rate to a shipper at a qualified location, "standard" UP and/or NS fuel surcharges and accessorial assessments would be added to the revenue division.[51] Since UP-NS obviously will know what those charges are, they could offer to waive or discount them as part of a competing rate and

[50] *Supplement* at 8.

[51] *See Application,* V.S. Novak (April 29, 2026), Vol. 2 at 388.

service offer and instantly put the CGP route at a competitive disadvantage.[52] Second, since CGP revenue divisions will be calculated based on UP-NS line haul rates, Applicants will have the opportunity to increase the revenue divisions on erstwhile competitive CGP interline movements by increasing the rates on market dominant single line routes that are included in the CGP pricing formula. One example, which Applicants' sponsoring witness was not able to address or explain, would be a "bundling" of a UP-NS rate proposal for an individual shipper where a movement outside CGP was offered at a lower rate while a different movement for the same shipper on a route within CGP was assigned a higher rate, increasing the CGP revenue factor and tipping the scale in favor of UP-NS in a competition with another Class I interline route[53] while offering the shipper an acceptable average rate for all movements.

In order for the Board to determine that a UP-NS merger is in the public interest, in addition to the other conditions described in this part it must condition that approval on revisions to the CGP structure to (i) provide that if UP-NS waive or discount any surcharges or accessorial charges in developing a single line route offer, the same waiver or discount will apply to a CGP revenue division applicable to a competing interline route; and (ii) require UP-NS to exclude from the CGP revenue calculation single line rates offered or agreed to with a shipper for the movement of freight that is part of a

[52] Ms. Novak was questioned about this in her deposition {{ }}

[53] *See* Novak Dep. Tr. (Sept. 24, 2026) { }}

transaction that includes the CGP route where the same transaction includes lower rates offered or agreed to for a movement or movements that is (are) outside the scope of CGP. Procedures would need to be developed to implement this condition while respecting legitimate confidentiality concerns, but the Board has experience in crafting such protocols, as evidenced by, *inter alia*, the CPKC gateway interchange reports that are regularly submitted in the *CPKC* oversight process.

In light of the *Merger Guidelines'* mandate that the proposed transaction must enhance rail-to-rail competition, Applicants should not have the opportunity to adversely impact that competition by manipulating the CGP revenue calculation process.

4. As noted *supra* and confirmed by Applicants' sponsoring witness during her deposition,[54] only movements through the Chicago, St. Louis, Memphis and New Orleans gateways would qualify for CGP as proposed by Applicants. In their *Supplement*, Applicants reaffirmed this restriction, stating that it was designed to avoid overwhelming interchange operations at lesser-used gateways. *Supplement* at 32-33. Applicants failed to identify any other gateways that may have been considered for inclusion, nor did they point to any analyses of capacity limitations or other factors that may have exposed other gateways or interchanges to being "overwhelmed." This omission is particularly relevant because consistent with both their common carrier obligations and the national interest in network resiliency, it is important that rail carriers – including Applicants – consistently maintain gateway operations and capability. Applicants' sponsoring witness {{[redacted]

[54] *See* Novak Dep. Tr. (Sept. 24, 2026) {{[redacted]}}

[redacted]

[redacted]

[redacted]}} In the absence of any analytical support, the exclusion of other gateways properly should be considered an arbitrary limitation.

IAIS submits that a reasonable modification of this aspect of CGP would be to make it applicable to otherwise qualified movements that are routed through any existing gateway. If the purpose of the program truly is to enhance competition, the operative presumption should be that a participating carrier will take account of any gateway or interchange capacity limitations in making its routing decisions, not that only four gateways are capable of handling increased traffic due to CGP without any supporting study. Rail carriers' operations through gateways and interchanges already are planned and adjusted where necessary in response to availability, capacity, track conditions, traffic flows and numerous other conditions. Those same processes can apply to the handling of movements under CGP.

3. Individual Conditions to Enhance Competition and Offset Harm to IAIS

As shown, *supra,* and in the accompanying Verified Statement of Carrie Evans, a UP-NS combination would threaten close to {{[redacted]}} of IAIS's current freight traffic and a comparable percentage of its annual revenue. V.S. Evans at 8. This is a far cry from the "small fraction" of traffic that Applicants' witness Hunt projected was subject to

[55] *See* Novak Dep. Tr. (Nov. 2, 2026) {{[redacted]}}

rail-to-rail diversions[56] based on his examination of Class I carrier impacts only, and confirms Applicants' failure to give any real consideration to how the increased market power resulting from the proposed merger would affect Class II railroads like IAIS, or how accommodating a railroad like IAIS could satisfy the *Merger Guidelines'* policy directive to enhance rail-to-rail competition.[57] Additionally, the merger as proposed threatens to foreclose IAIS from competing in markets where it *already* has a significant presence. *See* V.S. Evans at 9. The *Merger Guidelines* specifically identify reciprocal switching and trackage rights as effective tools for competitive enhancements, [58] and the Board elsewhere has pointed to prescribed haulage arrangements as affirmative, pro-competitive remedies in merger proceedings.[59] IAIS submits that the Board should impose a set of conditions that combine all three in a manner to enhance rail-to-rail competition and in the process ameliorate the proposed merger's unreasonably adverse impacts on IAIS. These conditions are summarized below.

1. IAIS depends on reciprocal switching with the Class I carriers – including UP and NS – at key locations that allow IAIS to reach some of its current principal customers as well as endeavor to offer services to potential new shippers. V.S. Evans at 6-7, 9-10. In September 2026 UP's Chief Executive Officer asserted at an investor conference that post-merger UP-NS "will still have all the short lines through Iowa that compete against

[56] *See Supplement,* V.S. Hunt (July 20, 2026) (Public) at 344.

[57] *See* 5 S.T.B. at 550-52.

[58] *Id.* at 547.

[59] *E.g., UPSP,* 1 S.T.B. at 252.

us."[60] However, the switching opportunities on which that competition depends are provided in tariffs that are controlled and can be unilaterally changed by the publishing railroads. With Applicants so reliant on anticipated truck-to-rail diversions to defend their claims of public benefits from the proposed merger,[61] there is a likelihood that if their performance results fall short of their projections (as occurred in the wake of the *CPKC* combination) control over reciprocal switching will be exploited in an effort to further increase rail-to-rail diversions. Any cancellation of, or imposition of new restrictions on IAIS's reciprocal switching rights at points controlled by UP and/or NS would both exacerbate the adverse impacts of the merger on IAIS and unreasonably limit IAIS's ability to offer competitive rail service to current and prospective new customers. Consistent both with the *Merger Guidelines*' pronouncement that the roles of Class II carriers should be given "greater emphasis"[62] and the traditional use of reciprocal switching directives to enhance competition,[63] the Board should impose a condition prohibiting Applicants from cancelling or restricting any reciprocal switching rights currently open to IAIS or increasing switching fees beyond the level of measurable inflation without either IAIS's agreement or the Board's approval during the oversight process.

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[60] *See* Counsel's Exhibit 1.

[61] *See, e.g., Application*, Vol. 1 at 20-21.

[62] 5 S.T.B. at 552.

[63] *Id.* at 547.

2. A related proposed condition concerns IAIS's switching rights at Chicago, Illinois and Des Moines, Iowa. UP's switching tariff (UP Circular 8005-K) presently opens several locations to IAIS for reciprocal switching without restrictions, but limits IAIS's rights in Chicago and Des Moines. V.S. Evans at 7. In Chicago, UP restricts IAIS switching to shippers whose traffic moves in line haul service over CN, CPKC, CSXT or NS, while specifically excluding traffic moving on BNSF or UP. At Des Moines the restrictions are more severe, as UP denies IAIS switching access for origins and destinations that also can be served by UP, effectively precluding IAIS from using reciprocal switching to compete on a line haul basis for a shipper or location that also can be served by UP. For the same reasons that the Board should prohibit Applicants from cancelling or imposing new restrictions on IAIS's existing reciprocal switching rights – enhancing competition and allowing IAIS the opportunity to offset merger-related harm – IAIS requests that the Board condition any approval of Applicants' proposed combination on UP's removal of current restrictions on IAIS's rights in Chicago and Des Moines. If, as UP's CEO contended, a combined UP-NS will have to contend with competition from Class II or III railroads in Iowa,[64] existing arbitrary barriers to that competition must be removed.

3. The *Merger Guidelines* are clear that plans to enhance competition need not be focused on remedying specific competitive harms caused by a Class I merger, and that the focus "should be placed on enhancing intramodal (rail-to-rail) competition, for

[64] *See* note 59, *supra.*

example, by the granting of trackage rights and other accommodations." 5 S.T.B. at 554. The "vital role" played by regional railroads requires that their interests be respected and protected if the public interest is to be served. *Id.* at 565. In this case, there are four additional conditions that the Board must impose that will affirmatively enhance intramodal competition while also offering IAIS the opportunity to offset the expected harm resulting from the aggrandized market power of a combined UP-NS.

A. The Board should require UP-NS to grant IAIS trackage or haulage rights[65] over the current NS line between Peoria and Decatur, Illinois, which would include connections with CN and other short line railroads at Gibson City, Illinois, and access via UP switching to ADM and other shippers at Decatur. V.S. Evans at 14. ADM is among the top ten customers of IAIS in terms of annual carload volumes, and these rights will enable IAIS to offer competitive rates and responsive service to ADM and the other shippers. IAIS has operated in the region since its inception in 1984, and greater access to ADM and other shippers on the Peoria-Decatur line will directly enhance competition for their business and inure to their benefit.

B. The Board should require UP-NS to grant IAIS trackage or haulage rights over UP from Cedar Rapids to Proviso, Illinois, where IAIS can connect with the Indiana Harbor Belt Railroad, enabling a link with the Belt Railway of Chicago and other regional railroads in the area. IAIS can reach Chicago from Council Bluffs, but that route

[65] As the Board has held in prior cases, to be effective such rights must include provisions preventing UP-NS from discriminating against IAIS in setting dispatch priorities or scheduling and transporting trains in haulage service. *See UPSP*, 1 S.T.B. at 403-04.

often involves capacity constraints on CSXT and/or Metra lines (*see* V.S. Evans at 15) and having an alternative route from Cedar Rapids will open additional shipper options and enhance intramodal competition between Iowa and the Chicago gateway. These rights also will enable IAIS to offer more expedited service to existing connections in Chicago, enhancing competition and shipper benefits by improving velocity and reducing dwell times, and avoiding scheduling and other operational conflicts with CSXT or Metra that affect IAIS's existing access to Chicago.[66]

C. The Board should require UP-NS to grant trackage or haulage rights over UP from Grinnell, Iowa to Cargill, Inc. at Eddyville, Iowa, and from Grinnell to Marshalltown, Iowa with access to Heartland Cooperative at Pickering, Iowa. Cargill and Heartland also are current major customers of IAIS and the rights would expand IAIS's competitive opportunities and those shippers' options.[67] Significantly, as with ADM, the Grinnell rights would offer the shippers not only more competitive rail service, but

[66] V.S. Evans at 14-15.

[67] To fully exercise trackage rights, it will be necessary to restore some trackage in the vicinity of Grinnell, to effectuate the movement of trains from IAIS's lines to UP's. *See* V.S. Evans at 15. The need for some infrastructure improvements or new investment, however, has never been an impediment to the granting of trackage rights as a merger condition in previous proceedings before the Board or its predecessor. *See CPKC* at 55 (access commitment imposed for operation over a yet-to-be-built bridge); *UPSP,* 1 S.T.B. at 420 (trackage rights granted subject to a shipper's later construction to "build out" to a competing carrier); *Burlington Northern, Et Al. – Merger – Santa Fe Pacific, Et Al.,* 10 I.C.C. 2d 661, 745 (1995) ("*BNSF*") (same). *See also Conrail*, 3 S.T.B. at 283 (condition granted to require trackage or haulage rights to enhance rail competition east of the Hudson River, taking account of "the investment that continues to be required on the lines.").

localized attention to their transportation needs and priorities that long have been a feature of regional railroads' approach to expanding their market reach.

D. The Board should require UP-NS to grant trackage rights to IAIS over UP from Council Bluffs to Blair, Nebraska, for the purpose of providing effective and competitive service to Cargill and other shippers at Blair. As noted *supra*, Cargill currently is served by UP through a haulage arrangement from Council Bluffs derived from a previous railroad merger, but limitations on haulage have constrained IAIS's ability to respond to Cargill's specific service needs and compete for additional customer accounts in the Blair area.

All the foregoing rights would build upon current operations and based on Ms. Evans' extensive experience in the rail sector would be feasible and would not interfere with Applicants' plans to implement their proposed merger. V.S. Evans at 16. IAIS defers to the Board on the question whether trackage or haulage rights would be most effective, but trackage rights are IAIS's preferred course and because they are an option to satisfy the applicable legal standards IAIS has submitted a Responsive Application covering these conditions coincident with these Comments, which *inter alia* includes a proposed trackage rights agreement. Whichever pro-competitive accommodation is selected, however, it will be critical that the terms of the conditions do not leave openings for UP-NS to negate the competition enhancement through their ownership and control of the lines subject to the conditions. Thus, for example, trackage rights should include terms that guarantee IAIS non-discriminatory dispatch priorities over the subject lines. Likewise, if haulage rights are selected, they should include enforceable service terms

that ensure that IAIS traffic is handled equitably vis-à-vis UP-NS traffic.[68] As is typical of these types of conditions, the economic terms – trackage rights fees or haulage fees – should be subject in the first instance to negotiations between IAIS and Applicants, with the Board available to set the terms if the parties are unable to agree within a reasonable time. *See UPSP,* 1 S.T.B. at 425; *BNSF,* 10 I.C.C. 2d at 745.

CONCLUSION

For all the reasons set forth herein and in the accompanying Verified Statement of Ms. Evans, if the Board does not deny approval of the proposed UP-NS merger, it must condition any approval on the imposition of the rights, remedies and conditions described herein, to enhance intramodal competition and remediate the unreasonable and adverse impacts that an unconditioned merger would have on IAIS and the shippers that it serves.

Respectfully submitted,

By: */s/ Kelvin J. Dowd*

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Dated: November 18, 2026

[68] *See* note 64, *supra.*

CERTIFICATE OF SERVICE

I hereby certify that on this 18th day of November, 2026, I caused Public copies of the foregoing to be served: (i) by email or by first-class mail, postage prepaid upon all parties of record in this proceeding; and (ii) upon the other individuals that the Board identified for service in its Decision No. 5 served on September 26, 2025. In addition, I hereby certify that I have caused Highly Confidential copies of the foregoing to be served upon outside Counsel for the Applicants.

/s/ Andrew B. Kolesar III
Andrew B. Kolesar III

Counsel’s Exhibit 1

Virtual Fireside Chat Hosted By Bernstein Research

Company Participants

- Jennifer Hamann, Executive Vice President and Chief Financial Officer
- Jim Vena, Chief Executive Officer

Other Participants

- David Vernon, Analyst, Bernstein Research

Presentation

David Vernon {BIO 16688886 <GO>}

Good afternoon, everyone, and thank you for joining us. My name is David Vernon. I'm the Bernstein analyst covering Transports, Railways, Airlines, all things freight and passenger related. We are thrilled to be hosting Union Pacific today for a bit of a Fireside chat.

A little catch up on the state of the railroad and also talk to -- talk about the sort of next steps in the UP Norfolk Southern merger. Our CEO, Jim Vena; CFO, Jennifer Hamann are here joining us. They're going to kick us off with some prepared remarks.

To the extent that you want to have some questions, work them into the chat. You can do that either through the pigeonhole link that you should have -- had emailed to you when you're registered or you can try to hit me on Bloomberg and I'll try to keep track of kind of where we are so that we can get as much client input into the conversation as we can.

With that, thank you both for joining us. I'm going to hand it over to you and you can kick us off with some prepared remarks.

Jim Vena {BIO 7117749 <GO>}

Well, David, thank you very much, and great day here. I look outside and the weather is just perfect for September 1st for railroading anyways. That's the way I look at it. I don't really look at it on whether it's beach weather or holiday weather. It's how good is it for railroad and I like it. Just well perfect through the whole network. We're looking at a big storm coming up in the Gulf that might affect us a little bit, but overall, we're ready to go. So railroad is real good.

And of course, I have Jennifer Hamann here with me, Chief Financial Officer. And listen, I'm going to go through slides real quick and then open up for questions. So Jennifer is going to have a few comments right after me. So of course, a big long list of boilerplate got longer after the merger than it was before, but we'll be making some forward-looking statements. So if you have any questions, please refer to the UP website and SEC filings for additional information.

If we look at the first slide we have up, let's recap the past month or so since we talked at our earnings. In late July, we announced our agreements with Canadian National and provided the supplemental information the STB requested. A few weeks ago, on August

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Bloomberg

aren't like the highway system and road system that go everywhere. But on some things, we're going to have the advantage and they will still have the advantage in others.

You know what BN CSX move will have an advantage in some areas, whether we like it or not, just because of geography. So at the end of it if the Board wants to protect a railroad that we can haul the product cheaper end-to-end because that's what it comes down to. It's not just short-haul, it's less expensive and we can pass on some of those savings on assets plus price everything to customers. If they want to protect the railroad, then all you're doing is making the bricking system more inefficient.

You're adding costs to the end consumer of those products that move. Doesn't make a particle of sense like I joke around about it, but I'm serious. We're not a socialist. The best should win. The best should not subsidize the other ones to see how they can gain something because they don't want to be as efficient. And maybe they could be as efficient as us. Maybe they can make deals that say, we're going to move trains at 70 miles an hour across the entire network from Miami and we'll invest some of the Berkshire billions to get it all the way to Seattle. Good for them. That's the way it should be.

Q - David Vernon {BIO 16688886 <GO>}

Okay. Maybe turning to the end game before we start to close it out here. You've argued before the second combination right now is unlikely, but you've also said, I think before that a two transconstruction would be acceptable if it was conditioned. Does the answer on -- from -- do you think the answer on whether there is another Transcon railroad, does that change kind of how the STB should be thinking about conditioning this merger? Because it is -- there's always this conversation, right? It would be easier if there were two mergers instead of just one and blah, blah, and blah, but like how do you think about the conditions the Board might be thinking about in a one merger world versus a two merger world?

A - Jim Vena {BIO 7117749 <GO>}

I find it very interesting that the STB, they have a mandate of what they have to look at and that's one of the things they have to examine and we put it in our application, okay? But at the end of the day, this is how business should work. You have a regulator, they have one merger. So this is going to be approved. I'm very positive.

So once it gets approved, something else could happen. If nothing happens, then no one goes to the STB and we move ahead with an efficient Union Pacific new railroad competing against the other. We'll still have Burlington, Northern Santa Fe in the West. We'll still have CSX in the East. We still have the Canadians coming down. We still have all these short lines through Iowa to compete against us and everything else. We still have that.

We still have ships and barges and international movements, we have all of that. If somebody else after this is done or while we're going through it, decides that they want to merge, then the STB should be looking at that at that point under the same rules that they have today with us.

And if it changes because they're worried about concentration, that's where they should worry about it. They shouldn't worry about it and say, just in case it happens, the STB has the right to not approve any other merger. I've always said because I've been -- I've lived

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Counsel's Exhibit 2

REDACTED - PUBLIC

PUBLIC VERSION

BEFORE THE
SURFACE TRANSPORTATION BOARD

DOCKET FD 36873

UNION PACIFIC CORPORATION AND UNION PACIFIC R.R. COMPANY
-- CONTROL –
NORFOLK SOUTHERN CORPORATION AND
NORFOLK SOUTHERN RAILWAY COMPANY

VERIFIED STATEMENT OF CARRIE EVANS

My name is Carrie Evans, and I am employed by Iowa Interstate Railroad, LLC ("IAIS") in the capacity of Executive Vice President and Chief Commercial Officer, a position that I have held since 2020. I began my employment with IAIS in 1998 as a marketing coordinator; I left the company briefly to work as a marketing and pricing manager for Innovative Rail Group, a CH Robinson Company. I returned to IAIS in 2002 in the sales and marketing department, eventually becoming the Vice President of Sales and Marketing in 2010. I worked in that role until I was promoted to my current position. Because of my long tenure and experience with IAIS, I am very familiar with its operations, customer base and commercial opportunities.

I am making this Statement in order to inform the Surface Transportation Board ("STB") regarding IAIS and its operations, describe the potential adverse impacts on our customers and our company should the STB grant unconditioned approval of the proposed merger of Union Pacific Railroad ("UP") and Norfolk Southern Railway ("NS"), and describe conditions that the STB can and should impose on any approval to

ameliorate those adverse impacts and enhance the ability of IAIS to provide competitive alternatives for our customers in the rail transportation market areas where its operations are conducted.

THE IOWA INTERSTATE RAILROAD SYSTEM

IAIS emerged from the bankruptcy and abandonment in 1980 of a portion of the east-west mainline of Chicago, Rock Island & Pacific Railroad. In 1984, a group of Iowa shippers and manufacturers located along the former Rock Island lines partnered to preserve central Iowa rail access between Omaha, Nebraska, and Chicago, Illinois. These manufacturers, which are household names to many Americans, included manufacturers of residential and commercial construction materials and appliances such as Pella Corporation and Maytag Corporation, as well as one of America's current largest shippers, Archer Daniels Midland ("ADM").

In subsequent years, railroad consolidations and other industry changes led to an expansion of the IAIS footprint, and today we operate over approximately 580 miles of main line trackage. Most of these lines are owned by IAIS, though we do also operate pursuant to trackage rights arrangements with CSXT between Joliet and Utica, Illinois, and with Metra in the vicinity of Chicago. IAIS also has operating rights over CSXT between Utica and Henry, Illinois, pursuant to a sublease that allows IAIS to reach Peoria, Illinois.

Since its inception, IAIS has upgraded both its infrastructure and equipment in order to better serve existing customers, expand into new markets and drive industrial

development. Capital investment increased speed on the Peoria, Illinois subdivision from 10 mph to 25 mph and on its west segment from 10 mph to 40 mph, and IAIS has leveraged federal investment via the Railroad Rehabilitation and Improvement Financing and Consolidated Rail Infrastructure and Safety Improvement (CRISI) programs to replace old rail, ties, and bridge spans to raise mainline track speeds. Today, IAIS freight moves at mainline track speeds of up to 40 mph systemwide.

As track speed increased, so did IAIS's ability to better serve and attract customers. Between 2008 and 2018, a total of four (4) ethanol production facilities located on the IAIS in Iowa and Illinois. To continue to offer excellent service to this burgeoning American industry, a similar investment in equipment was needed. Old GP-10 locomotives simply could not pull freight at the speeds customers required. Between 2007 and 2019, IAIS replaced old GP-10 locomotives with GE ES44AC's. Today, IAIS's fleet consists of one of the industry's most powerful and efficient road locomotives, and IAIS leads the industry, including Class I carriers, in fuel efficiency in terms of gallons per thousand gross ton miles.

The federal government continues to see IAIS as a good investment. Just in the past two grant cycles, the Federal Railroad Administration has awarded IAIS two additional CRISI grants totaling $78,060,160 to replace bridge spans in Iowa and Illinois and to replace and rehabilitate 250 miles of track. IAIS will contribute almost $23,000,000 of its own capital towards completion of these projects.

All this investment has made IAIS a robust Class II railroad, serving America's heartland. Industries continue to recognize IAIS as a good investment. In 2024, Eco

Energy, a global trading, terminal infrastructure and transportation management company, constructed a facility in Newton, Iowa. Because of IAIS's investment in developing a transload and storage facility specifically for wind power components, including blades, towers, and nacelles, wind power manufacturers now have a transportation option in Newton, Iowa.

Since its inception, IAIS has grown and prospered through innovation, creative marketing, and careful attention to the needs and priorities of our customers. IAIS has built a regional railroad system that provides essential and neutral access for its shippers to all Class I railroads. IAIS's value also has been recognized by the federal government, as evidenced by the multiple CRISI grants and federal matching dollar programs to enhance IAIS's own investments.

Today, IAIS interchanges freight traffic with all the Class I railroads, as well as a number of Class II and III carriers, including the Cedar Rapids & Iowa City Railway ("CIC"). Principal interchange points are at Council Bluffs, Iowa; Des Moines, Iowa; Iowa City, Iowa; Davenport, Iowa; Rock Island and Silvis, Illinois; Peoria, Illinois and Chicago, Illinois. IAIS can transport both mixed carload freight – including hazardous materials – and unit trains. Our mix of traffic includes many different commodities, though the principal ones are grain and other agricultural products, chemicals, fertilizers, energy products (including unit trains and carloads of denatured ethanol), forest products such as lumber, pulpboard, metals and aggregates. IAIS also moves intermodal shipments and maintains and operates intermodal ramps at Council Bluffs, Iowa and Blue Island, Illinois. UP is the principal user of the Council Bluffs ramp and IAIS maintains

and has upgraded it to meet UP's needs. The ramp also handles a modest amount of IAIS traffic and at different points in time, some shipments for BNSF.

IAIS originates and terminates traffic and acts as a "bridge" carrier between other line haul railroads. In 2025, the last full year for which the data is available, IAIS moved {{[redacted]}} carloads and intermodal shipments over its lines. Among its ten (10) largest customers are the large corn and soybean milling plants located in Cedar Rapids, Iowa, which IAIS accesses at Cedar Rapids through a connection with CIC. These include the two ADM Cedar Rapids plants, and the Cargill Corn Milling, Cargill East, and Cargill West plants, also in Cedar Rapids. IAIS also transports commodities for both the Cargill Des Moines soybean oil refinery accessed through reciprocal switching by NS and the ADM Des Moines soybean milling plant through reciprocal switching performed by UP. West Plains, LLC is another major IAIS customer located at Omaha, Nebraska, which we serve via reciprocal switching performed by UP through the connection at Council, Bluffs, Iowa.

IAIS transports commodities from Cargill Blair, and its affiliates, located at Blair, Nebraska through a connection with UP at Council Bluffs. IAIS's ability to economically transport commodities for the Cargill Blair, Nebraska plants depends on a merger condition imposed by the Interstate Commerce Commission ("ICC") when it approved the 1995 UP-CNW merger. As I understand this condition, the ICC imposed a "fixed division" – that is, a flat freight charge – on UP to allow Cargill Blair to competitively access other carriers operating in the Omaha-Council Bluffs terminal, including IAIS.

Taken together, IAIS's ten (10) largest customers in 2025 accounted for approximately {{[redacted]}} of our total freight traffic and {{[redacted]}} of the revenue earned by IAIS for the services provided. As is the case with most railroads, our customers' transportation priorities include reliability, customized service, and price. IAIS competes aggressively in all three (3) areas. In addition, IAIS has invested regularly in maintaining, upgrading and expanding its transportation infrastructure and capability.

A major factor in IAIS's ability to serve existing customers and engage in market outreach to potential new ones is the availability of reciprocal switching services with other rail carriers – especially the Class I railroads – at key locations. The reciprocal switching tariffs established by BNSF, CN, and CPKC facilitate IAIS's commercial access to customers at Council Bluffs, Des Moines, Cedar Rapids, and Chicago, which are not the subject of IAIS's concerns in this proceeding. It is the switching arrangements currently in place with UP and NS that raise issues for the Board's consideration of their proposed merger.

NS's switching tariff NS 8001 (a copy is attached as Exhibit 1 hereto) currently provides that both Chicago and Des Moines are open to switching for IAIS, with no restrictions other than a requirement that unit trains of grain switched at Des Moines must include a minimum number of railcars. The switching fees chargeable to IAIS are at the same level as those set for switching for other eligible railroads. As currently in place, the terms of the NS switching tariff reasonably allow IAIS access to traffic moving to, from or through those locations and afford IAIS the opportunity to compete for new business, which enhances the customers' transportation options.

UP's Circular 8005-K (a copy is attached as Exhibit 2 hereto) addresses switching at Cedar Rapids, Chicago, Council Bluffs, Des Moines, and Omaha, along with other points. Industries located in Cedar Rapids, Council Bluffs, and Omaha are open to reciprocal switching for IAIS without restrictions, which allow IAIS access to customers such as Cargill, General Mills, Quaker Oats, Heartland Co-op, and West Plains LLC, among others. The importance of these rights is emphasized by West Plains LLC, whose letter of support for IAIS's requested conditions is attached to my Statement as Exhibit 3. In Chicago, however, the UP Circular limits IAIS switching for a number of shippers to traffic that moves in line haul service over CN, CPKC, CSXT, or NS, excluding movements over UP or BNSF. The restrictions on switching in Des Moines are considerably more limiting, opening switching service for IAIS only for movements to or from IAIS stations or junction points that are not already served by UP. So, for example, if IAIS looks to move a shipment from Des Moines (which also UP serves) to Chicago, UP's tariff provides that it will not switch that business for IAIS at the standard switch fee and allow IAIS to make the line haul move to Chicago. Instead, UP will assess a much higher line haul rate for the switch movement, thereby making IAIS's service offer non-competitive. This restriction directly affects IAIS's ability to fully compete for business with ADM, General Mills, Heartland Co-op, and many other shippers.

LIKELY IMPACTS OF A UP-NS MERGER ON IAIS

Based upon my review of relevant portions of the UP-NS Application for merger approval and IAIS's own traffic patterns and market position, there are at least three (3) impacts adverse to IAIS's interests that are likely to result from an unconditioned combination of those Class I carriers.

First, as UP and NS's own witness David Hunt has testified, an unconditioned merger will result in significant diversions of rail freight traffic from carriers including IAIS to a merged UP-NS. In his Verified Statement as part of UP-NS's submissions to the STB, he characterized these diversions as just a "small fraction" of other carriers' overall traffic,[1] but apparently, he only looked at the impacts on BNSF and CSXT. I do not have access to Mr. Hunt's workpapers or deposition testimony, as I am informed that they have been designated as "Highly Confidential" under a protective order that governs this proceeding. However, I have reviewed IAIS's current freight traffic data and market patterns and have concluded that between origin/destination movements and overhead traffic, IAIS stands to lose an estimated {{ }} annual carloads and units to a dominant UP-NS, despite the aggressive marketing efforts that IAIS consistently deploys. The details of my analysis are shown in Exhibit 4 to this Statement. Taken together, the projected losses to a combined UP-NS amount to approximately {{ }} of IAIS's total 2025 traffic, and a similar percentage of its overall revenue. Movements at risk include current key customers such as ADM, POET, West Plains LLC, and Cargill. This

[1] Supp. V.S. Hunt (July 20, 2026) (Public) at 344.

obviously is much more than a "small fraction" of IAIS's business as compared to Class I carriers such as BNSF and CSXT.

This projected loss in traffic is a direct result of the market power that a combined UP-NS can use to undermine IAIS's ability to compete in the marketplace. For example, IAIS currently moves railcars from Cedar Rapids to Chicago, where the traffic is interchanged to the Indiana Harbor Belt (IHB) and then transferred to NS for final delivery to eastern destinations on the NS network. Currently, IAIS and NS independently negotiate service agreements and pricing with customers for their respective portions of the freight movement. In a combined UP-NS system, however, UP will control the routing beyond Chicago to the former NS destinations. This control will give the merged railroad the ability and the incentive to adjust service conditions, pricing and operating practices in ways that force traffic onto single line UP-NS routes rather than routes that currently include IAIS. As a result, shippers in Cedar Rapids effectively would become captive to a single railroad for movements to legacy NS destinations, reducing competitive routing options and setting the stage for higher transportation costs for those shippers in the future.

Second, because the reciprocal switching availability that IAIS depends on at multiple locations is governed by tariffs that are unilaterally controlled by UP and NS, our current and future marketing opportunities are at risk if an unconditioned merger is allowed to proceed. A combined UP-NS would have incentives not only to keep in place switching restrictions such as those applicable to IAIS's access in Des Moines, but to

impose new restrictions or even cancel switching access if it would facilitate longer hauls for UP-NS or complete diversions of traffic currently handled by IAIS.

I understand that UP and NS are counting on major diversions of traffic currently handled by motor carriers onto their combined intermodal network. But to the extent that their projections in that sector fall short, they would have even greater incentives to exploit their control over reciprocal switching to enhance the revenue that they could earn from rail-to-rail diversions. Such actions would not only harm carriers such as IAIS but would reduce the options available to shippers – particularly in the agricultural sector – and leave them exposed to both higher rates and less reliable service.

Third, an unconditioned UP-NS merger would threaten to strand IAIS's investment in the intermodal ramp at Council Bluffs, where UP has been the principal user for many years. According to company records, since 2006 IAIS has invested more than $14.75 million in maintenance and upgrades that have largely benefited UP. More recently, IAIS acquired more than two (2) acres of adjacent real property to facilitate expansion of our ramp operations. Based on speculative projections of significant volumes of new intermodal traffic, however, UP has stated an intention to build a new intermodal facility near Council Bluffs and leave the IAIS ramp to handle only local traffic. In 2025, UP traffic through the IAIS facility accounted for {{[redacted]}}. The loss of that traffic would leave at most only about {{[redacted]}} lifts per year. Moreover, of that remainder over {{[redacted]}} lifts in 2025 were performed for Bunge Co., a shipper that has a line haul option with UP which if exercised would cut the use of the IAIS ramp down to fewer than {{[redacted]}} lifts. Even

with the Bunge business, IAIS's Council Bluffs facility would experience a {{[redacted]}} reduction in use, which very likely would mean that sustained operation and maintenance of the ramp would no longer be viable. While UP's proposed construction of a similar nearly intermodal ramp strands IAIS investment in Council Bluffs and by extension its entire intermodal franchise, including the ramp at Blue Island, Illinois, the real loss is to the intermodal shippers who rely on competitive intermodal service along the I-80 corridor between Omaha and Chicago. UP's curtailments of that competition will push more containers onto trucks moving over the interstate highway system, rather than reduce the number. IAIS would have a theoretical option to try and attract new business, but Iowa is one of the States where the UP and NS systems have the most geographical overlap, so those opportunities could be limited significantly.

IAIS has attempted to negotiate with UP over an alternative that could include a cooperative expansion of the IAIS ramp at IAIS's expense to accommodate gradual increases in UP intermodal traffic if it materializes, but those efforts thus far have been unsuccessful. The pattern that emerges overall is that the merger Applicants have not given serious consideration to the impacts of their proposed transaction on regional railroads and endeavored to protect their interests, which leaves it to the STB to consider and adopt conditions that will safeguard the interests of Class II railroads like IAIS and also serve the key goal of enhancing competition and transportation alternatives for shippers.

IAIS will not shy away from competitive challenges on an even playing field, as our history of success demonstrates. However, the proposed UP-NS merger threatens to

shift the balance of market power dramatically in regions such as the Upper Midwest. As a result, IAIS needs the STB's support to allow us to continue to reach new markets and expand the scope of service to our existing customers in the face of forecasted traffic diversions that would severely and adversely impact IAIS.

CONDITIONS WILL PRESERVE AND ENHANCE COMPETITION

From my many years of experience in the railroad industry, I am aware that the STB possesses broad authority to impose conditions on transactions such as a UP-NS merger, and that protecting the important roles that Class II railroads such as IAIS play in the national rail transportation policy, as well as the interests of shippers who benefit from the competitive service that they can provide, is a sound basis for the exercise of that authority. In IAIS's Comments and Request for Conditions of which my Statement is a part, two (2) conditions – enforceable terms for the Applicants' promise to keep all existing gateways open, and an expansion of the Committed Gateway Pricing competitive enhancement – are outside the scope of my Statement. However, there are other conditions that the STB should impose to protect and enhance the Class II railroad competition that IAIS represents, that my experience and expertise qualify me to address.

1. The STB should require that UP and NS post-merger maintain in effect all reciprocal switching tariffs that are in place in the present, pre-merger environment at current switching rates, subject only to adjustments for future cost inflation. As I described earlier in my Statement, both UP and NS presently have tariffs in place that open various locations to reciprocal switching for IAIS that enable us to compete

effectively at or through numerous points, including Cedar Rapids, Chicago, Council Bluffs, Omaha, and Des Moines. However, the tariffs are subject to the unilateral discretion of the Applicants, including cancellation, new restrictions, arbitrary increases in fees and other changes, and while the STB may offer certain remedies for unreasonable tariff cancellations or changes, those processes are complex, time-consuming and expensive to pursue. Given the national policy goal of preserving competitive options for shippers that are or can be served by Class II carriers, requiring that UP and NS keep open switching locations that *currently* are open and on terms that they *currently* have in place is a reasonable measure to prevent the arbitrary exercise of the enlarged market power that inevitably will result from consummation of the proposed merger.

2. The STB should require UP to remove the restrictions on reciprocal switching for IAIS at Des Moines that currently are in place. As I described above, UP's Circular 8005-K opens Des Moines to IAIS switching to or from BNSF and (for now) NS[2] but imposes a restriction on switching at the standard fees for IAIS movements to or from locations that also are served by UP. In other words, UP is restricting IAIS from competing with UP for shipments from or to the industries in Des Moines that also are served by UP. Shippers such as ADM, General Mills, and Heartland Co-op, among others, are foreclosed in whole or in part from having access to service through IAIS that could expand their market options. It makes logical sense that if the STB is going to

[2] It is reasonable to assume that absent intervention by the STB the restriction that currently applies to locations served by UP would be expanded to include current NS-served locations.

allow UP and NS to consolidate their market power, it should balance that decision with a condition that removes an anti-competitive tool that UP currently possesses and constrains IAIS's market participation opportunities.

3. The STB should require UP-NS to grant IAIS trackage rights with non-discriminatory dispatch priorities, or haulage rights with effective and enforceable service assurances, over current NS lines between Peoria and Decatur, Illinois, including connections with CN and other regional railroads at Gibson City and direct access to ADM and to other shippers via NS switching at Decatur. ADM is an important IAIS customer with whom IAIS could have expanded marketing and service opportunities with a more efficient access route to Decatur, which would serve the public interest in expanding rail competition. This condition also would help to offset the significant adverse impact on existing IAIS traffic expected from a combined UP-NS exercising their broader market power whose own projections foresee a {{[redacted]}} reduction in IAIS freight revenues as a result of diversions made possible only by approval of the new, proposed transcontinental merger. Expanding IAIS's reach within the region where it has operated since 1984 will serve the goal of enhancing the competitive options for shippers, consistent with what I understand to be a priority under the STB's current rules for evaluating Class I mergers.

4. For similar reasons, the STB should require UP-NS to grant IAIS trackage rights with non-discriminatory dispatch priorities, or haulage rights with effective and enforceable service terms, over UP from Cedar Rapids to Proviso, Illinois, from which IAIS can connect with the Indiana Harbor Belt Railroad ("IHB") and the Belt Railway of

Chicago ("BRC"), for movements into Chicago and with connections to other regional and Class I railroads in the area. These rights will provide IAIS with more direct connections to both IHB and BRC and enable IAIS to provide more expedited rail service to current and prospective new customers by improving velocity, reducing dwell time for private railcars and avoiding issues related to interactions with CSXT and Metra. Similarly, the condition will provide IAIS with the opportunity to offset the serious traffic diversions that the Applicants are forecasting as a result of their combination of systems.

5. The STB should require UP-NS to grant IAIS trackage rights with non-discriminatory dispatch priorities, or haulage rights with effective and enforceable service terms over UP from Grinnell, Iowa, to Cargill at Eddyville, Iowa, and from Grinnell to Marshalltown, Iowa, with access to Heartland Cooperative at Pickering, Iowa. Like ADM, Cargill and Heartland are key IAIS customers, and these rights would expand competitive transportation options for these shippers and competitive marketing opportunities for IAIS, while also offsetting the anticompetitive traffic diversion impacts of an unconditioned merger on IAIS and the customers that currently depend on its reliable service. While some track restoration likely will be needed to re-establish the connection for movements to Eddyville and Pickering, IAIS is prepared to work with all interested parties to complete any necessary infrastructure improvements.

6. The STB should require UP-NS to grant IAIS trackage rights with non-discriminatory dispatch priorities over UP from Council Bluffs to Blair, Nebraska to provide IAIS with a direct connection to enable it to provide expedited service to meet the needs of Cargill and other shippers at Blair. Alternatively, the STB should extend the

"fixed division" merger condition imposed on UP in 1995 for another fifty (50) years to permit the plants located at Blair, Nebraska to economically access the railroads, including IAIS, in the Omaha-Council Bluffs terminal.

The conditions outlined above all build on existing operations arrangements or otherwise would be operationally feasible. Preserving current reciprocal switching options and removing anticompetitive restrictions would not impose any new, meaningful operational burdens on UP or NS, and if and to the extent that new trackage or haulage rights might add traffic to the lines in question in a way that somehow could affect UP/NS operations, those and other issues (including compensation, dispatching rules, etc.) would be the subject of negotiation between IAIS and UP-NS, with resort to the STB to enforce the condition(s) and arbitrate any disputes as a backstop. Nor would the conditions detract from any legitimately claimed merger benefits should they prove to be realistic and achievable. It is, of course, possible that IAIS could gain some additional traffic and associated revenue through the enhanced competitive opportunities that the conditions would facilitate, but reduced revenue for UP and NS – standing alone – is not a valid justification for declining to impose reasonable, pro-competitive conditions on a major rearrangement of the U.S. railroad system.

CONCLUSION

IAIS was founded by shippers to protect shippers and create competition. An unconditioned UP-NS merger will threaten IAIS with the loss of almost {{ }} of its current freight traffic and revenues and the potential loss or degradation of reciprocal switching rights at multiple locations that would exacerbate these losses by constraining IAIS's ability to legitimately compete for future business. A robust US rail network relies upon robust Class II railroads. Depriving IAIS of the ability to compete in the marketplace will lead to reduced IAIS capital investment to the detriment of already existing shippers, who themselves have located their businesses on IAIS specifically because of the efficient alternative service and connections to all Class I carriers that IAIS provides. An unconditioned UP-NS merger will narrow the route options currently available to Iowa, Illinois and Nebraska shippers and thus restrict geographic rail competition in the region. The consequences of a less than robust IAIS affect both current and future customers, hindering further industrial development in the communities that IAIS serves. The STB has the authority to address these real adverse merger impacts and serve its stated policy goals of protecting and advancing the interests of Class II railroads. If the STB ultimately decides to approve the UP-NS combination, it only should do so subject to the conditions that IAIS has requested, including the conditions that I described above.

VERIFICATION

I, Carrie Evans, state under penalty of perjury that the foregoing is true and correct. Further, I certify that I am qualified and authorized to file this Verified Statement. Executed on November 16, 2026.

Carrie Evans

Carrie Evans

Exhibit 1

NS 8001

SWITCHING & ABSORPTION TARIFF

LOCAL AND JOINT FREIGHT TARIFF PUBLISHING RULES AND CHARGES ON SWITCHING AND ABSORPTION OF SWITCH CHARGES AT STATIONS ON NORFOLK SOUTHERN RAILWAY COMPANY

Effective: August 1, 2026

Issued: July 20, 2026

Issued By:
Pricing Services
Norfolk Southern Railway Company
and Consolidated Subsidiaries
650 West Peachtree St NW
Atlanta, GA 30308

NORFOLK SOUTHERN



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ITEM 7440 - LEE CREEK, NC

ITEM 7450 - MANSFIELD, OH

ITEM 7460 - MEREDOSIA, IL

ITEM 7470 -MOREHEAD CITY, NC

ITEM 7480 - NEW ORLEANS, LA

ITEM 7485 - NIXON, GA
ITEM 7490 - PHILADELPHIA, PA
ITEM 7500 - PITTSBURGH, PA
ITEM 7505 - PORT WENTWORTH, GA
ITEM 7510 - RICHMOND, VA
ITEM 7520 - ST. LOUIS, MO
ITEM 7530 - ST. LOUIS, MO
ITEM 7540 - ST. LOUIS, MO
ITEM 7550 - ST. LOUIS, MO
ITEM 7560 - ST. LOUIS, MO
ITEM 7570 - ST. LOUIS, MO
ITEM 7575 - SAVANNAH, GA
ITEM 7580 - SOUTH POINT, OH
ITEM 7590 - TRENTON, MI
ITEM 7600 - TOLEDO, OH
ITEM 7610 - UNION LANDING, OH
ITEM 7620 - WENTZVILLE, MO
SECTION 8 ABBREVIATIONS
ITEM 8000 - ABBREVIATIONS EXPLANATION
SUMMARY OF REVISIONS

CANCELLATION NOTICE

This tariff cancels:

Tariff	Extent of Cancellation
NS 8001	Rules and Charges for Accessorial Services transferred to NS 8002-A

PARTICIPATING CARRIERS

ABBREVIATION	NAME OF CARRIER
NS	Norfolk Southern Railway Company. On behalf of the following carriers: Norfolk Southern Railway Company Norfolk and Western Railway Company Alabama Great Southern Railroad Company, The Atlantic and East Carolina Railway Company Camp Lejeune Railroad Company Central of Georgia Railroad Company Chesapeake Western Railway Cincinnati, New Orleans and Texas Pacific Railway Company, The Georgia Southern and Florida Railway Company Tennessee Railway Company

CARRIER ABBREVIATIONS

ABBREVIATION	NAME OF CARRIER
AA	Ann Arbor Railroad
ALS	Alton & Southern Railway Company
AR	Aberdeen and Rockfish Railroad Company
ASRY	Ashland Railway Company
BB	Buckingham Branch Railroad Company
BHRR	Birmingham Terminal Railway
BNSF	Burlington Northern and Santa Fe Railroad Company, The
BOCT	Baltimore and Ohio Chicago Terminal Railroad Company
BPRR	Buffalo & Pittsburgh Railroad, Inc.
BRC	Belt Railway Company of Chicago
BRW	Black River & Western Corporation
BSOR	Buffalo Southern Railroad, Inc.

BVRY.....Brandywine Valley Railroad Company
CA.....Chesapeake & Albemarle
CCRL.....Cleveland Commercial Railroad
CERA.....Central Railroad Company of Indianapolis
CHR.....Chestnut Ridge Railway Company
CIND.....Central Railroad Company of Indiana, The
CMR.....Central Midland Railway Company
CN.....Canadian National Railways
CPRS.....Canadian Pacific Railway
CRL.....Chicago Rail Link
CSS.....Chicago Southshore & South Bend Railroad
CSXT.....CSX Transportation, Inc.
CTER.....Cincinnati Terminal Railway Company, The
CTN.....Canton Railroad Company
CUOH.....Columbus & Ohio River Rail Road Company, The
CWRO.....Cleveland Works Railway Co.
DC.....Delray Connecting Railroad Company
DREI.....Decatur & Eastern Illinois Railroad
EEC.....East Erie Commercial Railroad
ESHR.....Eastern Shore Railroad, Inc.
ETRY.....East Tennessee Railway, L.P.
FEC.....Florida East Coast Railway Company
FIR.....Flats Industrial Railroad Company
GC.....Georgia Central Railway, L.P.
GFRR.....Georgia & Florida RailNet, Inc.
GRWR.....Great Walton Railroad Company, Inc.
GSWR.....Georgia Southwestern Division,
South Carolina Central Railroad Company, Inc.
GWWR.....Gateway Western Railway Company
IAIS.....Iowa Interstate Railroad, Ltd.
ICRK.....Indian Creek Railroad Company
IHB.....Indiana Harbor Belt Railroad Company
IMRR.....Illinois & Midland Railroad, Inc.
INRD.....Indiana Rail Road Company
IORY.....Indiana & Ohio Railway
ISRR.....Indiana Southern Railroad Company, Inc.
KBSR.....Kankakee, Beaverville and Southern Railroad Company
KJRY.....Keokuk Junction Railway Company
LIRC.....Louisville & Indiana Railroad Company
LMIC.....Lake Michigan & Indiana Railroad Company
LT.....Lake Terminal Railroad Company
MJ.....Manufacturers' Junction Railway Company
MNBR.....M & B Railroad L.L.C.
MNJ.....Middletown and New Jersey Railway Company, Inc.
MRS.....Manufacturers Railway Company
MS.....Michigan Shore Railroad, Inc.
MSE.....Mississippi Export Railroad Company
MVRY.....Mahoning Valley Railway Company
NOPB.....New Orleans Public Belt Railroad
NOW.....Northern Ohio & Western Railway, Ltd.

NPB	Norfolk and Portsmouth Belt Line Railroad Company
NSR	Newburgh and South Shore Railroad Company, The
NTRY	Nimishillen & Tuscarawas Railway Company
NYLE	New York & Lake Erie Railroad
NYSW	New York, Susquehanna and Western Railway Corp.
OHCR	Ohio Central Railroad, Inc.
OHPA	Ohio & Pennsylvania Railroad Company
OSRR	Ohio Southern Railroad Company
PAL	Paducah & Louisville Railway, Inc.
PBNE	Philadelphia, Bethlehem and New England Railroad Company
PBR	Patapsco & Back Rivers Railroad Company
POHC	Pittsburgh & Ohio Central Railroad Company
PR	Palmetto Railways
RSR	Rochester & Southern Railroad, Inc.
SAPT	Savannah Port Terminal Railroad Company, Inc.
SB	South Buffalo Railway Company
SH	Steelton & Highspire Railroad Company
ST	Springfield Terminal Railway Company
TASD	Terminal Railway, Alabama State Docks
TPW	Toledo, Peoria & Western Railway Corporation
TRRA	Terminal Railroad Association of St Louis
TTR	Talleyrand Terminal Railroad Company, Inc.
UMP	Upper Merion and Plymouth Railroad Company
UP	Union Pacific Railroad Company
URR	Union Railroad Company
VR	Valdosta Railway, L.P.
WCOR	Wellsboro & Corning Railroad
WE	Wheeling & Lake Erie Railway
WSOR	Wisconsin and Southern Railroad Company
WSS	Winston-Salem Southbound Railway Company
WW	Winchester and Western Railroad Company
YARR	Youngstown & Austintown Railroad Company

SECTION 1: RULES AND OTHER GOVERNING PROVISIONS

GENERAL RULES AND REGULATIONS; SPECIAL RULES AND REGULATIONS-LIMITED

ITEM 1000 - DESCRIPTION OF GOVERNING CLASSIFICATION AND EXCEPTIONS

The term "Uniform Freight Classification" when used herein means Freight Tariff UFC 6000-series.

ITEM 1010 - STATION LISTS AND CONDITIONS

This tariff is governed by OPSL 6000-series to the extent shown below:

A. For additions and abandonments of stations and except as otherwise shown herein, for prepay requirements, changes in names of stations, restrictions as to acceptance or delivery of freight and changes in station facilities.
B. When a station is abandoned as of a date specified in the above named tariff, the rates from and to such station, as published in this tariff, are inapplicable on and after that date.

ITEM 1020 - EXPLOSIVES, DANGEROUS ARTICLES

For rules and regulations governing the transportation of explosives and other dangerous articles, also specifications for shipping containers and restrictions governing the acceptance and transportation of explosives and other dangerous articles, see BOE 6000-series.

ITEM 1030 - REFERENCE TO TARIFFS, PRICE AUTHORITIES, ITEMS, NOTES, RULES, ETC.

Where reference is made in this tariff to tariffs, price authorities, items, notes, rules, etc., such references are continuous and include supplements to and successive issues of such price authorities and reissues of such items, notes, rules, etc.

ITEM 1040 - TERMINAL OR TRANSIT PRIVILEGES OR SERVICES

1. Shipments made under the rates contained in this tariff are entitled also to terminal and transit services and privileges, and are subject to the charges, allowances, rules, and regulations legally applicable thereto.
2. When such charges, allowances, rules, or regulations are provided for in separate price authorities; corresponding or conflicting provisions contained in this tariff will not apply.

ITEM 1050 - CONSECUTIVE NUMBERS

1. Where consecutive numbers are represented in this tariff by the first and last numbers connected by the word "to" or a hyphen, they will be understood to include both of the numbers shown.
2. If the first number only bears a reference mark, such reference mark also applies to the last number shown and to all numbers between the first and last numbers.

ITEM 1060 - CAPACITIES AND DIMENSIONS OF CARS

For marked capacities, lengths, dimensions and cubical capacities of cars, see Official Railway Equipment Register (RER 6413-series).

ITEM 1070 - NATIONAL SERVICE ORDERS

This tariff is subject to provisions of Tariff NSO 6100-series.

ITEM 1080 - REVISION NUMBERS

This tariff will be amended by reprinting the page and showing a revised effective date. A revised page cancels any uncancelled revised or original pages which bear the same page number.

ITEM 1090 - DEFINITION OF TERMS USED IN CONNECTION WITH CHARGES NAMED HEREIN

COMPETITIVE TRAFFIC - Competitive traffic is where the industry is located on a railroad performing the switching service and such road does itself or in connection with another road or roads, form a route via which local or joint through rates apply under which the switching road may secure a line-haul between the industry and the point of origin or destination of the shipment (See Exception).

EXCEPTION: Provisions of this Item will not apply in connection with the CSXT. (See Item 1330)

CONSTRUCTIVE PLACEMENT – When, due to some disability on the part of the consignor or consignee, a car cannot be placed for loading or unloading at a point previously designated by the consignor or consignee, and is placed elsewhere, it is considered as being under constructive placement and subject to demurrage rules and charges, the same as if it were actually placed at the designated point.

INDUSTRIAL TRACKS - A track serving a particular industry, whether located upon the property of NS or upon property owned or leased by the industry.

INTERCHANGE TRACKS - Interchange tracks are tracks on which cars are interchanged between NS and connecting lines.

INTERMEDIATE SWITCHING - A switching movement between interchange tracks of one carrier to interchange tracks of another carrier within the switching limits of the same station

INTERSTATE TRAFFIC -Traffic moving from a point in one state to a point in another state, or a shipment moving from a point in a state to another point in the same state but moving outside the state while in transit.

INTER-TERMINAL SWITCHING - A switching movement between an industrial track or team track on the tracks of NS and an industrial track or team track on connecting lines on traffic having origin and destination within the switching limits of the same station or industrial switching district. Charges of connecting carriers will be in addition to charges provided herein.

INTRASTATE TRAFFIC - Traffic moving from a point in a state to another point in the same state that does not move outside of the state while in transit.

INTRA-PLANT SWITCHING - A switching movement from one track to another or between two locations on the same track within the confines of the same (single) plant or industry.

INTRA-TERMINAL SWITCHING - A switching movement of traffic originating at and destined to points located on the tracks of this company within the switching limits of one station or industrial switching district.

LINE-HAUL – Movement between stations that are not located within the switching limits of the same station.

NON-COMPETITIVE TRAFFIC - Non-competitive traffic is where the industry is located on a railroad performing the switching service, and such road does not itself or in connection with another road or roads form a route via which local or joint through rates apply, under which the switching road may secure a line-haul between the industry and the point of origin or destination of the shipment Where reconsigning, stop-off, or transit privileges accorded on other lines prevent NS from participating in the movement as an originating or terminating line-haul carrier, such traffic will be considered to be non-competitive. (See Exception)

EXCEPTION: Provisions of this Item will not apply in connection with CSXT (See Item 1330)

RECIPROCAL SWITCHING - An arrangement between carriers serving the same station or switching district where the carrier physically serving the industry performs switching service for loading or unloading on behalf of the other carrier on shipments having an immediately preceding or following line-haul movement via the other carrier. NS will provide reciprocal switching only to or from NS customers specifically listed in Section 5 of this tariff. Line-haul shipments to or from NS customers not listed in Section 5 must move in NS line-haul service.

TEAM TRACK - A track or tracks assigned by NS for use of the general public. All team tracks are closed to reciprocal switching.

TERMINAL SWITCHING – An arrangement between carriers where only one carrier has access to physically serve the industry and performs the local switching service on behalf of the line haul carrier, unless otherwise agreed upon by both carriers. Interchange shall occur within the switching district.

ITEM 1100 - RULE FOR COMPUTING RATES ON CHARGES PER TON WHEN RATE OR CHARGE IS PUBLISHED PER 100 POUNDS

The rates or charges per 100 pounds will be converted to rates or charges per ton of 2000 pounds and applied per ton of 2000 pounds where provision is made that rates or charges apply per net ton of 2000 pounds and the rates or

charges so arrived at will apply per ton of 2240 pounds where provision is made that rates or charges apply per gross ton of 2240 pounds.

ITEM 1110 - NON-APPLICATION OF RATES ON SCRAP AUTOMOBILE BODIES

Charges provided in this tariff will not apply on Scrap Automobile Bodies, crushed flat, loose or in bundles, loaded on flat cars.

ITEM 1120 - SWITCHING CHARGE ON RAILROAD COMPANY MATERIAL

Railroad company material moving via owner line on non-revenue billing between industrial siding served by NS and interchange tracks with connecting line will be subject to the intra-terminal switching charge published in Section 7 of this tariff.

ITEM 1130 - CHARGES ON LOADED AND EMPTY CARS

1. Except as otherwise provided, the charges published in this tariff include:
   A. The switching of an empty car to be loaded and the return of the same car loaded.
   B. The switching of loaded car for unloading and the return of the same car empty.
2. Unless otherwise specified, if a car moves fully or partially loaded in each direction, switching charge will be assessed in each direction.

ITEM 1140 - EMPTY CARS RETURNED UNFIT FOR LOADING

When an empty car is received from a connecting carrier for loading by an industry located on the NS, and is refused by the industry because the car is not in proper condition to load and must be returned to the connecting carrier, a charge of **$450.00** per car will be assessed against the connecting carrier. The charge will be made for one direction only.

ITEM 1150 - TARIFF EXCEPTIONS

This tariff is not applicable and NS will not provide reciprocal switching services for the following:
1. Dimensional shipments;
2. Circus trains or show outfits;
3. Passenger and other railway equipment moving on own wheels. For provisions to apply, see NSRQ 4900-series, NSQ 71118-series for certain machinery commodities, or NSQ 40435-series for railway maintenance machinery.

Unless otherwise specified herein or agreed to by NS, reciprocal switching charges apply to manifest or block service (25 cars or less) only.

ITEM 1170 - ADDITIONAL CUT CHARGES

(See Notes 1 and 2)
At Origin:
The rates on unit train shipments of grain, grain products or soybeans, include the placement of the entire empty unit train in one cut at consignor's facility. When due to consignor's inability to take delivery of the entire train in one cut for loading, any additional cuts provided by NS will be assessed at a charge of **$8,500.00** per cut which will be in addition to the line-haul charges.

At Destination:
The rates on unit shipments of grain, grain products, or soybeans, include the placement of the entire loaded unit in one cut at consignee's facility. When due to consignee's inability to take delivery of the entire unit in one cut for

unloading, any additional cuts provided by NS will be assessed at a charge of **$8,500.00** per cut which will be in addition to the line-haul or switch charges.

Note 1: Subject to demurrage and storage rules and charges as provided in NS 6004 – Series.
Note 2: A cut is defined as the quantity (one or more) of cars delivered to and removed from the track or tracks of the consignee at destination.

ITEM 1180 - CARS BILLED "TO ORDER", ETC. WILL NOT BE HANDLED IN SWITCHING SERVICE

Cars will not be accepted for handling in intra-terminal or inter-terminal switching service under the provisions of this tariff if billed "to order," "to notify," "order care of," deliver only or surrender of "written order", "original bill of lading," "draft" or any other document.

ITEM 1200 - CARS HELD FOR DIVERSION OR RECONSIGNMENT ON NS

Except as otherwise provided, cars received from and/or delivered to connections, which are held for diversion or reconsignment on tracks of the NS awaiting placement on consignee's private or assigned siding served by the NS, and which are diverted or reconsigned to destinations on roads other than NS beyond the original destination will be subject to reciprocal switching charge, in each direction, between interchange with connections and the original consignee's private or assigned siding. No switching charge will be assessed on the outbound movement when NS is accorded the outbound line-haul movement.

ITEM 1210 - HAZARDOUS WASTE

When switching service provided in this tariff is performed by NS on hazardous waste, the provisions of Tariff NS 6303-series will apply.

ITEM 1220 - SWITCHING WITHOUT CHARGE

No charge will be made for switching carload shipments to or from tracks or private or assigned sidings served by NS or interchange tracks of industries connected with NS when the switching service immediately precedes or follows a revenue line-haul over NS.

ITEM 1230 - CHANGES IN OR ADDITION OF FIRMS OR INDUSTRIES AT STATIONS IN THE UNITED STATES

NS will only switch line haul traffic to or from connections and firms, individuals, and industries on NS named herein. New firms, individuals, or industries which locate on NS will not be subject to reciprocal switching unless and until listed herein.

ITEM 1240 - CAR DEMURRAGE RULES AND REGULATIONS

Except where otherwise provided, all cars handled under the provisions of this tariff will be subject to demurrage and storage rules and charges as provided in Tariff NS 6004-series.

ITEM 1250 - FREIGHT TRAFFIC RECONSIGNED VIA SWITCHING ROAD

When cars are switched from connections, placed for delivery to consignees, and later reconsigned for line-haul via NS, subject to joint through rate from original point of shipment to ultimate destination, the same charge will be made for return of car to terminal yard as for original movement from connecting road, providing specific charge is not already in effect.

ITEM 1260 - DEMANDING PAYMENT ON ORDER NOTIFY OR STRAIGHT BILLS OF LADING SHIPMENTS BEFORE MAKING DELIVERY TO SWITCHING LINES

1. Freight for delivery to a switching connection at destination, whether for public track, private or other siding, when such connection performs switching only, will not be delivered to such connection until all assessed charges are paid (Note 1).
2. When such freight is consigned "Order Notify" or when moving under straight bills of lading which carry a provision (See Section 4, Rule 7, Tariff UFC 6000-series) requiring the surrender of bill of lading, written order, or other document before making delivery (including shipments consigned to one party, notify or advise another party) (Note 2), it will not be delivered to such connection until the bill of lading, written order or other document (or approved security in lieu thereof when the bill of lading has been delayed or lost) has been surrendered.
3. If cars are held for payment of lawful charges or for surrender of bills of lading, pending such delivery, they will be subject to demurrage rules and charges.

EXPLANATION OF NOTES:

Note 1 - If consignees are on the authorized credit list, they will be assumed, for the purpose of this item, to have paid all charges referred to.

Note 2 - Intra-plant, intra-terminal or inter-terminal switching will not be performed on shipments moving under the provisions of this item.

ITEM 1270 - PREPAYMENT OF CHARGES

1. All charges under this tariff must be prepaid or satisfactorily arranged for.
2. No charge of any kind will be advanced on line-haul cars switched to connecting lines nor will line-haul cars bearing advance charges be accepted from connecting lines for handling under the provisions of this tariff.

ITEM 1280 - SHIPMENTS REQUIRING TWO OR MORE CARS

Except as otherwise provided, when shipments are loaded in so called articulated cars (two or more units permanently or temporarily joined together), or when a shipments require two or more cars for transportation, switching charges will be assessed for each car.

ITEM 1290 - SWITCHING SERVICE WHERE NO CHARGES ARE PROVIDED HEREIN

Where no switching charge is provided in this tariff, switching service will not be performed.

ITEM 1300 - NON ABSORPTION OF INTERMEDIATE CARRIER'S SWITCH CHARGE

Except as otherwise provided, when NS Reciprocal Switching Charge is absorbed in whole or in part by a connecting line-haul carrier, and interchange between NS and the line-haul carrier is effected by an intermediate carrier, applicable tariff charges assessed by the intermediate carrier for the switch movement of a loaded freight car from or to the connecting line-haul carrier or for the return of an empty car to the line-haul carrier will be in addition to the NS Reciprocal Switching Charge.

ITEM 1310 - BIRMINGHAM DISTRICT

(Applicable only when specific reference is made hereto)

Birmingham District embraces the following Alabama points reached by rails of NS:

Avondale	Fairfield	Thomas
Bessemer	Grasselli	West End
Birmingham	Irondale	Woodlawn
East Birmingham	North Birmingham	
Ensley	Phoenixville	

ITEM 1320 - RECIPROCAL SWITCHING OF NON-COMPETITIVE TRAFFIC

(Applicable only when specific reference is made hereto)
NS will perform reciprocal switching only on non-competitive traffic as described herein. (See Exception)

Non-competitive traffic is where the industry is located on a railroad performing the switching service, and such road does not itself or in connection with another road or roads form a route via which local or joint through rates apply, under which the switching road may secure a line-haul between the industry and the point of origin or destination of the shipment).

EXCEPTION: Provisions of this Item will not apply in connection with the CSXT. (See Item 1330)

ITEM 1330 - LIMITATION ON RECIPROCAL SWITCHING

(Applicable only when specific reference is made hereto)
A. NS will perform reciprocal switching at origin when:
   1 The destination station is a local station on the originating line-haul carrier; and
   2. The destination station is served by a line-haul carrier whose only interchange is with the originating line-haul carrier; and
   3. The destination station is not served by NS, but is served exclusively by the originating line-haul carrier and one or more other carriers which also serve the origin.
B. NS will perform reciprocal switching at destination when:
   1. The origin station is a local station on the destination line-haul carrier; and
   2. The origin station is served by a line-haul carrier whose only interchange is with the destination line-haul carrier; and
   3. The origin station is not served by NS, but is served exclusively by the destination line-haul carrier and one or more other carriers which also serve the destination.

ITEM 1340 - LIMITATION ON RECIPROCAL SWITCHING

(Applicable only when specific reference is made hereto)
A. NS will perform reciprocal switching at origin when:
   1 The destination station is a local station on the originating line-haul carrier; and
   2. The destination station is served by a line-haul carrier whose only interchange is with the originating line-haul carrier; and
   3. The destination station is not served by NS, but is served exclusively by the originating line-haul carrier and one or more other carriers which also serve the origin; and
   4. The consignee is closed to NS at destination.
B. NS will perform reciprocal switching at destination when:
   1. The origin station is a local station on the destination line-haul carrier; and
   2. The origin station is served by a line-haul carrier whose only interchange is with the destination line-haul carrier; and
   3. The origin station is not served by NS, but is served exclusively by the destination line-haul carrier and one or more other carriers which also serve the destination; and
   4. The consignor is closed to NS at origin.

ITEM 1350 - RECIPROCAL SWITCHING FOR RESTRICTED INDUSTRIES

When Reciprocal Switching for a given Customer facility is noted as restricted in Section 5, NS may require the line-haul carrier to provide sufficient documentation to verify that the shipment is eligible for reciprocal switching before we accept the railcar.

- NS may audit the line-haul carrier's records to confirm that all cars switched into that Customer's facility were eligible for reciprocal switching
- Railcars delivered for reciprocal switching in violation of a restriction shall be subject to NS line-haul charges for the railcar's movement

SECTION 2: ABSORPTION OF SWITCH CHARGES

RULES AND REGULATIONS GOVERNING ABSORPTION OF CONNECTING LINES SWITCHING CHARGES - LISTED ALPHABETICALLY BY STATION

ITEM 2000 – ABSORPTION OF SWITCH CHARGES – GENERAL APPLICATION

AT ORIGIN AND DESTINATION
Except as otherwise provided, NS will absorb connecting lines' terminal switching and trackage charges, also the charges of intermediate lines, where necessary, on loaded cars originating on or for delivery on connecting lines' tracks on which NS has had or will have a line-haul movement into or out of the point at which the terminal service is performed.

AT INTERMEDIATE JUNCTION POINTS
Except as otherwise provided, the intermediate carriers switching charges at junction points will be absorbed by NS on shipments delivered to connections and charged at joint through rates or charged at rates to such junction points when consigned to destinations beyond.

EXCEPTIONS:
1. The provisions of this item will NOT apply:
   A. Where a specific absorption rule is published.
   B. Where price authorities publishing line-haul rates provide that rates are exclusive of switching charges at point of origin and/or destination.
   C. In connection with switching charges assessed by connecting lines at transit, stop-off or reconsigning point on any traffic held, reconsigned or stopped in transit for any purpose, unless specifically provided for herein, or in price authorities granting the privilege.
2. NS will not absorb any special service switching charges assessed by other railroads.
3. NS will not absorb any switching charges originating or terminating at Port of Indiana.

SECTION 3: SWITCHING LIMITS

DEFINITION OF SWITCHING LIMITS AT SPECIFIC POINTS

ITEM 3000 – SWITCHING LIMITS – GENERAL

APPLICATION
1. Where the switching limits of a station are specifically defined in this tariff or OPSL 6000-series, the limits so defined include all tracks at such station, including track that may be within the corporate limits of another city, town, village or municipality.
2. Where the switching limits of a station are not specifically defined, the switching limits of such station include track located within the corporate limits of the same city, town, village or municipality.
3. Movements between locations within the same switching limits, as referred to in Paragraphs 1 and 2 will be at the applicable switching charge; line-haul rates or charges will not apply (Note 1).

EXPLANATION OF NOTES:
Note 1 -Line-haul switching rules and charges will not apply on shipments that originate and terminate within the same switching limits.

ITEM 3010 – ATLANTA, GA

Atlanta, GA industrial switching limits include the following stations:

Belt Jct., GA
Candlers Crossing, GA
Clifton, GA
Decatur, GA
East Point, GA
Hapeville, GA
Howells Transfer, GA
Lakewood Station, GA
Lee, GA
Mina, GA
Oakland City, GA
Oakhurst Siding, GA
Ormewood Station, GA
Wallace's Mill, GA

ITEM 3020 – BIRMINGHAM, AL

Birmingham, AL industrial switching limits include the following stations:

Avondale, AL
East Birmingham, AL
Woodlawn, AL

ITEM 3030 – CHICAGO, IL

Chicago, IL industrial switching limits include the following stations: (Note 1)

Ashburn, IL
Belt Junction, IL
Burnham, IL
Calumet Yard, IL
Team Tracks
Vehicle Unloading Facility
Chicago Ridge, IL
East Chicago, IN
Forest Hill, IL
Forty-Seventh St.(A.K.A. Bridgeport)
Freight House
Team Track
Grand Crossing, IL
Hammond, IN
Hegewisch, IL
Landers Yard, IL
Freight House
Team Tracks
TOFC Ramp
Oak Lawn, IL
Osborn, IN
Pullman Jct., IL
Rock Island Jct, IL
Solvay, IL (A.K.A. South Deering)
Stony Island, IL

EXPLANATION OF NOTE:
Note 1 -NS has the option to serve specific industries at the following stations under trackage rights agreements:

Dolton, IL (CWI)
Englewood, IL (CWI)
Kensington, IL (CWI)
East Chicago, IL (CSX)
Grasselli, IN (CSX)

ITEM 3040 –CINCINNATI, OH

Cincinnati, OH industrial switching limits include all locations in Hamilton County, OH (excluding Valley Jct., OH) and the following additional stations:

Avondale, OH
Bond Hill, OH
Devon, KY
Elmwood, OH
Erlanger, KY
Evanston, OH
Evendale, OH
Hyde Park, OH
Idlwild, OH
Ivorydale, OH
Ivorydale Jct, OH
Ludlow, KY
Mariemont, OH
Newburg, OH
Norwood, OH
Richwood, KY
Sharonville, OH
St. Bernard, OH

ITEM 3050 – EAST ST. LOUIS, IL

East St. Louis, IL industrial switching limits include the following stations:

Brooklyn, IL
Granite City, IL
Madison, IL
National City, IL
National Stock Yard, IL
Sauget, IL
Venice, IL

ITEM 3060 - KANSAS CITY, MO

Kansas City, MO industrial switching limits include the following stations:

Birmingham, MO
North Kansas City, MO
Randolph, MO
South Liberty, MO

ITEM 3070 - NEWARK, NJ

Newark, NJ industrial switching limits include the following stations:

Brills, NJ
Harrison, NJ
Kearny, NJ
Elizabeth-Port Authority Marine Terminal
Seaboard, NJ
Waverly, NJ

ITEM 3080 - ST. LOUIS, MO

St. Louis, MO industrial switching limits include the following stations:

Baden, MO
Ben Avis, MO
Berkeley, MO
Bridgeton, MO
Ferguson, MO
Jennings, MO
Luther, MO
Robertson, MO
St. Louis, MO

SECTION 4 – RECIPROCAL SWITCHING CHARGES

RECIPROCAL SWITCHING CHARGES - LISTED ALPHABETICALLY BY STATION *

*Notes indicated next to a station name apply to all carriers and customers indicated within, unless restricted further by carrier or industry. Such further restrictions will be indicated with a note next to the applicable carrier below or industry in Section 5.

ITEM 4000 - SPECIAL RECIPROCAL SWITCHING SERVICE

Upon request of consignor or consignee, and at the election of NS, special reciprocal switching service may be Performed as follows:

A. For the first five (5) cars in the same movement ..... **$1,361.00** per movement
B. For each additional car in excess of five (5) cars in the same movement .....**$168.00** per car
C. The charges in A. and B. will be in addition to the regular switching charge.
D. The special reciprocal switching charge will be assessed against the party requesting the service.

ITEM 4001 – TIH/PIH RECIPROCAL SWITCHING SERVICE

When shipments are tendered using TIH/PIH STCC's 29, 48, and 49, a rate of **$1,200.00** per car will apply.

ALTON, IL *ITEM 4005*

Between Industry and NS Interchange With:	Switching Charge ($ per car)
BNSF	$217.00
CN	$410.00
CPRS	$390.00
UP (See Note 1)	$295.00

EXPLANATION OF NOTE:
Note 1 - Charge of $250.00 per car for the following commodities:

Grain: STCC 01131, 01132, 01133, 01134, 01135, 01136, 01137, 01139, 01141, 01142, 01144, 01149, 01191, 01196, 01199.
Grain Products: STCC 20411, 20412, 20413, 20414, 20416, 20418, 20419, 20421, 20441, 20442, 20443, 20449, 20451, 20461, 20462, 20463, 20464, 20466, 20467, 20469,20823, 20831, 20839, 20859, 20911, 20914, 20921, 20923, 20931, 20933, 20939.

ATLANTA, GA — *ITEM 4010*

Including South Yard

Between Industry and NS Interchange With:	Switching Charge ($ per car)
CSXT	$500.00

AUGUSTA, GA — *ITEM 4015*

Between Industry and NS Interchange With:	Switching Charge ($ per car)
CSXT	$500.00

BALTIMORE, MD — *ITEM 4020*

Between Industry and NS Interchange With:	Switching Charge ($ per car)
CSXT (See Notes 1, 2)	$500.00

EXPLANATION OF NOTES:

Note 1 - NS does not perform any reciprocal switching in Baltimore, MD except that NS will switch cars between connection with CSXT in Baltimore, MD and customers located in the Dundalk Marine Terminal of the Maryland Port Authority as listed in Section 5 of this tariff. Charge applies only between connection with CSXT in Baltimore and Dundalk Marine Terminal on all commodities except finished vehicles, STCC 37-11x-xx. Charge on finished vehicles, STCC 37-11x-xx will be $490.00 per car.

Note 2 -When shipments are tendered using any of the following STCC's the below rates will apply:

STCC CODE	**Switching Charge**
35-2xx-xx thru 35-5xx-xx, 35-61x-xx thru 35-668-xx, 35-70x-xx thru 35-9xx-xx, ($ per car) 37-1xx-xx, 37-4xx-xx, 41-111-01 thru 41-111-42, 41-111-48 thru 41-111-55, 41-111-59 thru 41-111-67, 41-111-76 thru 41-114-11, 41-114-14 thru 41-114-60, 41-114-62, 41-114-63, 41-114-69 thru 41-114-86, 41-119-15	
Single carload	$1,889.00
Two or more carloads	$1,025.00
1929133 1929192 1929193 1929310 1929330 1931130 1931140 1931145 1931150 1931155 1931190 1931193 1931195 1931196 1931197 1931198 1931315 1961110 1991151 1991191 2892110 2892122 2892125 2892128 3711230 3711420 3722210 3769130 3769145 4111710 4611115	
One to nine carloads	$1,495.00
Ten or more carloads	$ 792.00
32-113-15, 34-33x-xx thru 34-43x-xx, 35-669-xx, 36-1xx-xx thru 36-2xx-xx, 36-4xx-xx, 36-6xx-xx thru 36-7xx-xx, 36-9xx-xx, 37-213-10, 37-221-xx, 37-299-19 thru 37-299-99, 41-111-5x thru 41-116-15, 49-081-02	
Single carload	$1,998.00
Two or more carloads	$1,134.00

LIST OF INDUSTRIES LOCATED ON NS IN BALTIMORE, MD

1. Except as otherwise provided in the list of industries in Section 5, there is no reciprocal switching at Baltimore, MD between NS and CSXT.
2. Cars moving via NS line haul to industries located on CSXT in Baltimore, MD will be rebilled at a charge of $250.00 per car for delivery to the CSXT connection in Baltimore, MD. CSXT charges will be in addition.
3. This item will not apply on traffic moving to or from Baltimore, MD on lawfully published rates which provide for junction routing between NS and CSXT via Baltimore or Bayview, MD.

BATTLE CREEK, MI — *ITEM 4025*

Between Industry and NS Interchange With:	Switching Charge ($ per car)
CN (See (Note 1)	$390.00

EXPLANATION OF NOTE:
Note 1 - Charge of $57.00 per car applies only on unit train shipments of not less than 6370 tons total, of 2000 pounds each, on one bill of lading on a single day from one consignor at one location.

BIRMINGHAM, AL (NOTE 1 & 2) — *ITEM 4045*

Including East Birmingham & Woodlawn, AL

Between Industry and NS Interchange With:	Switching Charge ($ per car)
BNSF	$200.00
CSXT	$500.00

EXPLANATION OF NOTES:
Note 1 -The NS has no direct interchange with connections at:
A. Avondale, Irondale, Thomas, and Woodlawn, AL
B. Ensley, AL, with CSXT.
C. North Birmingham, AL with BNSF or CSXT
Note 2 - A. On traffic to and from East Birmingham, and Woodlawn, AL, and points outside of the Birmingham District (See Item 1310), the NS will switch between NS industries and interchange with connections at Birmingham, AL at published switching charges, provided traffic moves under through line haul rates to or from East Birmingham or Woodlawn, AL
B. When through line haul rates are not published to or from East Birmingham or Woodlawn, and Birmingham, AL, line haul rates will be applied by virtue of these points being within the Birmingham, AL switching limits, apply switching charges in this tariff.

BUFFALO, NY — *ITEM 4065*

Including Cheektowaga & Hamburg, NY

Between Industry and NS Interchange With:	Switching Charge ($ per car)
BPRR	$250.00
CN	$463.00
CPRS	$463.00
CSXT	$500.00

CANTON, OH — *ITEM 4075*

Between Industry and NS Interchange With:	Switching Charge ($ per car)
WE	$525.00

CENTRALIA, IL — *ITEM 4080*

Between Industry and NS Interchange With:	Switching Charge ($ per car)
BNSF	$365.00
CN	$390.00

CHARLESTON, WV — *ITEM 4085*

Including West Charleston, WV

Between Industry and NS Interchange With:	Switching Charge ($ per car)
CSXT	$500.00

CHARLOTTE, NC — *ITEM 4090*

Including North Charlotte, NC

Between Industry and NS Interchange With:	Switching Charge ($ per car)
CSXT (Note 1)	$500.00

EXPLANATION OF NOTE:
Note 1 - Cinders, viz., coal, clay shale or slate; gravel; sand; and crushed stone originating at local stations served only by CSXT will be switched from interchange with CSXT at Charlotte, NC to plants of Exposaic Industries and Concrete

Supply Co., North Plant at North Charlotte, NC at a charge of $500.00 per car. Other traffic will not be switched between CSXT and these specific locations.

CHATTANOOGA, TN — *ITEM 4100*

Including Boyce & North Chattanooga, TN

Between Industry and NS Interchange With:	Switching Charge ($ per car)
CSXT	$500.00

CHICAGO, IL — *ITEM 4105*

Including Chicago Ashland Ave, Hammond, Rock Island Junction, Oak Lawn, & South Chicago

Between Industry and NS Interchange With:	Switching Charge ($ per car)
BNSF (See Note 3)	$620.00
CN	$850.00
CPRS (See Note 3)	$600.00
CSS	$250.00
CSXT (See Notes 1, 3)	$700.00
IAIS (See Notes 1, 3)	$610.00
INRD (See Note 3)	$420.00
UP (See Notes 2, 3)	$350.00
WSOR	$305.00

EXPLANATION OF NOTES:
Note 1 - Intermediate charges not subject to provision of Item 1300. Intermediate switching costs are absorbed.
Note 2 - Charge of $305.00 per car for the following commodities, Grain: STCC 01131, 01132, 01133, 01134, 01135, 01136, 01137, 01139, 01141, 01142, 01144, 01149, 01191, 01196, 01199.
Grain Products: STCC 20411, 20412, 20413, 20414, 20416, 20418, 20419, 20421, 20441, 20442, 20443, 20449, 20451, 20461, 20462, 20463, 20464, 20466, 20467, 20469, 20823, 20831, 20839, 20859, 20911, 20914, 20921, 20923, 20931, 20933, 20939.
Note 3 – BRC Intermediate charge not subject to provision of Item 1300. Intermediate switching costs are absorbed.

CHILLICOTHE, OH — *ITEM 4110*

Between Industry and NS Interchange With:	Switching Charge ($ per car)
CSXT	$500.00

CINCINNATI, OH — *ITEM 4115*

Including Devon, Erlanger, Evandale, Ivorydale, Lockland, Richwood, Sharonville, & St. Bernard

Between Industry and NS Interchange With:	Switching Charge ($ per car)
CIND	$390.00
CSXT	$500.00
IORY	$500.00

CLEVELAND, OH — *ITEM 4120*

Including Euclid, OH

Between Industry and NS Interchange With:	Switching Charge ($ per car)
CSXT	$1,000.00
WE	$250.00

COLUMBIA, SC — ITEM 4130

Including Lock Joint, SC

Between Industry and NS Interchange With:	Switching Charge ($ per car)
CSXT	$500.00

COLUMBUS, OH — ITEM 4135

Including Truro, OH

Between Industry and NS Interchange With:	Switching Charge ($ per car)
CSXT	$500.00
CSXT Grain Unit Train (See Note 1)	$750.00

EXPLANATION OF NOTE:
Note 1 -

- Charge applies to Grain Unit Trains – STCC 0113200 – 0113299, 0113700 – 0113799, 011400 - 0114499
- A Grain Unit Train must meet the following specifications in order to qualify for a *unit train* switch:
  - A minimum of 48 hours' written notification to Customer Service
  - A minimum of 80 cars
  - All cars in the train must contain the same commodity (STCC)
  - Maximum train size of 100 cars
- If the above requirements are met, NS Transportation will agree to interchange the entire unit train at once for the unit train switching charge outlined in the tariff.
- Trains that are less than 80 cars will be switched in manifest service in block sizes determined by local NS Transportation, but not greater than 25-car blocks.

COOSA PINES, AL — ITEM 4160

Note - The CSXT and NS operate joint terminals. NS has access to industries in Section 5 per operating agreement with CSXT.

CORDELE, GA — ITEM 4140

Between Industry and NS Interchange With:	Switching Charge ($ per car)
CSXT	$500.00

CRAWFORDSVILLE, IN — ITEM 4145

Note - NS has access to industries in Section 5 per operating agreement with CSXT.

DANVILLE, IL — ITEM 4155

Interchange at Lafayette, IN

Between Industry and NS Interchange With:	Switching Charge ($ per car)
CSXT	$500.00
KBSR	$151.00
UP (See Note 1)	$295.00

EXPLANATION OF NOTE:
Note 1 - Charge of $250.00 per car for the following commodities:
Grain: STCC 01131, 01132, 01133, 01134, 01135, 01136, 01137, 01139, 01141, 01142, 01144, 01149, 01191, 01196, 01199.

Grain Products: STCC 20411, 20412, 20413, 20414, 20416, 20418, 20419, 20421, 20441, 20442, 20443, 20449, 20451, 20461, 20462, 20463, 20464, 20466, 20467, 20469,20823, 20831, 20839, 20859, 20911, 20914, 20921, 20923, 20931, 20933, 20939.

DECATUR, AL — *ITEM 4165*

Between Industry and NS Interchange With:	Switching Charge ($ per car)
CSXT	$500.00

DECATUR, IL — *ITEM 4170*

Between Industry and NS Interchange With:	Switching Charge ($ per car)
CN	$475.00
DREI	$500.00

DEMOPOLIS, AL — *ITEM 4175*

Including Spocari

Between Industry and NS Interchange With:	Switching Charge ($ per car)
AGR	$600.00
BNSF (via AGR haulage)	$600.00

DES MOINES, IA — *ITEM 4180*

Between Industry and NS Interchange With:	Switching Charge ($ per car)
BNSF	$302.00
BNSF Grain Unit Train (See Note 2)	$552.00
IAIS	$302.00
IAIS Grain Unit Train (See Note 2)	$552.00
UP (See Note 1)	$295.00
UP Grain Unit Train (See Note 2)	$500.00

EXPLANATION OF NOTES:

Note 1 – Charge of $250.00 per car for the following commodities:

Grain: STCC 01131, 01132, 01133, 01134, 01135, 01136, 01137, 01139, 01141, 01142, 01144, 01149, 01191, 01196, 01199.

Grain Products: STCC 20411, 20412, 20413, 20414, 20416, 20418, 20419, 20421, 20441, 20442, 20443, 20449, 20451, 20461, 20462, 20463, 20464, 20466, 20467, 20469,20823, 20831, 20839, 20859, 20911, 20914, 20921, 20923, 20931, 20933, 20939.

Note 2 –

- Charge applies to Grain Unit Trains STCC 0113200 – 0113299, 0113700 – 0113799, 0114400 – 0114499.
- A Grain Unit Train must meet the following specifications in order to qualify for a unit train switch:
  A minimum of 48 hours' written notification to Customer Service
  - A minimum of 80 cars
  - All cars in the train must contain the same commodity (STCC)
  - Maximum train size of 90 cars
- If the above requirements are met, NS Transportation will agree to interchange the entire unit train at once for the unit train switching charge outlined in the tariff.
- Trains that are less than 80 cars will be switched in manifest service in block sizes determined by local NS Transportation, but not greater than 25-car blocks.

DETROIT, MI — *ITEM 4185*

Including Center Line, Livernois, Oakwood, River Rouge, Romulus, Wayne, Trenton, Warren, & Dearborn

Between Industry and NS Interchange With:	Switching Charge ($ per car)
CN	$550.00
CPRS	$390.00
CSXT	$500.00

DURHAM, NC — *ITEM 4205*

Between Industry and NS Interchange With:	Switching Charge ($ per car)
CSXT	$500.00

DWIGHT, IL — *ITEM 4210*

Between Industry and NS Interchange With:	Switching Charge ($ per car)
UP (See Note 1)	$295.00

EXPLANATION OF NOTE:
Note 1 - Charge of $250.00 per car for the following commodities:
Grain: STCC 01131, 01132, 01133, 01134, 01135, 01136, 01137, 01139, 01141, 01142, 01144, 01149, 01191, 01196, 01199.
Grain Products: STCC 20411, 20412, 20413, 20414, 20416, 20418, 20419, 20421, 20441, 20442, 20443, 20449, 20451, 20461, 20462, 20463, 20464, 20466, 20467, 20469,20823, 20831, 20839, 20859, 20911, 20914, 20921, 20923, 20931, 20933, 20939.

EAST ST. LOUIS, IL (***NOTE 1***) — *ITEM 4215 & 5240*

Including Granite City

Between Industry and NS Interchange With:	Switching Charge ($ per car)
BNSF (Note 3)	$525.00
CN	$525.00
CSXT	$615.00
CPRS (Note 3)	$505.00
CMR	$365.00
UP (Note 2)	$525.00

EXPLANATION OF NOTES:

Note 1 - Intermediate charges not subject to provision of Item 1300. Intermediate switching costs are absorbed.

Note 2 - Charge of $480.00 per car for the following commodities, Grain: STCC 01131, 01132, 01133, 01134,

01135, 01136, 01137, 01139, 01141, 01142, 01144, 01149, 01191, 01196, 01199.

Grain Products: STCC 20411, 20412, 20413, 20414, 20416, 20418, 20419, 20421, 20441, 20442, 20443, 20449, 20451, 20461, 20462, 20463, 20464, 20466, 20467, 20469, 20823, 20831, 20839, 20859, 20911, 20914, 20921, 20923, 20931, 20933, 20939.

Note 3 – Charge of $295.00 per car for commodities STCC 01 and 20, when consigned to Bulk Services, Granite City, IL.

NS INTERCHANGE WITH CONNECTING LINES

(For information only)

ROAD	INTERCHANGE POINT	METHOD OF INTERCHANGE
ALS	Edwardsville Road	Direct
ALS	Mitchell	Direct
BNSF	Granite City	Direct
BNSF	Madison/Granite City	Via TRRA
BSDA	Mitchell/Granite City	Via ALS Via UP
CN	Madison	Via ALS
CN	Venice	Via GWWR
CSXT	Madison/Granite City	Via TRRA
GWWE	Venice	Direct
GWWR	Venice	Direct
CMR	Madison/Granite City	Via TRRA
MRS	Madison	Via ALS Via UP
TRRA	Madison/Granite City	Direct
UP	Madison	Direct

ERIE, PA — *ITEM 4230*

Between Industry and NS Interchange With:	Switching Charge ($ per car)
CSXT	$500.00

EVANSVILLE, IN — *ITEM 4240*

Between Industry and NS Interchange With:	Switching Charge ($ per car)
CSXT	$500.00

FINDLAY, OH — *ITEM 4245*

Between Industry and NS Interchange With:	Switching Charge ($ per car)
CSXT	$500.00
CSXT Grain Unit Train (See Note 1)	$750.00

EXPLANATION OF NOTE:
Note 1 –

- Charge applies to Grain Unit Trains STCC 0113200 – 0113299, 0113700 – 0113799, 0114400 – 0114499.
- A Grain Unit Train must meet the following specifications in order to qualify for a unit train switch:
  A minimum of 48 hours' written notification to Customer Service
  - A minimum of 80 cars
  - All cars in the train must contain the same commodity (STCC)
  - Maximum train size of 90 cars
- If the above requirements are met, NS Transportation will agree to interchange the entire unit train at once for the unit train switching charge outlined in the tariff.
- Trains that are less than 80 cars will be switched in manifest service in block sizes determined by local NS Transportation, but not greater than 25-car blocks.

FT. WAYNE, IN — *ITEM 4250*

Between Industry and NS Interchange With:	Switching Charge ($ per car)
CFE	$250.00

FOSTORIA, OH — *ITEM 4255*

Between Industry and NS Interchange With:	Switching Charge ($ per car)
CSXT	$500.00
CSXT Grain Unit Train (See Note 1)	$750.00

EXPLANATION OF NOTE:
Note 1 –

- Charge applies to Grain Unit Trains STCC 0113200 – 0113299, 0113700 – 0113799, 0114400 – 0114499.
- A Grain Unit Train must meet the following specifications in order to qualify for a unit train switch:
  A minimum of 48 hours' written notification to Customer Service
  - A minimum of 80 cars
  - All cars in the train must contain the same commodity (STCC)
  - Maximum train size of 90 cars
- If the above requirements are met, NS Transportation will agree to interchange the entire unit train at once for the unit train switching charge outlined in the tariff.
- Trains that are less than 80 cars will be switched in manifest service in block sizes determined by local NS Transportation, but not greater than 25-car blocks.

FRANKFORT, IN ***(NOTE 1)*** — *ITEM 4260*

Interchange at Kokomo, IN or Marion, IN

Between Industry and NS Interchange With:	Switching Charge ($ per car)
CERA (1 to 4 cars per switch)	$115.00
CERA (5 to 24 cars per switch)	$80.00
CERA (25 or more cars per switch)	$60.00

GAINESVILLE, GA — *ITEM 4265*

Between Industry and NS Interchange With:	Switching Charge ($ per car)
CSXT	$500.00

HAGERSTOWN, MD — *ITEM 4280*

Between Industry and NS Interchange With:	Switching Charge ($ per car)
CSXT	$500.00

HANNIBAL, MO — *ITEM 4285*

Between Industry and NS Interchange With:	Switching Charge ($ per car)
BNSF	$200.00

HATTIESBURG, MS — *ITEM 4295*

Between Industry and NS Interchange With:	Switching Charge ($ per car)
CN	$423.00

HOPEWELL, VA — *ITEM 4300*

Between Industry and NS Interchange With:	Switching Charge ($ per car)
CSXT	$500.00

INDIANAPOLIS, IN — *ITEM 4305*

For Information Only – Except as noted, NS has access to industries listed per operating agreement with CSXT. See secondary document "Section 5 – Industries Open to Switching."

JACKSONVILLE, FL — *ITEM 4310*

Between Industry and NS Interchange With:	Switching Charge ($ per car)
CSXT	$500.00
FEC	$119.00
TTR	$110.00

JACKSONVILLE, IL — *ITEM 4315*

Between Industry and NS Interchange With:	Switching Charge ($ per car)
BNSF	$200.00

JASPER, AL ***(SEE ITEM 1330)*** — *ITEM 4320*

Between Industry and NS Interchange With:	Switching Charge ($ per car)
BNSF	$175.00

KANKAKEE, IL — *ITEM 4335*

Between Industry and NS Interchange With:	Switching Charge ($ per car)
CN	$550.00

KANSAS CITY, MO — *ITEM 4340*

Including Birmingham, North Kansas City, Randolph, and South Liberty, MO

Between Industry and NS Interchange With:	Switching Charge ($ per car)
BNSF (See Note 1)	$365.00
ICE	$308.00
CPRS	$308.00
UP (See Note 2)	$295.00

EXPLANATION OF NOTES:
Note 1 – To or from industries at South Liberty, Mo. charge is $423.00 per car.
Note 2 - Charge of $250.00 per car for the following commodities:
Grain: STCC 01131, 01132, 01133, 01134, 01135, 01136, 01137, 01139, 01141, 01142, 01144, 01149, 01191, 01196, 01199.
Grain Products: STCC 20411, 20412, 20413, 20414, 20416, 20418, 20419, 20421, 20441, 20442, 20443, 20449, 20451, 20461, 20462, 20463, 20464, 20466, 20467, 20469,20823, 20831, 20839, 20859, 20911, 20914, 20921, 20923, 20931, 20933, 20939.

KENOVA, WV — *ITEM 4345*

Between Industry and NS Interchange With:	Switching Charge ($ per car)
CSXT	$500.00

KNOXVILLE, TN — *ITEM 4350*

Between Industry and NS Interchange With:	Switching Charge ($ per car)
CSXT	$500.00

LAFAYETTE, IN — *ITEM 4355*

Between Industry and NS Interchange With:	**Switching Charge ($ per car)**
CSXT	$500.00
KBSR (See Notes 1 and 2)	$131.00

EXPLANATION OF NOTES:
Note 1 - Charge of $84.00 per car on multiples of not less than fifty (50) cars per shipment, from one origin on grain or soybeans.
Note 2 - On traffic switched between Tate & Lyle and interchange tracks with KBSR, charge is $120.00 per car.

LANSING, MI — *ITEM 4365*

Between Industry and NS Interchange With:	Switching Charge ($ per car)
CN	$550.00
CSXT	$500.00

LEXINGTON, KY (SEE ITEM 1330) — *ITEM 4370*

Between Industry and NS Interchange With:	Switching Charge ($ per car)
CSXT	$500.00

LIMA, OH — *ITEM 4375*

Between Industry and NS Interchange With:	Switching Charge ($ per car)
IORY	$250.00
CFE (via IORY)	$250.00

LOUISVILLE, KY — *ITEM 4380*

Including Appliance Park

Between Industry and NS Interchange With:	Switching Charge ($ per car)
INRD (Note 1)	$349.00
INRD (Note 2)	$582.00
INRD (Note 3)	$219.00
CSXT (Note 1)	$381.00
CSXT (Note 2)	$582.00
LIRC (Note 1)	$381.00
LIRC (Note 2)	$582.00
PAL (Note 1)	$381.00
PAL (Note 2)	$582.00

EXPLANATION OF NOTES:
Note 1 - Applies only to or from original NS industries denoted as such in Section 5.
Note 2 - Applies only to or from former K&IT industries denoted as such in Section 5.
Note 3 - Applies only to or from Riverport industries denoted as such in Section 5.

LUDLOW, KY (NOTE 1, SEE ITEM 1320) — *ITEM 4385*

Between Industry and NS Interchange With:	Switching Charge ($ per car)
CN	$390.00
CSXT	$500.00
EXPLANATION OF NOTE: Note 1 - When in connection with CN, NS will switch only traffic originating or terminating at CN stations in Michigan, Ohio, Ontario, or Quebec. Other traffic involving CN will not be switched.	

LYNCHBURG, VA — *ITEM 4390*

Between Industry and NS Interchange With:	Switching Charge ($ per car)
CSXT	$500.00

MACON, GA (NOTE 1) — *ITEM 4395*

Including Riverwood

Between Industry and NS Interchange With:	Switching Charge ($ per car)
GC	$180.00
Note 1 - NS will switch only traffic originating or terminating at stations served only by GC.	

MARION, IN — *ITEM 4410*

Between Industry and NS Interchange With:	Switching Charge ($ per car)
CERA	$250.00

MARION, OH — *ITEM 4415*

Between Industry and NS Interchange With:	Switching Charge ($ per car)
CSXT	$500.00

MARTINS FERRY, OH — *ITEM 4420*

Interchange at Mingo Jct., OH

Between Industry and NS Interchange With:	Switching Charge ($ per car)
WE	$250.00

MEMPHIS, TN — *ITEM 4430*

Between Industry and NS Interchange With:	Switching Charge ($ per car)
BNSF	$365.00
CN	$550.00
CSXT	$500.00
UP (See Note 1)	$295.00

EXPLANATION OF NOTE:
Note 1 - Charge of $250.00 per car for the following commodities:
Grain: STCC 01131, 01132, 01133, 01134, 01135, 01136, 01137, 01139, 01141, 01142, 01144, 01149, 01191, 01196, 01199.
Grain Products: STCC 20411, 20412, 20413, 20414, 20416, 20418, 20419, 20421, 20441, 20442, 20443, 20449, 20451, 20461, 20462, 20463, 20464, 20466, 20467, 20469,20823, 20831, 20839, 20859, 20911, 20914, 20921, 20923, 20931, 20933, 20939 and 20961.

MERIDIAN, MS — *ITEM 4435*

Between Industry and NS Interchange With:	Switching Charge ($ per car)
MNBR	$173.00
CPRS	$173.00

MEXICO, MO — *ITEM 4440*

Between Industry and NS Interchange With:	Switching Charge ($ per car)
CPRS	$186.00

MIDDLETOWN, OH — *ITEM 4450*

Between Industry and NS Interchange With:	Switching Charge ($ per car)
CSXT	$500.00

MILAN, MI — *ITEM 4455*

Between Industry and NS Interchange With:	Switching Charge ($ per car)
AA	$216.00

MOBILE, AL — *ITEM 4460*

Including Chickasaw, Plateau, & Terminal Junction

Between Industry and NS Interchange With:	Switching Charge ($ per car)
AGR	$200.00
CN	$550.00
CSXT	$500.00
CPRS	$283.00

MOMENCE, IL — *ITEM 4465*

Between Industry and NS Interchange With:	Switching Charge ($ per car)
UP (See Note 1)	$295.00

EXPLANATION OF NOTE:
Note 1 - Charge of $250.00 per car for the following commodities:
Grain: STCC 01131, 01132, 01133, 01134, 01135, 01136, 01137, 01139, 01141, 01142, 01144, 01149, 01191, 01196, 01199.

Grain Products: STCC 20411, 20412, 20413, 20414, 20416, 20418, 20419, 20421, 20441, 20442, 20443, 20449, 20451, 20461, 20462, 20463, 20464, 20466, 20467, 20469,20823, 20831, 20839, 20859, 20911, 20914, 20921, 20923, 20931, 20933, 20939.

MONTGOMERY, AL — *ITEM 4475*

Note - Industries covered by Joint-Terminal Agreement with CSXT.

MT. VERNON, IL — *ITEM 4470*

Between Industry and NS Interchange With:	Switching Charge ($ per car)
UP (See Note 1)	$295.00

EXPLANATION OF NOTE:
Note 1 - Charge of $250.00 per car for the following commodities:
Grain: STCC 01131, 01132, 01133, 01134, 01135, 01136, 01137, 01139, 01141, 01142, 01144, 01149, 01191, 01196, 01199.
Grain Products: STCC 20411, 20412, 20413, 20414, 20416, 20418, 20419, 20421, 20441, 20442, 20443, 20449, 20451, 20461, 20462, 20463, 20464, 20466, 20467, 20469,20823, 20831, 20839, 20859, 20911, 20914, 20921, 20923, 20931, 20933, 20939.

NEW ORLEANS, LA ***(NOTE 3)*** — *ITEM 4480*

Including Chalmette, Three Oaks, and Braithwaite, LA

Between Industry and NS Interchange With:	Switching Charge ($ per car)
BNSF	$214.00
CN (See Note 2)	$500.00
CSXT (See Note 4)	$805.00
CSXT (Haz-Mat) (See Note 4)	$1,050.00
CPRS	$248.00
UP (See Note 1)	$295.00

EXPLANATION OF NOTES:
Note 1 - Charge of $250.00 per car for the following commodities, Grain: STCC 01131, 01132, 01133, 01134, 01135, 01136, 01137, 01139, 01141, 01142, 01144, 01149, 01191, 01196, 01199.
Grain Products: STCC 20411, 20412, 20413, 20414, 20416, 20418, 20419, 20421, 20441, 20442, 20443, 20449, 20451, 20461, 20462, 20463, 20464, 20466, 20467, 20469,20823, 20831, 20839, 20859, 20911, 20914, 20921, 20923, 20931, 20933, 20939.

Note 2 - When to or from Stolthaven at Braithwaite, LA the charge will be $321.00.

Note 3 - When shipments are tendered using any of the following STCC's the below rates will apply:

STCC CODE	**Switching Charge**
35-2xx-xx thru 35-5xx-xx, 35-61x-xx thru 35-668-xx, 35-70x-xx thru 35-9xx-xx, ($ per car)	
37-1xx-xx, 37-4xx-xx, 41-111-01 thru 41-111-42, 41-111-48 thru 41-111-55,	
41-111-59 thru 41-111-67, 41-111-76 thru 41-114-11, 41-114-14 thru 41-114-60,	
41-114-62, 41-114-63, 41-114-69 thru 41-114-86, 41-119-15	
Single carload	$1,889.00
Two or more carloads	$1,025.00
1929133 1929192 1929193 1929310 1929330 1931130 1931140 1931145	
1931150 1931155 1931190 1931193 1931195 1931196 1931197 1931198	
1931315 1961110 1991151 1991191 2892110 2892122 2892125 2892128	
3711230 3711420 3722210 3769130 3769145 4111710 4611115	
One to nine carloads	$1,495.00
Ten or more carloads	$ 792.00
32-113-15, 34-33x-xx thru 34-43x-xx, 35-669-xx, 36-1xx-xx thru 36-2xx-xx,	
36-4xx-xx, 36-6xx-xx thru 36-7xx-xx, 36-9xx-xx, 37-213-10, 37-221-xx,	
37-299-19 thru 37-299-99, 41-111-5x thru 41-116-15, 49-081-02	

Single carload	$1,998.00
Two or more carloads	$1,134.00

Note 4 – Intermediate switch charges are not subject to provision of Item 1300. Intermediate switching costs are absorbed.

NORFOLK, VA (NOTE 2) — *ITEM 4485*

Including Chesapeake & Lambert's Point

Between Industry and NS Interchange With:	Switching Charge ($ per car)
CSXT (Via NPB - Inbound)	$500.00
CSXT (Via NPB - Outbound) (Note 1)	$655.00
ESHR	$125.00

EXPLANATION OF NOTES:
Note 1 - Charge includes $155.00 NPB intermediate switching charge.
Note 2 - When shipments are tendered using any of the following STCC's the below rates will apply:

STCC CODE	Switching Charge
35-2xx-xx thru 35-5xx-xx, 35-61x-xx thru 35-668-xx, 35-70x-xx thru 35-9xx-xx, ($ per car) 37-1xx-xx, 37-4xx-xx, 41-111-01 thru 41-111-42, 41-111-48 thru 41-111-55, 41-111-59 thru 41-111-67, 41-111-76 thru 41-114-11, 41-114-14 thru 41-114-60, 41-114-62, 41-114-63, 41-114-69 thru 41-114-86, 41-119-15	
Single carload	$1,889.00
Two or more carloads	$1,025.00
1929133 1929192 1929193 1929310 1929330 1931130 1931140 1931145 1931150 1931155 1931190 1931193 1931195 1931196 1931197 1931198 1931315 1961110 1991151 1991191 2892110 2892122 2892125 2892128 3711230 3711420 3722210 3769130 3769145 4111710 4611115	
One to nine carloads	$1,495.00
Ten or more carloads	$ 792.00
32-113-15, 34-33x-xx thru 34-43x-xx, 35-669-xx, 36-1xx-xx thru 36-2xx-xx, 36-4xx-xx, 36-6xx-xx thru 36-7xx-xx, 36-9xx-xx, 37-213-10, 37-221-xx, 37-299-19 thru 37-299-99, 41-111-5x thru 41-116-15, 49-081-02	
Single carload	$1,998.00
Two or more carloads	$1,134.00

NORTH CHARLOTTE, NC — *ITEM 4490*

Between Industry and NS Interchange With:	Switching Charge ($ per car)
CSXT	Note 1

EXPLANATION OF NOTE:
Note 1 - Cinders, viz., coal, clay shale or slate; gravel; sand; and crushed stone originating at local stations served only by CSXT will be switched from interchange with CSXT at Charlotte, NC to plants if Exposaic Industries and Concrete Supply Co., North Plant at North Charlotte, NC at a charge of $500.00 per car. Other traffic will not be switched between CSXT and these locations.

NORTH EAST, PA — *ITEM 4500*

Interchange at Erie, PA

Between Industry and NS Interchange With:	Switching Charge ($ per car)
CSXT	$500.00

NORTON, VA — *ITEM 4640*

Interchange at St. Paul, VA

Industries served by CSXT or NS may be served directly by CSXT or NS under trackage rights agreement.

OPELIKA, AL — *ITEM 4505*

Industries jointly served by CSXT & NS. See Section 5 for list of industries.

ORANGEBURG, SC — *ITEM 4510*

Between Industry and NS Interchange With:	Switching Charge ($ per car)
CSXT	$500.00

ORRVILLE, OH — *ITEM 4515*

Between Industry and NS Interchange With:	
WE	$250.00

PERRY, OH — *ITEM 4520*

Including Fairport, Fairport Harbor, and Painesville, OH

Between Industry and NS Interchange With:	Switching Charge ($ per car)
CSXT	$500.00

PETERSBURG, VA — *ITEM 4525*

Between Industry and NS Interchange With:	
CSXT	$500.00

PHILADELPHIA, PA — *ITEM 4615*

FOR INFORMATION ONLY - THERE IS NO RECIPROCAL SWITCHING BETWEEN NS AND CONNECTIONS. For list of industries and facilities located on NS within the Philadelphia, PA switching limits with applicable zone locations, see Item 7490.

PITTSBURGH, PA — *ITEM 4620*

FOR INFORMATION ONLY - THERE IS NO RECIPROCAL SWITCHING BETWEEN NS AND CONNECTIONS. For list of industries and facilities located on NS within the Pittsburgh, PA switching limits, see Item 7500.

PRINCETON, IN — *ITEM 4530*

Between Industry and NS Interchange With:	
CSXT	$500.00

*QUINCY, IL (**NOTE 1**)* — *ITEM 4535*

Between Industry and NS Interchange With:	
BNSF	$200.00

EXPLANATION OF NOTES:
Note 1 - Switching performed for NS by BNSF under operating agreement.

RALEIGH, NC — *ITEM 4540*

Between Industry and NS Interchange With:	
CSXT	$500.00

RICHMOND, VA — *ITEM 4550*

Between Industry and NS Interchange With:	
CSXT	$500.00

ST. LOUIS, MO (NOTE 1) — *ITEM 4560*

Including Berkeley, Bridgeton, & Robertson

Between Industry and NS Interchange With:	Switching Charge ($ per car)
BNSF (direct)	$365.00
BNSF (via TRRA)	$365.00
CN (via TRRA)	$525.00
CSXT (via TRRA)	$615.00
CPRS (via TRRA)	$505.00
UP (via ALS/TRRA (Note 2)	$525.00

EXPLANATION OF NOTES:
Note 1 - Intermediate switch charges are not subject to provision of Item 1300. Intermediate switching costs are absorbed.
Note 2 - Charge of $480.00 per car for the following commodities, Grain: STCC 01131, 01132, 01133, 01134, 01135, 01136, 01137, 01139, 01141, 01142, 01144, 01149, 01191, 01196, 01199.
Grain Products: STCC 20411, 20412, 20413, 20414, 20416, 20418, 20419, 20421, 20441, 20442, 20443, 20449, 20451, 20461, 20462, 20463, 20464, 20466, 20467, 20469,20823, 20831, 20839, 20859, 20911, 20914, 20921, 20923, 20931, 20933, 20939.

LIMITS OF RATE DISTRICTS

RATE DISTRICT	CARRIER	LIMITS OF RATE DISTRICTS
1	BNSF(W)	Entire line within the city limits of St. Louis, MO, except as provided for opposite Rate District 1 1/2.
1 1/2	BNSF(W)	Line serving the St. Louis Water Works beginning at point of switch on main line located 375 feet South of BNSF Bridge No. 9.98 and Riverview Drive.
2	BNSF(W)..	Beyond St. Louis city limits to Prospect Hill, MO, inclusive.
2 ½	BNSF(W)	Beyond Prospect Hill, MO, to Larimore, MO, inclusive
8	UP	Chouteau Ave and 7th St to and including Grand Ave.
10	UP	West of Grand Ave to Kingshighway Blvd on main line inclusive.
11	UP	South of McRee Ave to and including Carondelet Park and West of Kingshighway Blvd to but not including Lake Jct on the main line.
12	MRS	Entire line.
13	UP	Lake Jct to and including Tuxedo Ave on the main line and from Lake Jct to but not including Matco, MO on the lake line.
13 ½	UP	West of Tuxedo Ave to & including Kirkwood, MO on the main line.
14	UP	Main Line points West of Kirkwood, MO, to and including Valley Park, MO.
16	UP	First and Poplar Sts to and including Utah St.
17	UP	South of Utah St to and including Bellerive Park.
18 (S)	UP	South of Bellervie Park to and including Arlee Ave.
18 (W)	UP	South of Carondelet Park to West of Stein and Vulcan St., including the Carondelet line Broadway to but not including Woodlawn Jct,Mo
19	UP	South of Arlee Ave to and including Jefferson Barracks, MO.

20	BNSF(North of Main Line)	Ewing Ave to Tower Grove Station.
21	BNSF(South of Main Line)	Ewing Ave to Tower Grove Station.
22	BNSF	West of Tower Grove Station to Hampton Ave.
23	BNSF	West of Hampton Avenue to Lindenwood Yards.
24	BNSF	West of Lindenwood Yard to Old Orchard, MO.
25	BNSF	South of Mutual, MO to Alpha, MO on Southern Division.
25 ½	BNSF	South of Alpha, MO to Lemay, MO, also Mile Post 19.8.
26	BNSF	West of Old Orchard to Kirkwood, MO, also main line from Southeast Junction to Mutual, MO on Southern Division.
27A	BNSF	West of Kirkwood, MO to Valley Park, MO.
27B	BNSF	West of Valley Park, MO to Chrysler Yard, except Overmyer spur.
27C	BNSF	Overmyer spur.
28	UP	Rock Island Jct, to the East side of Lindberg Boulevard inclusive; Olive Street Road to and including the East side of Lindberg Boulevard.
29	UP	West side of Lindberg Boulevard to and including East side of Interstate Highway I-270.
30	UP	West side of Interstate Highway I-270 to and including Vigus, MO.
31	TRRA (StLT)	All deliveries.
32		TRRA...Compton Ave. to 10th St., inclusive.
33	TRRA	Terminal Warehouses, Cupples Station.
34	TRRA(StLMBT)	8th to 12 Streets, inclusive.
36	TRRA(StLMBT)	Carr Street to Taylor Ave, inclusive.
37	TRRA	North and West Belts.
37 1/2	TRRA	St. Louis Ordnance Complex, 4500 Goodfellow Boulevard, St. Louis, MO.
38	TRRA(StLB&T)	Easton Ave, including Walton Road District, South of main line to Olive Street Road.
39	TRRA(St LB&T)	Olive Street Road end of line.
40	NS	Franklin Ave to East Grand Ave. inclusive.
40A	NS	St. Louis, MO.
41	NS	North of East Grand Ave to Harris Ave, inclusive.
42	NS	North of Harris Ave to Baden, MO, inclusive.
43	NS	North of Baden, MO to Hord Ave (South Side).
43 1/2	NS	Hord Ave., Northwest to and including a point 1,850 feet Northwest of West Florissant Blvd.
43 1/2A	NS	North and West of a point, 1,850 feet Northwest of West Florissant Blvd to Ferguson, MO West city Limits (.91 miles West of Ferguson, MO depot).
43 1/2B	NS	West of West city limits (.91 miles West of Ferguson, MO depot),to Mile Post 20 (3.6 miles West of the depot of Robertson, MO).
43 1/2C	NS	West of Mile Post 20 to and including Mile Post 21.
43 1/2D	NS	West of Mile Post 21 to foot of East approach of Missouri River Bridge (.4 mile West of Mile Post 21). Applicable only on non-competitive traffic (See Item 1330).
44	BSDA	22nd Street to Grand Ave., inclusive.
45	BSDA	West of Grand Ave to Boyle Ave., inclusive.
46	BSDA	West of Boyle Ave to Taylor Ave., inclusive.
47	BSDA	West of Delmar Ave to Page Ave., inclusive.
47A	NS	North of North Florissant Blvd, MP 10, St Louis line in Ferguson,Mo
47B	NS	North and West of a point 1,850 feet Northwest of West Florissant Blvd. (North St. Louis line) to Ferguson, MO West city limits (.91 miles West of Ferguson, MO, depot).

47C	NS	West of West city limits of Ferguson, MO (.91 miles West of Ferguson, MO, depot), to Mile Post 20 (3.6 miles West of the depot of Robertson, MO).
47D	NS	West of Mile Post 20 to and including Mile Post 21.
47E	NS	West of Mile Post 21 to foot of East approach of Missouri River Bridge (.4 mile West of Mile Post 21). Applicable only on non-competitive traffic (See Item 1330).

NS INTERCHANGE WITH CONNECTING LINES (Note 1)
(For information only)

ROAD	INTERCHANGE POINT	METHOD OF INTERCHANGE
BNSF	E. St. Louis, IL	Via TRRA
BNSF	Luther Yard	Direct
BSDA	E. St. Louis, IL	Via ALS Via UP
CN	Luther Yard	Via TRRA
CSXT	Luther Yard	Via TRRA
GWWR	Luther Yard	Via TRRA
MRS	Luther Yard	Via TRRA
TRRA	Luther Yard	Direct
UP	Luther Yard	Via TRRA

EXPLANATION OF NOTE:

Note 1 - Traffic also interchanged with line-haul carriers via the TRRA in the E. St. Louis. IL Switching Limits (See Item 5240).

SANDUSKY, OH — *ITEM 4625*

Note - NS performs switching under joint facilities agreement between NS/CSXT.

SAVANNAH, GA (NOTE 1) — *ITEM 4565*

Between Industry and NS Interchange With:	Switching Charge ($ per car)
CSXT	$500.00

EXPLANATION OF NOTE:
Note 1 - When shipments are tendered using any of the following STCC's the below rates will apply:

STCC CODE	Switching Charge
35-2xx-xx thru 35-5xx-xx, 35-61x-xx thru 35-668-xx, 35-70x-xx thru 35-9xx-xx, ($ per car)	
37-1xx-xx, 37-4xx-xx, 41-111-01 thru 41-111-42, 41-111-48 thru 41-111-55, 41-111-59 thru 41-111-67, 41-111-76 thru 41-114-11, 41-114-14 thru 41-114-60, 41-114-62, 41-114-63, 41-114-69 thru 41-114-86, 41-119-15	
Single carload	$1,889.00
Two or more carloads	$1,025.00
1929133 1929192 1929193 1929310 1929330 1931130 1931140 1931145 1931150 1931155 1931190 1931193 1931195 1931196 1931197 1931198 1931315 1961110 1991151 1991191 2892110 2892122 2892125 2892128 3711230 3711420 3722210 3769130 3769145 4111710 4611115	
One to nine carloads	$1,495.00
Ten or more carloads	$ 792.00
32-113-15, 34-33x-xx thru 34-43x-xx, 35-669-xx, 36-1xx-xx thru 36-2xx-xx, 36-4xx-xx, 36-6xx-xx thru 36-7xx-xx, 36-9xx-xx, 37-213-10, 37-221-xx, 37-299-19 thru 37-299-99, 41-111-5x thru 41-116-15, 49-081-02	
Single carload	$1,998.00
Two or more carloads	$1,134.00

SELMA, AL — *ITEM 4570*

Between Industry and NS Interchange With:	Switching Charge ($ per car)
CSXT	$500.00

SHARON, PA — *ITEM 4575*

Between Industry and NS Interchange With:	
CSXT	$500.00

SIDNEY, OH — *ITEM 4580*

Note - Except as noted, NS has access to these industries per operating agreement with CSXT.

SOUTH BEND, IN — *ITEM 4585*

Between Industry and NS Interchange With:	Switching Charge ($ per car)
CSS	$250.00

SPARTANBURG, SC — *ITEM 4590*

Between Industry and NS Interchange With:	Switching Charge ($ per car)
CSXT	$500.00

SUFFOLK, VA — *ITEM 4600*

Between Industry and NS Interchange With:	Switching Charge ($ per car)
CSXT	$500.00

TAYLORVILLE, IL — *ITEM 4605*

Between Industry and NS Interchange With:	Switching Charge ($ per car)
IMRR	$185.00
IMRR Grain Unit Train (See Note 1)	$435.00

EXPLANATION OF NOTE:
Note 1 - Charge applies to Grain Unit Trains STCC 0113200 – 0113299, 0113700 – 0113799, 0114400 – 0114499.

- A Grain Unit Train must meet the following specifications in order to qualify for a unit train switch:
  A minimum of 48 hours' written notification to Customer Service
  - A minimum of 80 cars
  - All cars in the train must contain the same commodity (STCC)
  - Maximum train size of 90 cars
- If the above requirements are met, NS Transportation will agree to interchange the entire unit train at once for the unit train switching charge outlined in the tariff.
- Trains that are less than 80 cars will be switched in manifest service in block sizes determined by local NS Transportation, but not greater than 25-car blocks.

TOLEDO, OH ***(NOTE 1)*** — *ITEM 4610*

Including Toledo Airline, Maumee, & Ottawa Lake

Between Industry and NS Interchange With:	Switching Charge ($ per car)

AA	$750.00
AA Grain Unit Train (See Note 2)	$1,000.00
CN	$750.00
CN Grain Unit Train (See Note 2)	$1,000.00
CSXT	$750.00
CSXT Grain Unit Train (See Note 2)	$1,000.00

EXPLANATION OF NOTES:
Note 1 -When shipments are tendered using Hazardous Material STCC's 29, 48, and 49, a rate of $1,200.00 per car will apply
Note 2 - Charge applies to Grain Unit Trains STCC 0113200 – 0113299, 0113700 – 0113799, 0114400 – 0114499.

- A Grain Unit Train must meet the following specifications in order to qualify for a unit train switch:
  A minimum of 48 hours' written notification to Customer Service
  - A minimum of 80 cars
  - All cars in the train must contain the same commodity (STCC)
  - Maximum train size of 90 cars (515 Illinois Ave.)
  - Maximum train size of 100 cars (6801 Memorial Hwy & 125 Edwin Dr.)
- If the above requirements are met, NS Transportation will agree to interchange the entire unit train at once for the unit train switching charge outlined in the tariff.
- Trains that are less than 80 cars will be switched in manifest service in block sizes determined by local NS Transportation, but not greater than 25-car blocks.

VALDOSTA, GA — *ITEM 4630*

Between Industry and NS Interchange With:	Switching Charge ($ per car)
CSXT (Note 1)	$500.00
GFRR (Note 2)	$65.00

EXPLANATION OF NOTES:
Note 1 - NS will only switch outbound Non-Competitive Traffic from Erco Technologies to interchange tracks with CSXT. Non-Competitive Traffic is where the industry is located on NS, and NS does not itself or in connection with another road or roads form a route via which local or joint through rates apply, under which NS may secure a line haul between the industry and the point of origin or destination of the shipment.
Note 2 - NS will only provide reciprocal switching between Archer Daniels Midland Co. and NS interchange tracks with the GFRR and only on traffic originating or terminating on the GFRR.

WAYNE, MI — *ITEM 4635*

Between Industry and NS Interchange With:	Switching Charge ($ per car)
CSXT	$500.00

WILSON, NC — *ITEM 4655*

Between Industry and NS Interchange With:	Switching Charge ($ per car)
CSXT	$500.00

WINSTON-SALEM, NC — *ITEM 4660*

Between Industry and NS Interchange With:	Switching Charge ($ per car)
CSXT (See Note 1)	$500.00

EXPLANATION OF NOTE:
Note 1 - NS will switch only traffic interchanged with the WSS for CSXT line-haul. Charges will be assessed against CSXT.

WOOD RIVER, IL — *ITEM 4665*

Including Roxana

Between Industry and NS Interchange With:	Switching Charge ($ per car)
CSXT	$500.00

CPRS	$390.00
UP (See Note 1)	$295.00

EXPLANATION OF NOTE:
Note 1 - Charge of $250.00 per car for the following commodities:
Grain: STCC 01131, 01132, 01133, 01134, 01135, 01136, 01137, 01139, 01141, 01142, 01144, 01149, 01191, 01196, 01199.
Grain Products: STCC 20411, 20412, 20413, 20414, 20416, 20418, 20419, 20421, 20441, 20442, 20443, 20449, 20451, 20461, 20462, 20463, 20464, 20466, 20467, 20469,20823, 20831, 20839, 20859, 20911, 20914, 20921, 20923, 20931, 20933, 20939.

SECTION 5 – INDUSTRIES SUBJECT TO RECIPROCAL SWITCHING CHARGES

SEE SECONDARY DOCUMENT "NS 8001 Section 5 – Industries Open to Switching"

SECTION 6: INTERMEDIATE SWITCHING

INTERMEDIATE SWITCHING CHARGES - LISTED ALPHABETICALLY BY STATION

ITEM 6000 - INTERMEDIATE SWITCHING - GENERAL APPLICATION

Except as otherwise provided, NS will assess an intermediate switching charge of **$500.00** per car against the carrier delivering the car to NS; applicable to either loaded or empty cars. When shipments are tendered using TIH/PIH STCC's 29, 48, and 49, a rate of **$1,200.00** per car will apply.

ITEM 6010 - SPECIAL INTERMEDIATE SWITCHING SERVICE

When an intermediate switching movement cannot be handled in regular train service, additional charges for the special handling will be assessed in addition to any other charges applicable to the movement. Additional charges are as follows:

A. For the first five (5) cars in the same movement ..... **$1,112.00** per movement

B. For each additional car in excess of five (5) cars in the same movement ..... **$ 138.00** per car

ITEM 6050 – CINCINNATI, OH

Between NS Points of Interchange With:	Switching Charge ($ per car)
CTER or IORY and CN or CSXT (Note 1)	**See Item 6000**
All Connecting Carriers (Notes 2, 3, 4)	**See Item 6000**

EXPLANATION OF NOTES:

Note 1 - Applicable per loaded car and includes free return of empty car.

Note 2 - NS will not accept in excess of 10 cars per switch from CN for interchange to CIND. Cars received in interchange from CN must be preblocked before delivery to NS.

Note 3 - NS will not accept in excess of 10 cars per switch from CIND for interchange to CN.

Note 4 - Charge to be billed to line-haul carrier and includes return of empty/loaded car.

ITEM 6060 - CLEVELAND, OH

Between NS Points of Interchange With:	Switching Charge ($ per car)
CSXT and FIR (Note 1)	**See Item 6000**
CSXT and CCRL (Note 1)	**$ 1,000.00**
All Other Connecting Carriers	**See Item 6000**

EXPLANATION OF NOTES:

Note 1 - Applicable per loaded car and includes free return of empty car.

ITEM 6070 - COLUMBUS, OH

Between NS Points of Interchange With:	Switching Charge ($ per car)
CSXT and CAMY (Note 1)	**$ 1,200.00**
All Other Connecting Carriers:	
Hazardous Commodities (48-49) Loads	**See Item 6000**
All Other Commodities Loads & Empties	**See Item 6000**

EXPLANATION OF NOTES:

Note 1 - Applicable per loaded car and includes free return of empty car.

ITEM 6090 - EAST ST. LOUIS, IL

Between NS Points of Interchange With:	Switching Charge ($ per car)
All Connecting Carriers (Note 1)	**See Item 6000**

EXPLANATION OF NOTE:

Note 1 - Charge to be billed to line-haul carrier and includes return of empty/loaded car.

ITEM 6110 - LANSING, MI

Between NS Points of Interchange With:	Switching Charge ($ per car)
CN and CSXT (Note 1).....	**See Item 6000**

EXPLANATION OF NOTE:

Note 1 - Applicable per loaded car and includes free return of empty car.

ITEM 6130 - MIDDLETOWN, OH

Between NS Points of Interchange With:	Switching Charge ($ per car)
All Other Connecting Carriers.....	**See Item 6000** (Note 1)
CSXT at Middletown, OH and IORY at Monroe, OH	**See Item 6000** (Note 2)

EXPLANATION OF NOTES

Note 1 - Applicable per loaded car and includes free return of empty car.

Note 2 - Applicable to blocks of not less than five (5) loaded cars and includes free return of empty cars.

ITEM 6150 - NORFOLK, VA

Between NS Points of Interchange With:	Switching Charge ($ per car)
CA and All Other Connecting Carriers	(Notes 1, 2)

EXPLANATION OF NOTES

Note 1 - NS will perform intermediate switching between CA and other connecting carriers as specified in interchange agreement, except as noted below:

NS will switch cars of grain (STCC 01) between interchange tracks with the CA and interchange tracks with the NPB, for Cargill, Inc., for a charge of **$500.00** per car. Charge will only apply on other than NS owned or leased equipment.

Note 2 - NS will bill and collect **$655.00** per car from CA:

(1) NS's intermediate switching charge of **$500.00** per car; and

(2) On behalf of NPB, NPB's intermediate switching charge of **$155.00** as published in Tariff NPB 8100 series.

ITEM 6160 - ST. LOUIS, MO

Between NS Points of Interchange With:	Switching Charge ($ per car)
All Connecting Carriers (Note 1)	**See Item 6000**

EXPLANATION OF NOTE:

Note 1 - Charge to be billed to line-haul carrier and includes return of empty/loaded car.

ITEM 6170 - SOUTH BEND, IN

Between NS Points of Interchange With:	Switching Charge ($ per car)
CSS and CN	**See Item 6000**

ITEM 6190 - VALDOSTA, GA

Between NS Points of Interchange With:	Switching Charge ($ per car)
All Connecting Carriers (Notes 1, 2)	**See Item 6000**

EXPLANATION OF NOTES:

Note 1 - NS will perform intermediate switching between GFRR and VR only on traffic originating or terminating on the VR on the one hand and originating or terminating on GFRR on the other.

Note 2 - Applicable only on loaded cars.

ITEM 6200 - YOUNGSTOWN, OH

Between NS Points of Interchange With:	Switching Charge ($ per car)
MVRY and OHPA	**See Item 6000**

SECTION 7: INDUSTRIAL SWITCHING

INTRA-PLANT, INTRA-TERMINAL AND INTER-TERMINAL SWITCHING CHARGES

LISTED ALPHABETICALLY BY STATION

ITEM 7000 – INTRA-PLANT, INTRA-TERMINAL, AND INTER-TERMINAL SWITCHING CHARGES – GENERAL

Does not apply to origin turnovers except when such turnovers involve movement to another carrier for road movement. Origin turnovers subject to NS 6004 Items 600, 1000 and 1100

Except as otherwise provided, NS will assess charges shown below for switching within the customary industrial switching limits of the same station:

Intra-plant Switching (Note 1) ..... **$ 275.00** per car
Intra-plant Switching (Note 2) ..... **$ 337.00** per car
Intra-Terminal Switching (Note 1)
- Privately-owned or leased equipment..... **$ 750.00** per car
- Railroad-owned or leased equipment..... **$ 750.00** per car
- Railroad-owned or leased equipment (Note 2)..... **$ 750.00** per car

Inter-Terminal Switching (Note 1)
- Privately-owned or leased equipment..... **$ 750.00** per car
- Railroad-owned or leased equipment..... **$ 750.00** per car
- Railroad-owned or leased equipment (Note 2)..... **$ 750.00** per car

EXPLANATION OF NOTES:
Note 1 - Will also apply as follows:

A. Between any two of the following Georgia points:
   Atlanta, East Point, Forest Park, Ft McPherson, Hapeville, GA
B. Between: Albany and West Albany, GA
   Armstrong and Macon GA
   Athens and Paradise, GA
   Brick Yard and Dixieland, GA
   Charlotte and North Charlotte, NC
   Columbus and Muscogee Jct. GA
   Columbus and North Columbus, GA
   Gastonia and West Gastonia, NC
   Glidden and Macon, GA
   Greenville and Paris, SC
   Muscogee Jct. and North Columbus, GA
C. Between any two of the following Alabama points:
   Birmingham, Avondale, East Birmingham, Woodlawn, AL

Note 2 - Charge applies on (1) Empty assigned Auto Parts Boxcars used for rack loading, or (2) any railroad-owned equipment that contains or is used for Motor Vehicle parts or Accessories.

ITEM 7020 - HAZARDOUS COMMODITIES

When cars loaded with hazardous material are switched by NS in intra-terminal or inter-terminal service, special charges of **$700.00** per car if commodity is classified as being a TIH described in (a) below, or **$131.00** per car if commodity is classified as being a hazardous material other than a TIH described in (b) below will be assessed. These charges are in addition to all other switching charges.

(a) Toxic Inhalation Hazards (TIH) and Inhalation Hazards (PIH), including all commodities listed in 49 CFR Table 172.101 (Hazardous Materials Table) with a Special Provision Code in Column 7 of 1 thru 6, or 13 as defined in 49 CFR §172.102. The terms TIH and PIH are synonymous as they apply to this Item. (See note)
(b) All other hazardous materials, hazardous substances, or hazardous wastes, other than TIH Material, requiring the use of 4-digit UN/NA identification number on shipping document, placards or panels, as named in 49 CFR Table 172.101 (Hazardous Materials Table).

Note:
TIH STCC codes: 4821019, 4821261, 4821722, 4830030,4904209 – 4904211, 4904879,4907409, 4907434, 4909306 – 4909307, 4910370, 4916138,4918180, 4918505, 4918507, 4920101 – 4920113, 4920115 – 4920116, 4920122, 4920135, 4920160, 4920164 – 4920165, 4920167, 4920173 – 4920175, 4920178, 4920180 – 4920181, 4920183 – 4920184, 4920187 – 4920189, 4920195 – 4920196, 4920300 – 4920325, 4920331,4920337, 4920342 – 4920344, 4920346 – 4920349, 4920351 – 4920360, 4920368 – 4920369, 4920371, 4920373, 4920375, 4920378 -4920383, 4920392, 4920394 – 4920396, 4920398 - 4920399, 4920502 – 4920505, 4920508 – 4920511, 4920513, 4920515 – 4920518, 4920522 – 4920523, 4920526 – 4920528, 4920530 – 4920531, 4920534 – 4920536, 4920547,4920550,4920556, 4920559, 4920570 – 4920571, 4920715, 4921000, 4921003 – 4921004, 4921006, 4921008 – 4921010, 4921016, 4921019 – 4921020, 4921023 – 4921024, 4921028, 4921063, 4921202, 4921207, 4921211, 4921213, 4921216, 4921239, 4921245, 4921248, 4921251 – 4921252, 4921254 – 4921255, 4921275, 4921287 – 4921288, 4921304, 4921401 – 4921402, 4921404 – 4921405, 4921413 – 4921414, 4921420, 4921438, 4921473, 4921487, 4921495, 4921497, 4921558, 4921587, 4921695, 4921722, 4921727, 4921730, 4921741 – 4921742, 4921744 – 4921746, 4921756, 4923113,4923117, 4923209, 4923298, 4927004, 4927006 – 4927012, 4927014, 4927018 – 4927019,4927022 – 4927028, 4927099, 4930024, 4930030, 4930050, 4930204, 4930260, 4931201, 4932010, 4932352, 4932385, 4933327, 4935231, 4936106, 4936110, 4936565.

ITEM 7030 - CHARGE FOR CARS WITH FOUR OR MORE THAN FOUR AXLES

1. Charges for intra-plant, intra-terminal, or inter-terminal switching service at points on NS are restricted to cars having no more than four axles.
2. When cars with more than four axles are found in intra-plant, intra-terminal, or inter-terminal service at points on NS, the charge for such service will be 200% of the charge for the same service applicable on cars with four axles or less.

ITEM 7040 - NON-APPLICATION IN CONNECTION WITH TRAILER-ON-FLAT CAR, CONTAINERS, OR BI-LEVEL AND TRI-LEVEL CARS

Except as otherwise specifically provided, switching service, charges, rules, and regulations published in this section will not apply on line-haul traffic switched from or to connections when handled in TOFC service, container service involving equipment designated as FC, FCS or LF in Official Railway Equipment Register (RER 6413-series), or on traffic handled in bi-level or tri-level cars.

ITEM 7050 - ALLENTOWN, PA AND/OR BETHLEHEM, PA

NS will assess a charge of **$490.00** per car for switching all freight between connections with PBNE and Hold Track at Allentown, PA and/or Bethlehem, PA. (Note 1)

EXPLANATION OF NOTE:

Note 1 - Applies only on loaded cars received from Philadelphia, Bethlehem and New England Railroad and held for billing instructions at Allentown, PA and/or Bethlehem, PA that are ordered returned to the loading point. Such cars will remain on continuous demurrage until instructions are received to return cars to the loading point.

ITEM 7070 BALTIMORE, MD

NS will assess a charge of **$701.00** per car for intra-terminal switching service.

ITEM 7080 - BELLEVUE, OH

NS will assess a charge of **$425.00** per car for switching shipments of grain or soybeans in privately-owned or leased equipment between Bellevue Farmers Coop. and Central Soya.

ITEM 7090 - BIRMINGHAM, AL (AVONDALE, AL; EAST BIRMINGHAM, AL; WOODLAWN, AL)

NS will assess a charge of **$635.00** per car for switching shipments of scrap iron or steel between industries located on NS when movements are made in railroad owned or leased gondola cars having marked capacity exceeding 155,000 lbs.

ITEM 7100 - BRISTOL, PA

NS will assess a charge of **$364.00** per car for switching all freight in tank cars between Rohm & Haas Company and Siding of Rohm & Haas Company (Croyden Plant).

ITEM 7110 - BUFFALO, NY

NS will assess charges listed below for intra-terminal switching service:

FROM	TO	RATE
INDUSTRIES OR PRIVATE SIDINGS IN ZONE (Note 1)	INDUSTRIES OR PRIVATE SIDINGS IN ZONE (Note 1)	($ per car)
1	1	**$706.00**
1	2	**$855.00**
2	1	**$855.00**
2	2	**$706.00**

EXPLANATION OF NOTE:

Note 1 - To determine applicable zone, see List of Industries in Section 5 of this tariff. If industry(s) is/are not assigned a zone number, general charges apply.

ITEM 7120 - BUFFALO, NY

NS will assess a charge of **$716.00** per car for inter-terminal switching service.

ITEM 7125 – BURNS HARBOR, IN (PORT OF INDIANA)

1. Switching in Portage, IN with Burns Harbor Shortline Railroad Company or its operator (BHS) in order to serve customers where NS does not have trackage rights is defined as Terminal Switching.
2. NS will assess a charge of $50.00 per car per day for each car tendered in interchange by NS for which tracks are not available for such interchange.
3. NS will assess a charge of $50.00 per car per day, or fraction of a day, for failure to pull cars offered by NS in interchange with Burns Harbor Shortline Railroad Company or its operator (“BHS”).
4. BHS is responsible for billing any charges at the Port of Indiana.

ITEM 7130 - CANTON, OH

NS will assess a charge of **$584.00** per car for switching loaded Gondola cars between the Republic Engineered Steel Facility at Canton, OH on NS and interchange track of NTRY on traffic originating at or destined to Republic Engineered Steel facility at Canton, OH on the NTRY.

ITEM 7140 - CEDARVILLE, VA

NS will assess a charge of **$191.00** per car for switching cars from one track to another or between two locations on the same track entirely within the confines of the (single) plant of DuPont when the movement does not leave the tracks of DuPont.

ITEM 7150 - CHICAGO, IL

NS will assess a charge of **$554.00** per car for intra-terminal switching service. (See Exceptions)

EXCEPTIONS:

1. Charge of **$585.00** per car applies on shipments of sand, gravel, crushed stone, and slag in open top cars not covered by tarpaulin or other protective covering.
2. Charge of **$893.00** per car applies on Illinois intrastate shipments of cinders, gravel, pit strippings, loam, rip rap, rubble stone, and sand pit strippings in open-top cars, not covered with tarpaulin or other protective covering.

ITEM 7160 CHICAGO, IL

NS will assess a charge of **$554.00** per car for inter-terminal switching service.

ITEM 7170 - CHICAGO, IL

1. Charges named in this tariff do not include the furnishing of special type gondola or flat cars equipped with protective covers and also equipped with runners, skids or cradles, either stationary or floating, such as are used for the movement of iron and steel articles.

2. NS will assess a charge of **$208.00** per car per trip, in addition to transportation charges, demurrage charges, and other terminal charges, when special type gondola or flat cars equipped with protective covers and also equipped with runners, skids or cradles, either stationary or floating, are furnished by carrier for use in intra-plant, intra-terminal or inter-terminal switching service.

ITEM 7180 - CINCINNATI, OH

NS will assess charges of **$722.00** per car on railroad owned or leased equipment, and $626.00 per car on privately-owned or leased equipment handled in intra-terminal switching service.

ITEM 7190 - CINCINNATI, OH

NS will assess a charge of **$1,086.00** per car for switching cars between facilities located on NS and interchange track of CIND on traffic originating at or destined to facilities located on the CIND at Cincinnati, OH.

ITEM 7200 - CIRCLEVILLE, OH

NS will assess a charge of **$203.00** per car for switching loaded or partially loaded cars between different locations on the same track owned or leased by Purina Mills, Inc.

ITEM 7210 - CLEVELAND, OH

NS will assess charges listed below for intra-terminal switching service:

FROM	TO	RATE
INDUSTRIES OR PRIVATE SIDINGS IN ZONE (Note 1)	INDUSTRIES OR PRIVATE SIDINGS IN ZONE (Note 1)	($ per car)
1	1	**$550.00**
1	2	**$737.00**
2	1	**$737.00**
2	2	**$550.00**

EXPLANATION OF NOTE:

Note 1 - To determine applicable zone, see List of Industries in Section 5 of this tariff. If industry(s) is/are not assigned a zone number, general charges apply.

ITEM 7220 - CLEVELAND, OH

Except as otherwise provided, NS will assess a charge of **$655.00** per car for inter-terminal switching service.

ITEM 7230 - CLEVELAND, OH

Except as otherwise provided, NS will assess a charge of **$775.00** per car for any switch movement between a location on NS and a location on the CWRO, whether or not preceded or followed by a line-haul movement via the connecting carrier.

ITEM 7240 - CLEVELAND, OH

NS will assess a charge of **$1,028.00** per car for switching scrap iron or steel from industry or private siding on CCRL to industry on CWRO, when routed via CCRL-NS-CWRO. Charge includes CCRL and CWRO switching charges.

ITEM 7250 - CONNEAUT, OH

NS will assess a charge of **$208.00** per car for intra-plant switching service at plant of Polycom-Huntsman.

ITEM 7260 - CULPEPER, VA

NS will assess a charge of **$279.00** per car for switching shipments of plastics (STCC 28-211-42) from storage track of Trinity Packaging at Culpeper, VA to Trinity Packaging at Remington, VA.

ITEM 7270 - DETROIT, MI

NS will assess a charge of **$660.00** per car for intra-terminal switching service.

ITEM 7280 - DORAVILLE, GA

NS will assess a charge of **$188.00** per car for switching cars between Track No. 1 and Track No. 2 of Rickett-Coleman at Doraville, GA.

ITEM 7290 - ELYRIA, OH

NS will assess a charge of **$626.00** per car for intra-terminal switching service.

ITEM 7300 - EAST ST. LOUIS, IL

NS will assess a charge of **$475.00** per car for switching cars between industries shown below in Column A on the one hand and industries shown below in Column B on the other.

Column A	Column B
Apex Oil Co	Lefton Iron and Metal Co
Bulk Service Corp.	RO-Corp., Inc.
Capri-Sun	Southwestern Bell Telephone Co.
Carter Lumber Co.	United Packaging Corp.
E.M.E.	
Feralloy Corp.	
Granite City Grain Co.	
Granite City Steel Co.	
Divn. of National Steel	
Granite City Steel Works	
Divn. of National Steel	
Granite City Steel Co.	
Divn. of National Steel	
(Blast Furnace Dept.)	
Granite City Steel Co.	
Divn. of National Steel	

Storage Yard "D"

Huntco Steel Co.

Jennison Wright Corp.

Kerr McGee Chemical Corp.

Mid Coast Terminals

Packers By-Product Co.

Southwestern Steel & Wire Co.

Tower Automotive Products

Tri-City Regional Port

(Granite City Harbor)

ITEM 7310 - EAST ST. LOUIS, IL

NS will assess a charge of **$397.00** per car on loaded privately-owned or leased equipment handled in intra-terminal switching service.

ITEM 7320 - EAST ST LOUIS (GRANITE CITY), IL

1. NS will assess a charge of **$475.00** per car for switching loaded cars between industries and/or locations at Granite City, IL.

2. NS will assess a charge of **$475.00** per car for switching cars between Tri-City Regional Port (Granite City Harbor) or Granite City Steel Co. dock and industries or team tracks on NS. (Note 1)

EXPLANATION OF NOTE:

Note 1 - Applicable only on traffic originating at or destined to points beyond via barge.

ITEM 7330 - EAST ST LOUIS (GRANITE CITY), IL

1. NS will assess a charge of **$431.00** per car for switching loaded privately-owned or leased equipment between industries or locations on NS and connections.

2. NS will assess a charge of **$431.00** per car for switching loaded privately-owned or leased equipment between Tri-City Regional Port (Granite City Harbor) or Granite City Steel Co. dock and interchange tracks with ALS, CSXT, CN, CPRS, TRRA, or UP. (Note 1)

EXPLANATION OF NOTE:

Note 1 - Applicable only on traffic originating at or destined to points beyond via barge.

ITEM 7340 - EAST ST LOUIS (GRANITE CITY), IL

NS will assess charges of **$746.00** per car on railroad owned or leased equipment, and **$401.00** per car on privately-owned or leased equipment, for switching steel coils in multiples of three cars per shipment from interchange tracks with TRRA at A. O. Smith Yard to Granite City Steel Co. River Dock.

ITEM 7350 - EAST ST LOUIS (GRANITE CITY AND MADISON), IL

1. NS will assess a charge of **$431.00** per car for switching loaded privately-owned or leased equipment between industries at Granite City, IL and Huntco Steel Co. or Southwest Steel and Wire Co. at Madison, IL.

2. NS will assess a charge of **$431.00** per car for switching shipments of creosote oil, creosote oil solution, pitch or tar, and tar products in privately-owned or leased tank-cars from Reilly Tar and Chemical Co. plant at Granite City, IL to industries at Granite City, IL or Madison, IL.

ITEM 7360 - EAST ST. LOUIS (GRANITE CITY, MADISON AND VENICE), IL

NS will assess a charge of **$431.00** per car for switching shipments of scrap iron or steel in privately-owned or leased equipment between industries or hold tracks in Granite City, IL; Madison, IL; or Venice, IL.

ITEM 7370 - FORT WAYNE, IN

NS will assess a charge of **$429.00** per car, in each direction, for switching steel rail in privately-owned or leased gondola cars not exceeding 59 ft. 6 in. in length between interchange tracks with CSXT and plant of Casad Railway Materials Co.

ITEM 7380 - FOSTORIA, OH

NS will assess a charge of **$374.00** per car for switching shipments of fertilizer in privately-owned or leased equipment between plants of Countrymark, Inc.

ITEM 7390 - GREER, SC

1. NS will assess a charge of **$289.00** per car when for operating convenience NS switches loaded cars between plant of Mitsubishi Polyester Film/KOSA, at Greer, SC and leased storage track of Mitsubishi Polyester Film/KOSA at Greenville; SC; Wellford, SC; or Spartanburg, SC.

2. NS will assess a charge of **$85.00** per car for switching empty privately-owned or leased cars from leased track of Mitsubishi Polyester Film/KOSA at Greenville; SC; Wellford, SC; or Spartanburg, SC to plant of Mitsubishi Polyester Film/KOSA at Greer, SC.

3. NS will assess a charge of **$85.00** per car for switching empty or loaded privately-owned or leased cars between leased storage tracks of Bulk Storage, Inc. and private siding of Bulk Storage, Inc. provided such movement is in connection with a prior or subsequent line-haul movement via NS.

ITEM 7400 - HERSHEY, PA

NS will assess a charge of **$392.00** per car on privately-owned or leased equipment handled in intra-terminal switching service.

ITEM 7410 - JACKSONVILLE, FL

NS will assess a charge of **$371.00** per car on privately-owned or leased equipment handled in intra-terminal or inter-terminal switching service.

ITEM 7420 - KANSAS CITY, MO-KS

Except as otherwise provided, NS will assess a charge of **$371.00** per car on privately-owned or leased equipment handled inter-terminal switching service.

ITEM 7430 - KANSAS CITY, MO

NS will assess a charge of **$423.00** per car for switching shipments of grain, grain products, soybeans, or soybean meal in privately-owned or leased equipment between connections in Kansas City, MO and/or North Kansas City, MO and industries at South Liberty, MO.

ITEM 7435 - KIMBALLTON, VA

NS will assess a charge of **$175.00** per car for switching cars between Chemical Lime Plant #1 and Chemical Lime Plant #2.

ITEM 7440 - LEE CREEK, NC

NS will assess a charge of **$2,310.00** per switch for switching cars between plant of Texasgulf and storage track of North Carolina Phosphate Corp.

ITEM 7450 - MANSFIELD, OH

NS will assess a charge of **$476.00** per car for switching shipments of scrap iron and steel from the Luntz Iron and Steel Co, Mansfield, OH to the Empire-Detroit Steel Co, Mansfield, OH. Applicable only in gondola cars with capacity not exceeding 180,000 pounds.

ITEM 7460 - MEREDOSIA, IL

NS will assess a charge of **$216.00** per car, in each direction, for switching cars between siding of National Starch and Chemical Company at Meredosia, IL and scales of NS at Bluffs, IL.

ITEM 7470 -MOREHEAD CITY, NC

NS will assess a charge of **$408.00** per car on privately-owned or leased equipment handled in intra-terminal or inter-terminal switching service.

ITEM 7480 - NEW ORLEANS, LA

NS will assess charges listed below for inter-terminal and intra-terminal switching service:

A. Intra-terminal switching on privately-owned or leased equipment ..... **$371.00** per car.
B. Inter-terminal switching on privately-owned or leased equipment, except as provided in Paragraph C of this Item (Notes 1, 2) ..... **$371.00** per car
C. Inter-terminal switching between connecting lines and the following industries:
Alabo St. Wharf
Jackson-Kearney
Valero Energy Corp..... **$742.00** per car

EXPLANATION OF NOTES:

Note 1 - Not applicable in connection with cars which, because of size or weight, require other than normal switching service.

Note 2 - Also applicable on export, import or coastwise traffic to or from:
Valero Energy Corp., Meraux, LA
Paris Road Spur, Chalmette, LA

ITEM 7485 - NIXON, GA

NS will assess a charge of **$500.00** per car for switching boxcars between International Paper Co./Graphic Packaging International LLC and Bennett Distribution Services LLC.

ITEM 7490 - PHILADELPHIA, PA

NS will assess charges listed below for intra-terminal switching service:

Between Industries Located in Zone

And Industries Located in Zone

	1	2	3	4	5
1	$ 1,044.00				
2	$ 1,351.00	$ 926.00			
3	$ 1,571.00	$ 1,592.00	$ 590.00		
4	$ 1,349.00	$ 1,346.00	$ 1,149.00	$ 534.00	
5	$ 1,505.00	$ 1,505.00	$ 1,321.00	$ 1,526.00	$ 909.00

Note - Charge is per car

Determine applicable zone from List of Industries below and apply charge where zone numbers intersect. If industry(s) is/are not assigned zone a number, contact Norfolk Southern Marketing Department.

Customer	Address	Switching Zone
Acme Markets	124 N. 15th St.	5
Allegheny Iron & Metal Co.	2200 E. Adams Ave.	1
Allied Tube & Conduit Co.	11350 Norcom Rd.	1
American Packaging	Grant Ave. & Ashton Rd.	1
Amoroso Bakery	845 S. 55th St.	4
Antonio Origlio	2000 Bennett Rd.	2
Ashland Chemical Corp.	2801 S. Delaware Ave.	4
Ask Enterprises	9750 Ashton Rd.	1
Atlantic System	2201 E. Butler St.	1
B. Barks Refrigerated Warehouse	Grant Ave. & Blue Grass Rd.	1
Betty Inc.	1800 S. Columbus Blvd.	4
Bruder & Sons, M. A.	600 Reed St.	4
Budd Co.	2450 W. Hunting Park Ave.	5
Case Paper	499 E. Tioga St.	1
City of Philadelphia	9001 State Rd.	1
City of Philadelphia	SE Water Pollution Plant	4
City of Philadelphia	3900 Richmond St.	5
Clement & Muller	2800 Grant Ave.	1
Connelly Containers	Richters Ferry Rd., & Schuylkill	5
Conrail Philadelphia Ore Dock	Pier 122 S., Delaware Ave.	4
Contanda Terminals LLC	2900 E. Allegheny Ave.	5
Conte Luna	4950 S. Island Ave.	3
Crown Cork & Seal	9300 Ashton Rd.	1
Dinol International, Inc.	1830 W. Sedgley Ave.	5

Eastech Chemical	5700 Tacony St.	1
Executive Handling Services	8601 Hegerman	1
Fibre Yarn & Fillers, Inc.	3rd & Somerset	5
Fleer Corp.	10th & Summerville	5
Food Distribution Center	3301 S. Galloway	4
Franklin Smelting & Refining	Castor & Delaware Aves.	5
GATX Terminal	Allegheny & Delaware	5
General Electric	1040 E. Erie Ave.	1
Goldman Paper Co., G. B.	2201 E. Allegheny	1
GTS Transport	2335 Wheatsheaf Lane	1
Holt Cargo	Delaware & Packer Aves.	4
Honeywell International Inc.	4698 Bermuda St.	1
Inolex Chemical Co.	Jackson & Swanson	4
Interstate Brands Corp.	3801 Blue Grass Rd.	1
Interstate Steel Supply Co.	1800 E. Byberry Rd.	2
Kinder Morgan Liquids Terminals LLC	3300 N. Delaware Ave.	5
Lionel Leisure, Inc.	2950 Grant Ave.	1
Lumber Millwork	3812 Old York Rd.	5
Morris Iron & Steel Co.	7345 Milnor St.	1
Nabisco Brands	Roosevelt Blvd. & Byberry Rd.	2
Neatsfoot Oil Refining Corp.	Ontario & Bath Sts.	5
Penn Trucking & Warehouse Co.	Pier 38 - 40	4
Penn Trucking & Warehouse Co.	Pier 78	4
Penn Trucking & Warehouse Co.	Pier 80 Annex	4
Philadelphia Energy Solutions Refining & Marketing LLC	3144 Passyunk Ave.	4
R E Steel Supply, Inc.	G & Venango Sts.	1
Richman, Inc. S. D.	2435 Wheatsheaf Lane	1
Riverside Material	Richmond & Allegheny Ave.	5
Rohm & Haas Co	Port Richmond	5
Roosevelt Paper Co.	7601 State Rd.	1
Sanofi-Bio Industries, Inc.	1741 Tomlinson Rd	2
Savage Companies	52 E. Oregon Ave.	4
SEPTA	Powleton Yard	5
Shore Panel Co., Inc.	2905 N. 16th St.	5
SPC Co., Inc.	26th & Penrose Ave.	4
Stan's Wholesale	3621 B St.	1
Sterling Paper Co.	Trenton & Castor	1
Strawbridge & Clothier	Island & Envoy Aves.	3
Sun Co.	30th & Penrose	3
T Warehouse, Inc.	3600 S. Darien	4
Tasty Baking Co.	2801 Hunting Park Ave.	5
Transcor Warehouse	4250 Wissahickon Ave.	5
Woll & Co., F. P.	5216 E. Comly St.	1
Woodhaven Foods	11451 Roosevelt Blvd.	1

World Transportation	8201 Enterprise Ave.	3
Zurn Oil Co., O. F.	2736 N. Broad St.	5

ITEM 7500 - PITTSBURGH, PA

NS will assess a charge of **$525.00** per car for switching Scrap Iron and Steel from interchange with CSXT at Millvale, PA, to Azcon Scrap Corp, Sharpsburg (Pittsburgh), PA.

Customer	Address
Azcon Corp.	19th South Main, Sharpsburg
Heinz Co., H. J. (Note 1)	1062 Progress St.
Miller Spring & Mfg. Co.	Henry, Davidson St.
Packaging Corp of America	28th St. & AVRR
Pittsburgh Recycling Company	32nd & AVRR
Stewart, Jesse C.	360 Broadmoor Ave.
Tippins Machinery, Inc.	435 Butler St., Etna

EXPLANATION OF NOTE:
Note 1 - Served jointly by NS and CSXT.

ITEM 7505 - PORT WENTWORTH, GA

NS will assess a charge of **$750.00** per car on Box Cars with capacity exceeding 5600 cubic feet, handled in intra-terminal and/or inter-terminal switching service.

ITEM 7510 - RICHMOND, VA

NS will assess a charge of **$364.00** per car on privately-owned or leased equipment handled in intra-terminal or inter-terminal switching service.

ITEM 7520 - ST. LOUIS, MO

NS will assess a charge of **$462.00** per car for switching cars between industries, switches, and delivery points in Rate Districts 40, 41, 42, 43, 43½ 43½A (See Section 5) or team tracks at Baden, MO and Jennings, MO.

ITEM 7530 - ST. LOUIS, MO

NS will assess a charge of **$508.00** per car for switching cars between industries in Rate District 43½A

(See Section 5) or team tracks at Ferguson, MO and industries in Rate Districts 40, 41, 42, 43, 43½ (See Section 5), Carr St. depressed track, Wright St. team tracks, also team tracks at Baden, MO and Jennings, MO.

ITEM 7540 - ST. LOUIS, MO

NS will assess a charge of **$508.00** per car for switching cars between industries in Rate Districts 43½B, 43½C, 43½D (See Section 5) or team tracks at Berkeley, MO or Robertson, MO and industries in Rate Districts 40, 41, 42, 43, 43½, 43½A (See Section 5), Carr St. depressed track, Wright St. team tracks, Baden, MO and Jennings, MO.

ITEM 7550 - ST. LOUIS, MO

NS will assess a charge of **$385.00** per car for switching privately-owned or leased equipment between industries in Rate District 43½ (See Section 5) and interchange tracks with connecting line in North St. Louis.

ITEM 7560 - ST. LOUIS, MO

NS will assess a charge of **$434.00** per car for switching privately-owned or leased equipment between industries in Rate District 43½A (See Section 5) or team tracks at Ferguson, MO and interchange tracks with connecting line in North St. Louis.

ITEM 7570 - ST. LOUIS, MO

NS will assess a charge of **$412.00** per car for switching privately-owned or leased equipment between industries in Rate Districts 43½B, 43½C, 43½D (See Section 5) or team tracks at Berkeley, MO or Robertson, MO and interchange tracks with connecting line in North St. Louis.

ITEM 7575 - SAVANNAH, GA

NS will assess a charge of **$750.00** per car on Box Cars with capacity exceeding 5600 cubic feet, handled in intra-terminal and/or inter-terminal switching service.

ITEM 7580 - SOUTH POINT, OH

NS will assess a charge of **$203.00** per car for intra-plant switching service at plant of Solvay Process Co. (Nitrogen Division)

ITEM 7590 - TRENTON, MI

1. NS will assess a charge of **$475.00** per car for intra-terminal switching service.

2. NS will assess a charge of **$370.00** per car for inter-terminal switching service.

ITEM 7600 - TOLEDO, OH

NS will inspect trainload consignments of privately-owned or leased open top rotary dump cars, loaded or empty, when routed via NS from or to Toledo, OH pursuant to contract or tariff provisions to insure cars are in proper dump rotation (orientation of the cars in the train). Cars found to be not in proper dump rotation will be switched out of the train and turned by NS and a switching charge of **$92.00** per car will be assessed against the owner or lessee of the car.

ITEM 7610 - UNION LANDING, OH

NS will assess a charge of **$203.00** per car for intra-plant switching service at plant of Dow Chemical.

ITEM 7620 - WENTZVILLE, MO

NS will assess a charge of **$200.00** per car per switch for intra-terminal switching service to and from General Motor's plant. SECTION 8 ABBREVIATIONS

ITEM 8000 - ABBREVIATIONS EXPLANATION

Ave	Avenue
BOE	Bureau or Explosives
Co	County or Company
Divn.	Division
Inc.	Incorporated
Jct.	Junction
Lb.(s)	Pound(s)
No.	Number
NSO	National Service Order
OPSL	Official Railroad Stations List (OPSL 6000-series)
RER	Official Railway Equipment Register (RER 6413-series)
RPS	Railroad Publication Services
Rte.	Route
STCC	Standard Transportation Commodity Code
TOFC	Trailer-on-Flat-car

UFC ..... Uniform Freight Classification (UFC 6000-series)

For explanation of Abbreviations of Carrier Names, see List of Carrier Abbreviations in this tariff, and/or OPSL 6000-series. (Note 1)

EXPLANATION OF NOTE:

Note 1 - The two character state abbreviations used in this tariff are those adopted for general use by the United States, Canada, and Mexico. In certain instances, they are the same as those used to represent the names of carriers.

SUMMARY OF REVISIONS

Issued: July 20, 2026

Effective: August 1, 2026

PAGE(S)	ITEM	ITEM DESCRIPTION	DESCRIPTION
17	1330	Limitation on Reciprocal Switching	Updated definition
17	1340	Limitation on Reciprocal Switching	Updated definition
17	1350	Reciprocal Switching for Restricted Industries	New item to outline NS' right to audit documentation and/or line-haul revenue for cars delivered to "Restricted" industries
20	-	Section 4: Reciprocal Switching Charges	Included text to clarify application of notes
20	4001	TIH/PIH Reciprocal Switching Service	New item for implementation of TIH/PIH charge of $1,200 per car
26	4215/5240	East St. Louis, IL	BNSF switch fee increased from $365 to $525 per car
42	6000	Intermediate Switching – General Application	Implementation of TIH/PIH charge of $1,200 per car
43	6020 6030 6040	Buffalo, NY Chicago, IL Chickasaw, AL	Removed from section
44	6080 6100	Detroit, MI Hagerstown, MD	Removed from section
44,45	6150	Norfolk, VA	Notes 1 & 2 updated to $655 to account for NS intermediate switch charge of $500
45	6120	Lima, OH	Removed from section
46	6180	Toledo, OH	Removed from section
46	7000	Intra-Plant Switching	Increased from $175 to $275 per car

Exhibit 2

UP Reciprocal Switching Circular

UP 8005 K

New Version Issued: June 2, 2026
Effective Date: July 1, 2026

Updates have been made on pages – 6, 20-23

Reciprocal Switching, Stop 1340
Union Pacific Railroad
1400 Douglas St
Omaha, NE 68179-1340

Notifications for updates can be managed at: https://c02.my.uprr.com/mai/secure/index.html#/manageNotifications/edit
Please register at: http://c02.my.uprr.com/crr/register/index.html#/?source

GENERAL RULES AND REGULATIONS

STATIONS LISTS AND CONDITIONS

This Circular is governed by OPSL 6000-series as follows. OPSL 6000-series lists stations which are rail served geographic points at which an Industry may be located and at which a train may stop for traffic. When a station is abandoned as of a date specified in OPSL 6000-series, the switch charges for such station, as published in this Circular, are inapplicable on and after that date.

DEFINITION OF TERMS USED IN CONNECTION WITH CHARGES NAMED HEREIN

INDUSTRIAL TRACKS

Tracks serving a particular Industry, whether located upon the property of UP or upon property owned or leased by the Industry.

INDUSTRY

A customer, shipper, receiver, transload operator or other entity that operates a facility specifically named in this Circular at which UP physically provides rail service for another rail carrier pursuant to the offering in this Circular.

INTERCHANGE TRACKS

Interchange tracks are tracks on which cars are interchanged between UP and connecting carriers.

LINE-HAUL

Movement between stations that are not located within the switching limits of the same station.

RECIPROCAL SWITCHING

An offering by a rail carrier where the carrier physically serving the Industry agrees to perform switching service for loading or unloading on behalf of another carrier on shipments having an immediately preceding or following line-haul movement via the other carrier. UP will provide reciprocal switching only to or from UP Industries specifically named in this Circular.

TEAM TRACK

A track or tracks assigned by UP for use of the general public. All team tracks are closed to reciprocal switching.

CHANGES IN OR ADDITION OF INDUSTRIES AT STATIONS ON UP

UP will only switch line haul traffic to or from Industries specifically named herein. New Industries which locate on UP will not be subject to reciprocal switching unless and until voluntarily agreed to and by UP and specifically named herein.

CAR DEMURRAGE RULES AND REGULATIONS

Except where otherwise provided, all cars handled under the provisions of this tariff will be subject to demurrage and storage rules and charges as provided in UP Rules Tariff 6004-series.

RECIPROCAL SWITCHING SERVICE WHERE NO CHARGES ARE PROVIDED HEREIN OR WHERE SWITCHING IS PHYSICALLY PERFORMED BY OTHER CARRIERS

a) Where no reciprocal switching charge is provided in this Circular, switching service will not be performed.
b) Except where noted by a dagger (†) where reciprocal switching is physically performed by a carrier other than UP at terminals for customers named in this Circular, reciprocal switching charges of those other carriers for customers named in this Circular, reciprocal switching charges of those other carriers govern.

NON-ABSORPTION OF INTERMEDIATE CARRIER'S SWITCH CHARGE

Except as otherwise provided, when UP reciprocal switching charge is absorbed in whole or in part by a connecting line-haul carrier, and interchange between UP and the line-haul carrier is effected by an intermediate carrier, applicable published charges assessed against UP by the intermediate carrier for the switch movement of a loaded freight car from or to the connecting line-haul carrier or for the return of an empty car to the line-haul carrier will be added to and become part of the UP reciprocal switching charge.

RECIPROCAL SWITCH CHARGES PUBLISHED IN THIS CIRCULAR WILL NOT APPLY ON THE FOLLOWING:

1. Traffic from or to Industries covered by contracts with UP to the extent the applicable contract is inconsistent with this Circular.
2. TOFC/COFC traffic.
3. Two-to-one locations in the UP/SP Merger which are covered by separate agreement.
4. Railway equipment, empty, moving on own wheels, including:
    - Railcars (STCC 37-422) not in revenue service
    - Locomotives or Tenders (STCC 37-411)
    - Maintenance or Repair railcars (STCC 37-424)
    - Passenger Train railcars (STCC 37-421)
    - Street railcars or self-propelled railroad railcars (STCC 37-423)

MILEAGE ALLOWANCE PAYMENT ON PRIVATE EQUIPMENT

All private cars switched by UP under the provisions of this Circular will not be subject to allowance applicable under UP's tariff UP-6007, as amended, supplemented, and/or reissued. Mileage allowance payment on private equipment will not apply for miles on UP.

RECIPROCAL SWITCHING CAPACITY

UP will not accept more cars in reciprocal switch service than can reasonably be accommodated by the carrier's Interchange Tracks and/or by the Industry's Industrial Tracks. Switching capacity may be specifically noted within this Circular for some Industries for informational purposes based on typical equipment length. Lack of such specific notations does not imply unlimited capacity. Various operational factors may further limit the number of cars that can be effectively interchanged, spotted, or pulled at Industries specifically named in this Circular.

CITY, STATE	COMPANY NAME	ADDRESS
ABILENE, KS	ADM Milling Co	210 NE Third St
ALEXANDRIA, LA	PQ Corp	4000 Pardue Rd (Camp Beauregard)
	Procter & Gamble Co	3701 Monroe Hwy (Camp Beauregard)
	Texas Industries Inc	1300 Ashley Ave
ATCHISON, KS	Bartlett Grain Company LP	320 Riverfront Dr
	Bradken	400 S 4th St
	Bunge Milling Inc	16755 274th Rd
	Cargill Inc	15662 258th Rd
	MGP Ingredients Inc	1300 Main St
	Progress Rail Services Corporation[1]	2604 Industrial Rd
BATON ROUGE, LA	Ardent Mills LLC	1843 Hwy 1 S (Port Allen)
	BWC Terminals LLC	1650 Ernest D Wilson Dr (Port Allen)
	Center Point Terminals	995 Ernest Wilson Rd (Port Allen)
	Greater Baton Rouge Port Commission	2425 Ernest Wilson Dr (Port Allen)
	Scarlett Ramsay Company Inc	525 Elevator Rd(Port Allen)
BEAUMONT, TX	90th US Army RS Command	1350 Leonard St
	Beaumont Iron & Metal Corp	3190 Hollywood St
	Commercial Metals Co	5250 College St
CEDAR RAPIDS, IA	Cargill Sweeteners North Ame	1710 16th St SE
	Diamond V Mills Inc	436 G Ave NW
	General Mills Inc	4800 Edgewood Rd SW (Beverly)
	O'Connell Family LLC	5023 Broadview Dr SE
	The Quaker Oats Co	4182nd St NE
	Worley Warehousing Inc	423 Southgate Ct., SW
CHEYENNE, WY	Capital Lumber Co	1222 Dunn
	Hollyfrontier Refining & Marketing LLC	2700 E 5th St
CHICAGO HEIGHTS, IL	Bulkmatic Transport Co	2351 State St
	Calumet Acquisition Co	317 E 11th St
	Chicago Heights Processing LLC	2710 State St
	Chicago Heights Steel	211 E Main St
	Ford Motor Parts	1000 E Lincoln Hwy
	Gerresheimer Glass Inc	1131 Arnold St
	Greenbrier Rail Services	1545 State St
	Happs	901 State St
	Illiana Industrial Center	1200 State St
	Innophos Inc	1101 Arnold St
	Nufarm Americas Inc	220 E 17th St
	Solvay USA Inc	1020 State St
	Sugar Steel Corp	2521 State St Ste 1
	TH Cropping	901 State St
	Voestalpine Nortrak Inc	2705 S State St
	Watco Transloading LLC	162 E 26th St

CITY, STATE	COMPANY NAME	ADDRESS
CHICAGO, IL	Aetna Plywood Inc	1401 St Charles Rd (Maywood)
	Blommer Chocolate Co	600 W Kinzie St
	CFC Inc[2]	400 N Pulaski Rd
	Chicago Suburban Lumber Sale[2]	7459 Franklin St Ste 2 (Oak Park)
	Diversified Entities LLC[2]	5000 Proviso Dr Unit 2 (Proviso)
	Fervalue USA	3401 Mt Prospect Rd (Proviso)
	Grand Warehouse & Distribution Corp[2]	4350 W Ohio St
	Industrial Storage Warehouse LLC	4343 W Ohio St
	Innophos Inc	612 E 138th St
	International Paper	401 NW Ave (Proviso)
	International Paper Co[2]	100 E Oakton (Norma)
	L Neill Cartage Company Inc[2]	5400 Proviso Dr (Proviso)
	Loop Paper Recycling[2]	301 W Lake St (Proviso)
	Midwest Warehouse & Distribution Systems Inc	505 Northwest Ave (Proviso)
	Norkol Converting Corp[2]	11650 W Grand Ave (Proviso)
	Scholle Packaging Inc[2]	200 W N Ave (Proviso)
CLINTON, IA	Clysar LLC	Hwy 67 S
	Equistar Chemicals	3400 Anamosa Rd
	Ipsco Tubulars Inc	2011 7th Ave (Camanche)
	Nestle Purina Petcare Co	2200 Manufacturing Dr
COLORADO SPRINGS, CO	Thompson Sitz Construction Inc	3270 Astrozon Blvd (Kelker)
COLTON, CA	Ardent Mills LLC (S)	2020 Steel Rd
	Ecology Auto Parts Inc (S)	785 E M St
CORPUS CHRISTI, TX	Citgo Petroleum Corp	1308 Oak Park Ave
	Elementis Chromium Inc	3800 Buddy Lawrence Dr
	Interstate Grain Corp	5700 Up River Rd
	Valero Refining Company Texas	5900 Up River Rd
COUNCIL BLUFFS, IA	Alter Co	2603 9th Ave
	Bartlett Grain UP	1030 Avenue L
	Barton Solvents Inc	2135 Ninth Ave
	Cresline Plastic Pipe Company Inc	2100 S 35th St
	Future Foam Inc	400 North 10th
	Griffin Pipe Products Co LLC	2601 9th Ave
	Heartland Co-op	2401 S 37th St
	Highline Warren LLC	2850 River Rd
DALHART, TX	Skyland Grain LLC(S)	919 Liberal St
DALLAS, TX	Building Materials Investment Corp	2600 Singleton Blvd (Browder)
	Darling Ingredients Inc	1240 Sargent Rd (Sargent)
	Harcros Chemicals Inc	2627 Weir St (Eagle Ford)
	Kloeckner Metals Corp	4606 Singleton Blvd (Eagle Ford)
	Metro Lumber Wholesale Company Inc	3717 Miller Park Dr (Garland)
	Occidental Chemical Corp	1100 Lenway St
	Oldham Lumber Company Inc[3]	8738 Forney Rd (Mesquite)

CITY, STATE	COMPANY NAME	ADDRESS
DENVER, CO	Alpine Lumber Co (S)	5800 N Pecos (North Yard)
	Ardent Mills LLC	3750 Wynkoop St
	Builders Firstsource Inc (S)	1349 W 52nd Ave (North Yard)
	Brick Inc	4425 Race St
	Commerce City Grain LLC (S)	1451 Cargill Dr
	Commerce City Grain LLC	4600 E 64th Ave (Commerce City)
	Dawn Food Products Inc (S)	4500 Lipan St
	Denver Lumber Co (S)	1490 S Cherokee St
	Eaton Metal Products Co	4800 York St
	Metro Wastewater Reclamation District (S)	6450 York St
	Mountain Cement Co	1630 35th St
	Nestle Purina Petcare Co	4555 York St
	Packaging Corporation Of America	4221 N Monaco St
	Pepsi Cola Bottling Company Inc	3801 Brighton Blvd
	Pillow Kingdom Inc	3950 Kearney St
	Purina Animal Nutrition LLC	6151 Brighton Blvd (Commerce City)
	Rio Grande Co (S)	140 N Santa Fe
	Rocky Mountain Recycling	6510 Brighton Blvd (Commerce City)
	Safeway Inc	4301 Forest St
	Suncor Energy (USA) Inc	5601 Brighton Blvd (Commerce City)
	Tamko Building Products Inc	5300 E 43rd Ave
	The Denver Post LLC	5990 N Washington St
	Univar USA Inc	4300 Holly St
	US Mix Products Co (S)	112 S Santa Fe Dr
	Zimmerman Metals Inc (S)	201 E 58th Ave
DES MOINES, IA	ADM Soybean Processing[4]	1935 E Euclid Ave (Hull Ave Yard)
	Alter Metal Recycling[4]	1801 E Euclid Ave
	Archer Daniels Midland Co[4]	1940 Hull Ave
	Bridgestone Firestone Inc[4]	4600 NW 2nd St
	Bluelinx[4]	1660 E Aurora Ave
	Feed Energy Co[4]	3121 Dean Ave
	General Mills Inc[4]	6101 SE 52nd St (Avon)
	Heartland Coop[4]	5550 E Army Post Rd (Avon)
	Leachman Lumber Co[4]	1921 Hubbell Ave
EL PASO, TX	Economy Cash & Carry Inc	1000 E Overland St
	John A Longe Company Inc (S)	3230 Duranzo
	Sol Building Materials (S)	7400 Stiles, Bldg 9-B
	Stagecoach Cartage Welch (S)	5850 Welch St (Alfalfa, TX)
	Transmaritime Central Inc	7440 Stiles Rd
	Westrock CP LLC (S)	7350 Stiles Dr
	Phelps Dodge Refining Corp	850 Hawkins Blvd (Alfalfa, TX)
	W Silver Recycling Rail ~~1535 E San Antonio~~	1720 Olive Ave
	Western Refining[5]	6501 Trowbridge Dr (Alfalfa, TX)
ENID, OK	Dolese Brothers Co	805 Southgate Rd
	Oxbow Calcining International LLC	11826 N 30th St

CITY, STATE	COMPANY NAME	ADDRESS
EUGENE, OR	Emerald Forest Products Inc (S)	118 Hwy 99 N
	Eugene Freezing & Storage Co (S)	310 S Seneca Rd
	Flakeboard America Ltd (S)	50 N Danebo Ave
	Grain Millers Inc (S)	315 Madison
	JH Baxter & Co (S)	85 Baxter Rd
	Pennington Crossarm Co (S)	2701 W 1st Ave
	Weatherly's Inc (S)	3553 W 1st Ave
	West Wind Forest Products Inc (S)	3445 West 1st Avenue
	Weyerhaeuser NR Co (S)	195 N Bertelsen Rd (Danebo)
	Willamette Valley Co (S)	586 Mc Kinley St
FREMONT, NE	ADM Processing	130 N Broad St
	ADM West Hwy 30	4410 W Military Ave
	Fremont Department of Utilities	3000 E 1st St
	Viterra Usa Grain LLC	1700 E Front St
	Purina Animal Nutrition LLC	330 E Cloverly Rd
	Scoular Co	925 E Factory St
	Structural Component Systems Inc	1255 Front St
FRESNO, CA	ADM PVO (S)	3390 S Chestnut Ave (Calwa)
	Nutrien Ag Solutions (S)	3173 S Chestnut Ave (Calwa)
	Stratas Foods LLC (S)	3390 S Chestnut Ave (Calwa)
	Weyerhaeuser Nr Co (S)	3267 S Willow Ave
FT COLLINS, CO	L&W Supply Corp	1401 Academy Ct
	Sutherland Lumber	1901 E Prospect Ave
	Valley Steel & Wire Company Inc	200 Hickory St
FT WORTH, TX	Amber Terminal Inc	2500 Premier (Hodge)
	OB Macaroni Co	108 S Fwy 35 W
	Star Telegram Operating Ltd	685 John B Sias Memorial Pkwy
	Sweeney Hardwoods	3700 Noble Ave
GALVESTON, TX	Commercial Metals Co	71st St & Broadway
	Gulf Sulphur Services Limited LLP (S)	4500 Old Pt Industrial Rd
	M-I LLC	4814 Port Industrial
	Texas International Terminals (S)	4800 Old Port Industrial Blvd
GRAND ISLAND, NE	Builders Warehouse Lumber Yard	3522 W 2nd St
	CNH Industrial America LLC	3445 W Stolley Park Rd
	Viterra USA Grain LLC	354 N Cleburn St
GREELEY, CO	Trinidad Benham Corp	615 5th St
HASTINGS, NE	Gavilon Fertilizer LLC	4935 E J St (Jeffers)
	Gavilon Grain LLC	4935 E J St (Jeffers)

CITY, STATE	COMPANY NAME	ADDRESS
HOUSTON, TX	American Plant Food Corp (S)	903 Mayo Shell Rd (Galena Park)
	Anheuser-Busch Company Inc	775 Gellhorn Dr
	Ardent Mills LLC (S)[6]	1100 S Main (Galena Park)
	C&W Packaging LP (S)	4343 Eastpark Dr
	Chemtrusion Inc (S)	7115 Clinton Dr
	Constar Plastics Inc	8705 City Park Loop Bldg 8
	Cook Composites & Polymers Co (S)	2434 Holmes Rd (Spence)
	Curtis Steel Company LLC (S)	6504 Hurst St
	Delta Steel Inc (S)	7355 Round House Ln (Englewood)
	Derichebourg Recycling USA (S)	7501 Wallisville Rd (Englewood)
	Equistar Chemicals LP (S) [7]	1515 Miller Cut Off Rd (Strang)
	Exel Inc (S)	8833 Citypark Loop (Englewood)
	Galena Park Terminals (S)	1606 Clinton Dr (Galena Park)
	General Electric Co	8800 Wallisville Rd
	Graham Packaging Company LP (S)	3833 W 11th St
	Grocers Supply Company Inc	3110 Corder St
	Holcim (US) Inc (S)	9600 Clinton Dr (Galena Park)
	JL Proler Iron & Steel Co (S)	4401 Clinton Drive
	Kinder Morgan Liquids Terminals LLC (S)	906 Clinton Dr (Galena Park)
	Kinder Morgan Galena Park West LLC (S)	1500 Clinton Dr (Galena Park)
	Kloeckner Metals Corp (S)	7400 Mesa Dr
	Kuraray America Inc (S)[7]	12501 Strang Rd (Strang)
	Lansing Trade Group (S)[6]	1500 S Main St (Galena Park)
	Lyondellbasell Acetyls LLC (S)[7]	1514 Miller Cutoff Rd (Strang)
	Montalbano Lumber Company Inc (S)	1309 Houston Ave
	Owens Corning Sales	8360 Market St
	Triple S Steel (S)	8807 Liberty Rd
	PVS Chemical Solutions Inc	1777 Haden Rd
	Robinson Iron & Metal Co (S)	2735 Brooks St
	Schill Steel Services (S)	3001 W 11th St
	Shell Oil Products US (S)	780 Clinton Dr (Galena Park)
	South Coast Terminal Plant 5 (S)	7401 Wallisville Rd (Englewood)
	Tex-Tube Co (S)	1503 N Post Oak Rd
	Texas Blending Warehousing (S)	2505 Collingsworth St
	Texas Lehigh Cement Co	565 T C Jester Blvd
	Texas Steel Conversion (S)	3101 Holmes Rd
	The Goodyear Tire & Rubber Co (S)	2000 Goodyear Dr
	TMC Engineering Service Inc	2335 Wadsworth St
	TPC Group Inc (S)	8600 Park Place Blvd (Sinco)
	United DC dba Plangistics	8947 Market St (Market St Yard)
	United States Gypsum Co (S)	1201 Mayo Shell Rd (Galena Park)
	Veolia North America Regeneration Services LLC(S)[7]	12501 Strang Rd (Strang)
	Walton Barge Terminal	13040 Market St
	WR Grace & Co	4750 Blaffer St
	Wyatt Field Service Co	2060 N Loop W Suite 110

CITY, STATE	COMPANY NAME	ADDRESS
HOUSTON, TX	Allchem Services Inc (H)[8]	9011 East Almeda Road
(Former HBT)	American Thermoplastics (H)[8]	1240 Gazin St
	Asia Chemical Corp (H)[8]	1417 Kress St (Basin Yard)
	Blen Tech (H)[8]	1305 Rye St (Market St Yard)
	Bluelinx (H)[8]	10000 N Loop E
	Cemex 6203 (H)[8]	6203 Industrial Way
	Commercial Metals Quitman (H)[8]	2015 Quitman St
	Consolidated Bonded Warehouse Company of Texas (H)[8]	2510 Magnet St
	Darling Ingredients Inc (H)[8]	1712 75th St
	Delta Paper Stock Corp (H)[8]	6969 Clinton Dr (Basin Yard)
	Derichebourg Recycling USA Inc (H)[8]	1 Wharf St (Booth Yard)
	Dixie Pipe Sales Inc (H)[8]	2407 Brollier St
	Empire Stevedoring Houston Inc (H)[8]	7600 Ave P (Booth Yard)
	Grocers Supply Company Inc (H)[8]	3131 E Holcombe Blvd
	Houston Chronicle (H)[8]	5959 Harvey Wilson Dr (Basin Yard)
	Kik International Inc (H)[8]	2921 Corder St
	Kroger Co (H)[8]	701 Gellhorn Dr
	Bluescope Coated Products LLC (H)[8]	501 N Greenwood St
	Overland Distribution Inc (H)[8]	651 Gellhorn Dr
	Palmer Lathrop (H)[8]	1200 Lathrop St (Basin Yard)
	Service Steel Warehouse Company LP (H)[8]	7204 Navigation Blvd (Booth Yard)
	Smart Warehousing LLC (H)[8]	8790 Wallisville Rd
	Stratas Foods LLC (H)[8]	1302 Harris St (Basin Yard)
	Maverick Processing Inc (H)[8]	2211 Harbor Drive (Basin Yard)
	Superior Packaging & Distribution Inc (H)[8]	7707 Wallisville Rd
	Tenaris (H)[8]	302 McCarty Dr
	Texas Industries Inc (H)[8]	2415 Cavalcade St
	Thompson Cargo Specialists Inc (H)[8]	6909 Kirkpatrick Blvd
	US Zinc Corp (H)[8]	6020 Esperson St
	US Zinc Corp (H)[8]	6020 Navigation Blvd
	Worldwide Logistics Inc (H)[8]	550 Aleen St
HUTCHINSON, KS	ADM Grain Co (S)	1700 N Halstead St
	Cargill Aghorizons (S)	1427 E 2nd Ave
	Cargill Salt	609 E Ave G
	Morton Salt Inc (S)	1000 Morton Dr
	ADM Grain Inc (S)	816 N Halstead St
IOWA FALLS, IA	Cargill Inc[9]	602 Industrial Park Rd
JANESVILLE, WI	Abitec Corp	1530 S Jackson St
	Evonik Corp	900 S Palm St
	Seneca Foods Corp	418 E Conde St

CITY, STATE	COMPANY NAME	ADDRESS
KANSAS CITY, MO-KS	ADM Grain[10]	10520 Wolcott Dr (Wolcott, KS)
	Griffin Wheel	7111 Griffin Rd (Muncie, KS)
	Ash Grove Cement Co	640 SW Blvd
	Bartlett & Co	1310 Fairfax Trafficway (Fairfax, KS)
	Bartlett Grain Company LP	940 Kindelberger Rd (Fairfax, KS)
	Bennett-Rogers Pipe Coating	900 Kindelberger Rd (Fairfax, KS)
	Board Public Utilities	3601 N 12th
	Brown-Strauss Steel	802 Kindelberger Rd (Fairfax, KS)
	Burd & Fletcher Co	5151 E Geospace Dr (Independence, MO)
	Cargill Animal Nutrition	21 State Line St
	Cargill Oil Seed Processing	2306 Rochester Ave
	Certainteed Corporation	103 Funston Rd (Fairfax, KS)
	Exxonmobil Oil Corp	966 Sunshine Rd (Fairfax, KS)
	General Electric Company Inc	1146 Cambridge Cir Dr
	General Mills Inc	2917 Guinotte Ave
	General Motors Corp[11]	3201 Fairfax Traffic (Fairfax, KS)
	Groendyke Transport Inc	299 E Donovan Rd
	Hansen Mueller Co	340 SW Blvd (Glen Park, KS)
	Harlan Corp	27 Stanley Rd
	Industrial Lumber	655 Stanley Rd
	Ingredion Inc	1001 Bedford Rd
	International Food Products Corp	6721 Griffin Rd (Muncie, KS)
	International Paper Co	530 Sunshine Rd (Fairfax, KS)
	Kellogg Snacks	801 Sunshine Rd (Fairfax, KS)
	Manna Pro Corp	3158 N 7th Street Trafficway
	Mid-South Milling Company Inc	213 Central Ave
	MWT Bulk Services LLC	1851 Woodswether Rd
	Owens Corning Sales LLC	300 Sunshine Rd
	Paseo Cargill Energy LLC	2111 Nicholson Ave
	Pavlich Inc	250 S 5th St
	Phillips 66 Pipeline LLC	2029 Fairfax Traffic Way
	Phoenix Metals	201 E Donovan Rd (Fairfax, KS)
	Purina Animal Nutrition	725 N Olive St
	Smart Warehousing LLC	16500 E Truman Rd (Cham Pagne, MO)
	Space Center Kansas City Inc	1500 W Geospace Dr
	Univar USA Inc	2000 Guinotte Ave
	Wagner Industries Inc	1731 St Louis Ave
	Westrock CP LLC	510 Division St (Glen Park, KS)
KENNEWICK, WA	A Cooperative Welch Foods Inc	10 E Bruneau Ave
	Ash Grove Cement Co	416 N Ivy St
	Ferrellgas Inc	309 N Fruitland St
	Twin City Foods Inc	1000 East First Street
	Twin City Metals Inc	455 E Bruneau Ave
LODI, CA	Pacific Coast Producers (S)	741 S Stockton St

CITY, STATE	COMPANY NAME	ADDRESS
LOS ANGELES, CA	ADM Milling Co	1543 Calada St
	Baker Commodities Inc	4020 Bandini Blvd
	Berg Lacquer	3150 E Pico Blvd
	Cargill Inc	2750 Jewel Ave (Vernon)
	City Fibers Santa Fe (S)	2500 S Santa Fe Ave
	Coast Packing Co	3275 East Vernon Avenue (Vernon)
	Dart Warehouse Corp	4130 E Noakes St (Commerce)
	D&S Ingredient Transfer Co (S)	5112 Alhambra Ave
	Dorsett & Jackson Inc	3800 Noakes St
	Elite Comfort Solutions LLC	4542 E Dunham St (Commerce)
	Grain Craft Inc (S)	1861 E 55th St (Nadeau)
	Hybco USA	363 S Mission Rd
	Los Angeles Times Communications LLC	202 W 1st St
	Mercury Plastics	2939 E Washington Blvd
	Miller Milling Company	5471 Ferguson Dr (Commerce)
	Mission Foods	5505 E Olympic Blvd (Commerce)
	Nalco	2111 Dominguez St (Dominguez)
	Scott Sales Co	3451 Randolph St (Huntington Park)
	Sweetener Products Inc (S)	2050 E 38th St
	United States Gypsum Co	4500 Ardine St (South Gate)
	Ventura Foods LLC	633 S Mission Rd
MASON CITY, IA	AGP Processing Inc	1605 19th St SW
	Lehigh Cement Co	700 25th St NW
	Holcim (US) Inc	1840 N Federal Ave
	United Sugars Corp	15499 300th St R4 Hwy 65
MCPHERSON, KS	Chemstar Products Co	503 W Grant St
MEMPHIS, TN	AMDC Warehouse	237 W Olive Ave
	Canale Beverages D	45 E H Crump Blvd W
	Richardson Oilseed Products US Limited Inc	1351 Williams Ave
MILWAUKEE, WI	A1 Recycling	2101 W Morgan Ave
	Alpine Plywood Corp	12210 W Silver Spring Rd
	ATI Ladish LLC	5481 S Packard Ave (Cudahy)
	COFCO International Grains US LLC	960 E Bay St
	Elementis Chromium Inc	546 S Water St
	Federal Marine Terminals Inc	1200 S Lincoln Memorial Dr
	H&R Scrap Metals & Iron Company Inc	9000 W Fond Du Lac Ave (Fonda)
	Hansen Storage Co	2880 N 112th St
	Miller Compressing Co	900 S Water St
	Milwaukee Metro Sewerage Distribution	260 W Seeboth St
	National Warehouse Corp	531 S Water St
	O'Byrne Distribution Centers Inc	5855 N 94th St
	Timber Creek Resource LLC	5059 N 119th St (Butler)
MODESTO, CA	JS West and Company (S)	709 9th St
	Snowden Enterprises Inc	514 Hosmer Avenue
MONROE, LA	Gulf South Warehouse	2930 Commerce St
	Monroe Warehouse Jackson	2019 Jackson St
MT VERNON, IL	Continental Tire The Americas LLC	11525 N Illnois Hwy 142
	Mt Vernon Elevator Company Inc	11675 N Illinois Hwy 37

CITY, STATE	COMPANY NAME	ADDRESS
MUSKOGEE, OK	Griffin Food Company Inc	111 S Cherokee St
	Munding Milling Co	429 S G St
	Yaffe Iron & Metal Company Inc	1200 S G St
NEW ORLEANS, LA	ADM Grain Co[12]	11075 River Rd (Ama)
	Cargill Aghorizons[12]	933 River Rd (Westwego)
	Roehm America LLC[12]	10800 River Rd
	Evonik Cyro LLC[12]	10800 River Rd
	International Matex Tank Terminals[12]	5450 River Rd (Avondale)
	Jefferson Parish School Board[12]	501 Manhattan Blvd (Harvey)
OAKLAND, CA	Dreisbach Enterprises Inc (S)	2530 E 11th St
	Miller Milling Company (S)	2201 E 7th St
	Pacific Coast Container (S)	2099 7th St
	Pacific Transload Systems	737 Bay St
	R&A Trucking Co	1050 77th Ave
	Schnitzer Steel Industries Inc	1101 Embarcadero W
	Transmeridian Warehouses Inc (S)	101 10th Ave
OKLAHOMA CITY, OK	Bluelinx[13]	450 N McArthur Blvd
	Citgo Petroleum Corp	915 N Martin Luther King
	Forest Lumber Company Group LLC	300 N May Ave
	Eckroat Seed Co	1106 N Martin Luther King Ave
	Tom L Davis Lumber Co	2707 W Main St
	W&W Steel Co[14]	1730 W Reno Ave
OMAHA, NE	Ag Processing Incorporated A Cooperative	6501 N 9th St
	Ardent Mills LLC	1521 N 16th St
	Bluelinx	1109 S 19th St
	Drake Williams Steel Inc	2301 Hickory Street
	International Paper Co	7517 F St
	Kellogg Co	9601 F St
	Lineage Gomez	2523 Gomez Ave
	Lozier Corp	6336 Pershing Drive
	Nebraska Warehouse	9100 F St (Woody)
	Omaha Public Power District	7475 John J Pershing Dr
	Paxton & Vierling Steel Co	501 Avenue H
	Ready Mixed Concrete Co	700 Seward St
	West Plains LLC	1230 Ohio St
	William H Harvey Co	4334 S 67 St
	Watco Transloading LLC[15]	6801 N 9th St
PACIFIC, MO	US Silica Co	819 E Osage

CITY, STATE	COMPANY NAME	ADDRESS
PHOENIX, AZ	Boise Cascade BMD (S)	200 S 35th Ave (Campo)
	Brown-Strauss Steel (S)	3727 W Lower Buckeye (Campo)
	Capital Lumber Co (S)	11 N 45th Ave (Campo)
	Cemex (S)	1510 W Lincoln St
	Desert Transfer Inc (S)	3751 W Lower Buckeye Rd
	Freeport Logistics (S)	431 N 47th Ave
	Holsum Bakery Inc (S)	2322 W Lincoln St
	In-Cide Technologies Inc (S)	50 N 41 Avenue
	International Paper Co (S)	301 S 30th St
	Reliance Steel Aristuc (S)	301 S 26th St
	Rew Materials Inc (S)	901 S 12th St
	Schuff Steel Co (S)	1841 W Buchanan St
	Univar USA 45 (S)	50 S 45th Ave
	Western States Petroleum Inc (S)	450 S 15th Ave
	Weyerhaeuser NR Co (S)	1431 S 43rd Ave
PORTLAND, OR	Arrow Reload 2600[17]	2600 N Going St
	Blasen & Blasen Lumber Corp	2155 N Columbia Blvd
	Glacier Northwest	931 N River St
	Ferrellgas LP	641 NE Lombard
	Georgia-Pacific Corp	13333 Rivergate Blvd
	Herbert Malarkey Roofing Co	3131 N Columbia Blvd
	MG Warehouse Inc	9700 N Hurst St
	Mondelez Global LLC	100 NE Columbia Blvd
	Northwest Container Services Inc	11920 N Burgard Rd
	Shell Oil Products US	440 N Columbia Blvd
	Temco LLC	800 N River St
	The Amalgamated Sugar Company LLC	2600 NE Columbia Blvd
ROCKFORD, IL	Kraft Heinz Foods	5500 Forest Hills Rd
	Liebovich Brothers Inc	2116 Preston St
SACRAMENTO, CA	Mc Clatchy Co	21st And Q Streets
	The Procter & Gamble Manufacturing Co (S)	8201 Fruitridge Rd (Polk)
	United States Cold Storage Inc	3100 52nd Ave
SALEM, OR	Americold Logistics LLC (S)	4095 Portland Rd NE
	Lineage Logistics LLC (S)	2525 Ewald Ave SE
	Oregon Cherry Growers (S)	1520 Woodrow St. NE
	Packaging Corporation of America (S)	2121 Madrona Ave SE
	Ventura Foods LLC (S)	3371 Portland Rd NE
SALINA, KS	ADM Grain Co	1884 A E Old Hwy 40
	ADM Milling Co	300 E Ash St
	Allmetal Recycling LLC	312 N 5th St
	Scoular Co	3339 E Country Club Rd
	Stryten Manufacturing LLC	413 E Berg Rd
SEATTLE, WA	Mac Millan-Piper Inc	600 S Edmunds
	Manson Construction Co	5209 E Marginal Way S
	JA Jack & Sons Inc[18]	5427 Ohio Ave S
SHELDON, IA	Ag Processing Inc	804 2nd Ave

CITY, STATE	COMPANY NAME	ADDRESS
SHREVEPORT, LA	AEP Swepco	428 Travis St
	Calumet Lubricants Company LP	3333 Midway Ave
	GSII, Inc	620 Aero Dr
	Libbey Glass Inc	4302 Jewella Ave
	Murphy Bonded Warehouse Inc	2391 Levy St
SIDNEY, NE	Crossroads Cooperative Association	800 Greenwood Rd
	Pennington Seed of Nebraska[19]	800 Pennington Rd
SILVERBOW, MT	Scoular Co	119044 German Gulch Rd
SIOUX CITY, IA	Archer Daniels Midland Co	425 W 39th St
	Hawkeye Distribution Inc[20]	620 Floyd Blvd
	Nutrien Ag Solutions	4505 Dakota Ave
	Richardson Milling Inc	5005 Dakota Ave
	The Andersons Co	514 S Floyd Blvd
	Sioux City Compressed Steel Inc	2600 Blvd Of Champions (Wickham Spur)
	Tyson Fresh Meats Inc[21]	3939 S Lewis Blvd
SPOKANE, WA	Scafco Corp	2800 E Main St
	Spokane Seed Co	East 6015 Alki Ave.
	Trumark Industries Inc	4020 East Main Street
ST JOSEPH, MO	Ag Processing Inc	900 Lower Lake Rd
	Albaugh Inc	4900 Packers Ave
	Bartlett & Co	1005 Lake Rd
	Nestle Purina Petcare Co	4502 Packers Ave
	Omnium LLC	1417 SW Lower Lake Rd
	Silgan Containers Corp	2115 SW Lower Lake Rd

CITY, STATE	COMPANY NAME	ADDRESS
ST LOUIS, MO	American River Transportation Co	4528 S Broadway
	Brenntag Chouteau	126 Chouteau Ave
	Brenntag Mid-South Inc	139 E Soper St (Ivory)
	Darling Ingredients Inc	2 Exchange Ave (East St Louis, IL)
	Hawkins Inc	3101 Carondelet Ave (Dupo, IL)
	ICL Performance Carondelet	8201 Idaho St (Ivory)
	Richardson USA Inc.	7900 Van Buren St
	JD Streett & Company Inc	1 River Rd (Ivory)
	Jenkin Guerin Inc	4480 Hunt Ave
	JW Aluminum Company	6100 S Broadway St (Ivory)
	Kop-Coat Inc	5137 Southwest Ave
	Millman Lumber Co	9264 Manchester Rd
	Nexeo Solutions LLC	7710 Polk St (Ivory)
	Schaeffer Manufacturing Co	102 Barton St
	Transport Museum Association Inc	3015 Barrett Station Rd
	US Durum Milling Inc	7900 Van Buren St (Ivory)
	Valvoline LLC	3536 S 1st St
STERLING, CO	Cargill Inc	219 Right Of Way Rd
	Trinidad Benham Corp	139 E Chestnut St
STOCKTON, CA	Ardent Mills LLC	3939 Producers Dr
	Bulk Transportation	3032 S El Dorado St
	Cargill Inc (S)	4344 S Eldorado St
	Ingredion Inc	1021 Industrial Dr
	JM Eagle	1051 Sperry Rd
SUPERIOR, WI	Simko Acquisition LLC	1901 N 6th St
TACOMA, WA	Fleischmann's Vinegar Company Inc	1115 Zehender St (Sumner)
	Metro Metals Northwest Inc	2202 E River St
	Tri Pak Inc	1209 St Paul Ave
TEMPLE, TX	Cargill Inc	251 Berger Rd
	Temple Iron & Metal Co	815 N 14th St
TEXARKANA, TX	Goodyear Tire & Rubber Co (S)	3500 Washington St
	Miller-Bowie County Farmers Association	801 Willis Grain Elevator
	Tri-State Iron & Metal Co	1725 E 9th St
TOPEKA, KS	Cargill Aghorizons Crossroad	5135 NW Hwy 24
	Cargill Inc	1845 NW Gordon St
	Fairview Mills LLC	2300 NW Menoken Rd
	Goodyear Tire & Rubber Co (S)[22]	2000 NW Hwy 24
TULSA, OK	Boise Cascade BMD	9999 E 58th St

CITY, STATE	COMPANY NAME	ADDRESS
TWIN CITIES, MN	ADM Elevator D	575 Drake St. (Western Ave)
	Alter Trading Corp	801 Barge Channel Rd (S St Paul)
	American Agco Inc	500 Farwell St
	BWC Terminals LLC	2225 Childs Rd (S St Paul)
	Cargill Aghorizons East	12101 Lynn Ave (Savage)
	Cargill Aghorizons West	12100 Dakota Ave (Savage)
	Cargill Salt	12101 Lynn Ave (Savage)
	CD Terminals[16]	12120 Lynne Ave (Savage)
	CHS Inc	50 Chester St (S St Paul)
	CHS Inc	6200 Hwy 13 W (Savage)
	Great Western Dock & Terminal[23]	1031 Childs Rd (S St Paul)
	Hansen Mueller Co	648 24th Ave SE
	Hawkins Chem Barge Channel	701 Barge Channel Rd (S St Paul)
	Hawkins Chem Childs Rd	1125 Childs Rd (S St Paul)
	Kinder Morgan Terminals Inc	925 Hardman Ave S
	Northern Metals LLC	521 Barge Channel Rd (S St Paul)
	Riverland Ag Corp	3251 E Hwy 101 (Shakopee)
	Savage Riverport LLC	12100 Yosemite Ave S (Savage)
	Silgan Containers Manufacturing Corp	12130 Lynn Ave S (Savage)
	Morton Salt Inc	1111 Childs Rd (S St Paul)
WAUKEGAN, IL	NRG Energy Inc	401 E Greenwood Av
WEST CHICAGO, IL	Jel Sert Co	Hwy 59 & Conde St
WICHITA, KS	Allmetal Recycling LLC	800 E 21st St N
	Pepsi Cola Bottling	101 W 48th St S
	Purina Animal Nutrition LLC	414 E 18th St N
	The Coleman Company Inc	3600 N Hydraulic St
	Central Plains Cement Co LLC	130 W Macarthur Rd
	Clean Harbors Wichita LLC	2824 N Ohio St
WINONA, MN	Archer Daniels Midland Co	1155 Riverview Dr
	RTP East Front St	580 East Front Street
	Bay State Milling Co	55 Franklin St
	CHS Inc	10 Prairie Island Rd
	CHS Inc	988 Riverview Dr
	CHS Winona River Rail	1000 E 3rd St
	Malteurop North America Inc	500 W Third St

Notes

[1] Applies only in outbound shipments of Rail Anchors. Will also apply on inbound shipments of Rail Anchors in connection with BNSF.

[2] Reciprocal switching only applies on traffic via line haul service for CN, CPRS, CSXT, or NS and their connecting lines east of Chicago, IL. “East of Chicago” is defined as: a) Any stations within the state or province of ME, VT, NH, MA, CT, NY, NJ, PA,MD, DE, VA, WV, OH, IN, KY, NC, SC, GA, MS, AL, FL, QC, NB, NS b) Any stations in the lower peninsula of MI c) TN except for Shelby County d) Any stations in ON east of and excluding Thunder Bay and Onaping.

[3] Open only on inbound Lumber (STCC 24) from BNSF origins not commonly served by the UP in the states of MT, ID, WA and OR. Applies only on domestic shipments - no reciprocal switching on traffic from Canada or Mexico.

[4] Applicable only from or to IAIS stations not also served by UP. No restrictions on BNSF or NS linehaul traffic.

[5] Open only on outbound moves of distillate or residual fuel oil (29-113; 29-117- 15), rubber extender (29-117-57) inbound/outbound, and carbon black oil (29-119-50), or corresponding HMRC for the STCC codes listed in this note, if applicable.

[6] Facility in Houston Public Grain Elevator #2.

[7] Interstate Traffic Only.

[8] Reciprocal switching for KCS only applies on traffic originating or terminating in Mexico, and traffic originating or terminating at stations on KCS between Laredo and Corpus Christi, TX.

[9] Capacity constraints at this location limit the number of cars to 18 per switch.

[10] Capacity constraints at this location limit the number of cars to 55 per switch.

[11] Reciprocal Switching does not apply on inbound motor vehicles (STCC 37-11, 41-118-35).

[12] Reciprocal switching for these industries applies only for: CN, CSXT, KCS and NS.

[13] Open only on traffic originating at local stations served by competing lines in the states of CA, ID, MT, OR, UT and WA. Also open on traffic originating at Vancouver, BC.

[15] STCC 24-211, 24-991, 28-125, 28-191, 28-712, 33-123, 33-124, 33-125, 33-126 only.

[16] Applicable only on STCC 28-712-x (Superphosphate), 28-125-x (Potassium Compounds), and 28-199-10 (Di-Calcium or Mono-Calcium Phosphate), or corresponding HMRC for the STCC codes listed in this note, if applicable.

[17] Applicable only on inbound shipments of lumber/products (STCC 24-2, 24-3, 24-9) from origins in BC or AB, Canada.

[18] Applicable only for Alaska Railroad.

[19] Applicable only on inbound shipments from BNSF on STCC 01-x (Farm Products), 28-71x (Fertilizers), 20-471-10 (Bird Seed), 22-99x (Textile Goods), 40-291-27 (Fertilizer), or corresponding HMRC for the STCC codes listed in this note, if applicable.

[20] Applicable only in connection with BNSF.

[21] Sioux City/Tyson Fresh Meats (former IBP) note) - Applies only on shipments for road-haul movements via BNSF to destinations as follows. (a) Stations on BNSF west of line of UP from Duluth, MN via Eau Claire, WI, Minneapolis, MN, Mankato, MN and Sioux City, IA to Omaha, NE thence west of the line of BNSF from Omaha, NE to Kansas City, MO thence west of the line of KCS from Kansas City, MO to Port Arthur, TX. (b) Stations on BNSF on or east of the line described in (a) other than those which are also served by UP. (c) Stations on AM and OTVR when routed in connection with BNSF. (this note reinstated from Item 3460, UP Tariff 8005-E).

[22] Open only to BNSF.

[23] Petroleum Coke, stcc 29913 only.

Reciprocal Switches – Non-UP

Reciprocal switching at the following terminals is performed by other railroads. Except where noted by a dagger (†) no fees for these customer locations are published in this circular.

AURORA, MO (physically switched by MNA)
MFA Inc, 303 W Olive St
Tyson Foods, 100 Wolfe Rd

CARTHAGE, MO (physically switched by MNA)
Americold Logistics, 1331 Civil War Rd
Carthage Marble Corp, 1 Civil War Rd
Leggett & Platt, Inc, 1225 E Central Ave

COFFEYVILLE, KS (physically switched by SKOL)
Bartlett Milling Co, 1307 Maple St
Watco Mechanical Services LLC, 1604 S Spruce St

DALLAS, TX (physically switched by DGNO)
Buzzi Unicem USA, 1801 Lone Star Dr
Frito-Lay, Inc., 1141 Regal Row
U.S. Cold Storage Co, 5150 Pulaski St
The Sherwin-Williams Co, 701 S Shiloh Rd (Garland)
Trinity Ceramic Sup., Inc., 9016 Diplomacy Row
U.S. Gypsum Co, 255 Regal Row

FT. SMITH, AR (physically switched by FSR)

Gerber Products, 4301 Harriet Ave
Hormel Foods, 4020 Planters Rd
International Paper, 4215 Planters Rd
International Paper, 4500 Newlon Rd
Yaffee Iron Metal, 719 Wheeler Ave

FT. WORTH, TX (physically switched by FWWR)
MRS Bakeries Business Trust, 7301 South Fwy
Green Bay Packaging, 7901 South Fwy
MillerCoors LLC, 7001 South Fwy

JOPLIN, MO (physically switched by MNA)
Herrman Lumber Co, 3012 E 12th St
Tamko Asphalt Roofing Products, 3001 Newman Rd
Meeks Lumber Co, 510 N Rangeline Rd

† **LAKE CHARLES, LA (physically switched by PRI)**
Lake Charles Harbor & Terminal Distribution, 150 Marine St

† **LONG BEACH, CA (physically switched by PHL)**
Vopak Terminal, 3601 Dock St

† **LOS ANGELES, CA (physically switched by PHL)**
Cargill Corn Milling (S), 2800 Lynwood Rd

† **NEW ORLEANS, LA (physically switched by NOGC)**
Abrasive Products & Equipment, 350 Grefer Ln (Harvey)
Delta Terminal Services (S), 3540 River Rd (Harvey)
Hunting Energy Services, 6615 River Rd (Marrero)
*Blackwater Midstream, 660 La Bauve (Westwego)
Gulf States Asphalt, 175 Avenue A (Westwego)
Vertex Refining, 5000 River Rd (Marrero)
**Open to reciprocal switching only on traffic that originates or terminates east of the Mississippi River.*

PARIS, TX (physically switched by KRR)
Ragland Mills, 1341 1st St SW

SCOTT CITY, KS (physically switched by KO)
Scott Cooperative Assn, 410 E First St

SHAWNEE, OK (physically switched by AOK)
Shawnee Milling, 201 S Broadway St

SPRINGFIELD, MO (physically switched by MNA)
Acme Brick Co, 2325 W Battlefield St
Dyke Industries Inc, 2119 W Battlefield St
Meek Lumber Yard LLC, 2741 S Scenic St
Wildcat Materials Inc, 2235 W Catalpa St
Timken Smo LLC, 2601 W Battlefield St
Westrock Cp LLC, 2705 W Battlefield St
Shapiro Sales, 2330 W Catalpa St

† **STOCKTON, CA (physically switched by CCT)**
California Cedar Products (S), 1340 W Washington St
Penny Newman Grain, 1805 Harbor Ave

† **SUNNYSIDE, WA (physically switched by CWA via BNSF haulage)**
JM Eagle, 1820 S 1st St
Darigold, 400 Alexander Rd

VAN BUREN, AR (physically switched by AM)
Afco Steel LLC, 600 S 28th St
Farmers Co-Op, 2211 Industrial Park Rd
Tankersly Food Svc., 3203 Industrial Park Rd

WATERLOO, IA (physically switched by IANR)
Agvantage F S Inc, 5900 1st St (Dewar, IA)

WICHITA, KS (physically switched by WTA)
Cargill Oil Seed Processing, 1401 N Mosley St

WICHITA FALLS, TX (physically switched by WTJR)
Bell Processing Inc, 1326 Burkburnett Rd

WINFIELD, KS (physically switched by SKOL)
Rubbermaid Specialty Products, 3415 E 12th Ave

† **YAKIMA, WA (physically switched by CWA via BNSF haulage)**
Novolex Shields LLC, 1009 Rock Ave
Westrock Longview LLC, 2001 Long Fibre Ave

Switch Charges by Road

ROAD	STATION	ST	RECIPROCAL SWITCH CHARGE ($/LOADED CAR)	EXCEPTION TO RECIPROCAL SWITCH CHARGE ($/LOADED CAR)
ARR	SEATTLE	WA	420	
BNSF	ABILENE	KS	295	105[f]
BNSF	ATCHISON	S	295	105[f]
BNSF	BEAUMONT	TX	295	105[f]
BNSF	CHEYENNE	WY	295	350[g]
BNSF	CHICAGO	IL	295	105[f]
BNSF	CLINTON	IA	295	105[f]
BNSF	COLORADO SPRINGS	CO	295	105[f]
BNSF	COLTON	CA	193[c]	105[f]
BNSF	COUNCIL BLUFFS	IA	295	105[f]
BNSF	DALHART	TX	193[c]	
BNSF	DALLAS	TX	595	
BNSF	DENVER	CO	295	193[c]; 105[f]
BNSF	DES MOINES	IA	295	105[f]
BNSF	E ST LOUIS	IL	see ST LOUIS, MO	
BNSF	EL PASO	TX	295	193[c]; 105[f]
BNSF	ENID	OK	295	105[f]
BNSF	EUGENE	OR	193[c]	105[f]
BNSF	FREMONT	NE	295	105[f]; 250[k]
BNSF	FRESNO	CA	193[c]	105[f]
BNSF	FT COLLINS	CO	295	105[f]
BNSF	FT WORTH	TX	295	105[f]
BNSF	GALVESTON	TX	295	193[c]; 105[f]
BNSF	GRAND ISLAND	NE	295	105[f]
BNSF	GREELEY	CO	295	105[f]
BNSF	HASTINGS	NE	295	105[f]
BNSF	HOUSTON	TX	295	193[c]; **342[e]**; 105[f]; 216.73[h]
BNSF	HUTCHINSON	KS	295	193[c]; 105[f]
BNSF	INDEPENDENCE	KS	295	105[f]
BNSF	JONESBORO	AR	295	105[f]
BNSF	KANSAS CITY	KS	see KANSAS CITY, MO	
BNSF	KANSAS CITY	MO	295	105[f]
BNSF	KENNEWICK	WA	295	105[f]
BNSF	LODI	CA	295	193[c]; 105[f]
BNSF	LONG BEACH	CA	295	105[f]
BNSF	LOS ANGELES	CA	295	193[c]; 105[f]
BNSF	MCPHERSON	KS	295	105[f]
BNSF	MEMPHIS	TN	295	105[f]
BNSF	MINNEAPOLIS	MN	see ST PAUL, MN	
BNSF	MUSKOGEE	OK	295	105[f]
BNSF	OAKLAND	CA	295	193[c]; 105[f]
BNSF	OKLAHOMA CITY	OK	295	105[f]

ROAD	STATION	ST	RECIPROCAL SWITCH CHARGE ($/LOADED CAR)	EXCEPTION TO RECIPROCAL SWITCH CHARGE ($/LOADED CAR)
BNSF	OMAHA	NE	295	105[f]
BNSF	PACIFIC	MO	295	105[f]
BNSF	PHOENIX	AZ	193[c]	105[f]
BNSF	PORTLAND	OR	295	193[c]; 105[f]
BNSF	SACRAMENTO	CA	295	105[f]
BNSF	SALEM	OR	193[c]	105[f]
BNSF	SALINA	KS	295	105[f]
BNSF	SEATTLE	WA	295	105[f]
BNSF	SIDNEY	NE	295	105[f]
BNSF	SILVER BOW	MT	100	
BNSF	SIOUX CITY	IA	295	105[f]
BNSF	SPOKANE	WA	295	105[f]
BNSF	ST JOSEPH	MO	295	105[f]
BNSF	ST LOUIS	MO	295	105[f]
BNSF	ST PAUL	MN	295	105[f]
BNSF	SOUTH SIOUX CITY	NE	see SIOUX CITY, IA	
BNSF	STERLING	CO	295	105[f]
BNSF	STOCKTON	CA	295	193[c]; 105[f]
BNSF	SUNNYSIDE	WA	295	105[f]
BNSF	SUPERIOR	WI	295	105[f]
BNSF	TACOMA	WA	295	105[f]
BNSF	TEMPLE	TX	295	105[f]
BNSF	TOPEKA	KS	295	193[c]; 105[f]
BNSF	TULSA	OK	295	105[f]
BNSF	WEST CHICAGO	IL	295	105[f]
BNSF	WICHITA	KS	295	105[f]
BNSF	WINONA	MN	295	105[f]
BNSF	YAKIMA	WA	295	105[f]
CFE	CHICAGO	IL	250[l]	
CIC	CEDAR RAPIDS	IA	200	
CN	BATON ROUGE	LA	550	
CN	CEDAR RAPIDS	IA	300	71[n]
CN	CHICAGO	IL	850	
CN	CHICAGO HEIGHTS	IL	850	
CN	COUNCIL BLUFFS	IA	500	
CN	E ST LOUIS	IL	see ST LOUIS, MO	
CN	IOWA FALLS	IA	300	
CN	MEMPHIS	TN	580	
CN	MILWAUKEE	WI	400	
CN	MINNEAPOLIS	MN	see ST PAUL, MN	
CN	NEW ORLEANS	LA	700	222[c]
CN	OMAHA	NE	500	
CN	PEORIA	IL	400	
CN	SIOUX CITY	IA	400	
CN	ST LOUIS	MO	400	

ROAD	STATION	ST	RECIPROCAL SWITCH CHARGE ($/LOADED CAR)	EXCEPTION TO RECIPROCAL SWITCH CHARGE ($/LOADED CAR)
CN	ST PAUL	MN	500	
CN	SOUTH SIOUX CITY	NE	see SIOUX CITY, IA	
CN	SUPERIOR	WI	500	
CN	WAUKEGAN	IL	400	
CN	WEST CHICAGO	IL	400	
CPRS	ALEXANDRIA	LA	350	
CPRS	ATCHISON	KS	295	105[f]
CPRS	BATON ROUGE	LA	350	
CPRS	BEAUMONT	TX	300	
CPRS	CHICAGO	IL	250	150[a]
CPRS	CHICAGO HEIGHTS	IL	250	150[a]
CPRS	CLINTON	IA	250	150[a]
CPRS	CORPUS CHRISTI	TX	295	
CPRS	COUNCIL BLUFFS	IA	160	131[i], 105[f]
CPRS	DALLAS	TX	295	
CPRS	E ST LOUIS	IL	see ST LOUIS, MO	
CPRS	HOUSTON	TX	400[e]	
CPRS	JANESVILLE	WI	250	150[a]
CPRS	KANSAS CITY	KS	see KANSAS CITY, MO	
CPRS	KANSAS CITY	MO	400	250[j]
CPRS	LAKE CHARLES	LA	350	
CPRS	MASON CITY	IA	400	
CPRS	MILWAUKEE	WI	250	150[a]
CPRS	MINNEAPOLIS	MN	see ST PAUL, MN	
CPRS	MONROE	LA	350	
CPRS	NEW ORLEANS	LA	350	222[c]
CPRS	OMAHA	NE	160	131[i], 105[f]
CPRS	ROCKFORD	IL	300	
CPRS	SHAKOPEE	MN	250	150[a]
CPRS	SHELDON	IA	250	150[a]
CPRS	SHREVEPORT	LA	350	
CPRS	ST LOUIS	MO	400	
CPRS	ST PAUL	MN	250	150[a]; 100[d]
CPRS	SUPERIOR	WI	500	150[a]
CPRS	TEXARKANA	AR	295	222[c]
CPRS	TOPEKA	KS	295	105[f]
CPRS	WINONA	MN	250	150[a]
CSS	CHICAGO	IL	385	
CSXT	CHICAGO	IL	295	
CSXT	CHICAGO HEIGHTS	IL	295	
CSXT	E ST LOUIS	IL	see ST LOUIS, MO	
CSXT	MEMPHIS	TN	295	
CSXT	NEW ORLEANS	LA	295	222[c]
CSXT	ST LOUIS	MO	295	
EVWR	MT VERNON	IL	250	

ROAD	STATION	ST	RECIPROCAL SWITCH CHARGE ($/LOADED CAR)	EXCEPTION TO RECIPROCAL SWITCH CHARGE ($/LOADED CAR)
GWR	GREELEY	CO	295	85[a]
IAIS	COUNCIL BLUFFS	IA	154	131[i,] 105[f]
IAIS	DES MOINES	IA	250	
IAIS	OMAHA	NE	154	131[i,] 105[f]
IR	ROCKFORD	IL	320	
KO	HUTCHINSON	KS	295	193[c]; 105[f]
KO	WICHITA	KS	295	105[f]
MET	MODESTO	CA	200	222[c]
NS	CHICAGO	IL	295	250[b]
NS	DES MOINES	IA	295	250[b]
NS	E ST LOUIS	IL	see ST LOUIS, MO	
NS	KANSAS CITY	KS	see KANSAS CITY, MO	
NS	KANSAS CITY	MO	295	250[b]
NS	MEMPHIS	TN	295	250[b]
NS	MT VERNON	IL	295	250[b]
NS	NEW ORLEANS	LA	295	250[b],222[c]
NS	PEORIA	IL	295	250[b]
NS	ST LOUIS	MO	295	250[b]
TCWR	MINNEAPOLIS	MN	see ST PAUL, MN	
TCWR	ST PAUL	MN	250	150[a]; 100[d]
WSOR	JANESVILLE	WI	250	

Notes

[a] The Reciprocal Switch charges for the following carriers, apply only on the following commodities:

01-131(X) Barley
01-132(X) Corn
01-133(X) Oats
01-135(X) Rye
01-136(X) Sorghum
01-137(X) Wheat
01-139(X) Grain, etc
01-142(X) Flaxseed (CPRS only)
01-144(X) Soybeans
01-149(X) Sunflower Seeds (CPRS only)

[b] NS $250 Reciprocal Switch charge applies only on the following commodities:

01 131(X) Barley
01 132(X) Corn
01 133(X) Oats
01 134(X) Rough Rice
01 135(X) Rye
01 136(X) Sorghum
01 137(X) Wheat
01 139(X) Grain, nec
01 141(X) Cottonseeds
01 142(X) Flaxseed
01 144(X) Soybeans
01 149(X) Oil Kernels
01 191(X) Fodder, hay
01 196(X) Straw, excluding chopped ground or pulverized
01 199(X) Field Crops
20 411(X) Wheat Flour, excluding blended or prepared
20 412(X) Wheat bran, middlings or shorts
20 413(X) Corn meal or flour
20 414(X) Rye flour or meal
20 416(X) Oatmeal or flour
20-418(X) Grain mill by-products
20 419(X) Flour or other grain mill products
20 421(X) Prepared feed, animal, etc
20 441(X) Rice cleaned
20 442(X) Rice flour, bran or meal
20 443(X) Brewers rice
20 449(X) Milled rice or by-products, nec
20 451(X) Blended or prepared flour
20 461(X) Corn syrup
20 462(X) Corn Starch
20 463(X) Corn sugar
20 464(X) Dextrine, corn
20 466(X) Starch, etc
20 467(X) Wet process corn, etc
20 469(X) Wet Processing corn milling
20 823(X) Brewers Spent Grains/DDGs
20 831(X) Malt
20 839(X) Malt By-products
20 859(X) By-products of Liquor Distilling
20 911(X) Cottonseed oil, crude or refined
20 914(X) Cottonseed, cake or meal
20 921(X) Soybean oil, crude or refined
20 923(X) Soybean, cake, flour, grits
20 931(X) Linseed oil, crude or refined
20 933(X) Nut or vegetable oils
20 939(X) Nut or vegetable oilseed

[c] Former SP customers flagged Group “S”.

[d] $100 at Port Cargill when Cargill Ag Horizon West, Cargill Ag Horizon East, Silgan Containers interchanged at Savage, MN.

[e] Only applies to former HBT industries flagged “H”.

[f] $105 Reciprocal Switch charge applies only for shipments of 50 or more cars, on a single waybill, for the following commodities:

01-131(X) Barley
01-132(X) Corn
01-133(X) Oats
01-135(X) Rye
01-136(X) Sorghum
01-137(X) Wheat
01-139(X) Grain, etc
01-144(X) Soybeans

g Applies only on Coke (STCC 29-913).

h Applies on cars handled in or out of the facilities of Woodhouse Terminal in Galena Park, TX, other than Lansing Trade Group (former Houston Public Grain Elevator #2) and interchange with KCS.

i KCS/IAIS $131(less then 50 cars)/ $105 (50 or more cars on a single waybill) reciprocal switch charge applies for shipments on the following commodities:

01-131-10 Barley
01-132-10 Corn In The Ear, Not Shelled, Dried
01-132-15 Corn Shelled, Dried
01-133-10 Oats
01-134(X) Rice
01-135-10 Rye
01-136-90 Sorghum Grain, In Mixtures
01-137-10 Wheat
01-139-10 Buckwheat
01-139-15 Spelt Export
01-139-25 Millet
01-139-30 Grain Screenings, Unground
01-139-40 Triticale
01-144(X) Soybean
01-149-40 Castor Beans
01-915-66 Mustard Seeds
20-419-79 Corn Cracked Export
20-441(X) Rice Cleaned
20-443(X) Brewers Rice
20-449-30 Rice Screening

j Applies only to General Motors in Fairfax, KS.

k Applies only on coal (STCC 11-X). Effective May 1, 2004.

l Applies only when originating or terminating east of Chicago.

m (Sioux City/Tyson Fresh Meats (former IBP) note) - Applies only on shipments for road-haul movements via BNSF to destinations as follows. (a) Stations on BNSF west of line of UP from Duluth, MN via Eau Claire, WI, Minneapolis, MN, Mankato, MN and Sioux City, IA to Omaha, NE thence west of the line of BNSF from Omaha, NE to Kansas City, MO thence west owith BNSF. (this note reinstated from Item 3460, UP Tariff 8005-E).f the line of KCS from Kansas City, MO to Port Arthur, TX. (b) Stations on BNSF on or east of the line described in (a) other than those which are also served by UP. (c) Stations on AM and OTVR when routed in connection

n Apply to Intrastate Traffic only.

Exhibit 3

November 9, 2026

The Hon. Patrick Fuchs, Chair
The Hon. Michelle Shultz, Vice Chair
The Hon. Karen Hedlund
The Hon. Richard Kloster
Surface Transportation Board
395 E Street, S.W.
Washington, D.C. 220423

Re: FD No. 36873, Union Pacific Corp. – Control –
Norfolk Southern Corp.

Dear Board Members:

West Plains, LLC is submitting this letter in support of Iowa Interstate Railroad, LLC ("IAIS") in the matter of the proposed merger between UP and NS.

West Plains is an agricultural commodities company specializing in warehouse operations, risk management and transportation. We provide logistics support for the trading, storage and transportation of whole grains, feed ingredients, and related commodities throughout North America. West Plains operates 9 grain facilities with approximately 12.3 million bushels of storage capacity in multiple states in the Midwest.

West Plains' interest in the UP-NS merger arises from our facility at Omaha, Nebraska. IAIS has reciprocal switching access to UP customers in Omaha, Nebraska which provides options for our facility, and IAIS's familiarity with our business and attention to the details of our transportation needs are a major asset. We understand that IAIS's reciprocal switching access is subject to a tariff that is controlled by UP. We are concerned that an unconditioned UP-NS merger will provide incentives to restrict IAIS's switching access in ways that would limit our options and harm our business. We also understand that the Committed Gateway Pricing program that UP has created to expand competition is so restrictive that a railroad like IAIS cannot participate. For these reasons, we support IAIS's requests that the STB condition any approval of the merger on UP's preservation of IAIS switching access at Omaha at competitive rates and that UP's Committed Gateway Pricing Program be opened to railroads such as IAIS.

We appreciate this opportunity to share our views with the STB.

Sincerely,

Brian Carleton
Chief Operating Officer

Exhibit 4

REDACTED