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SIDNEY STRICKLAND AND ASSOCIATES, PLLC

3050 K ST. N.W., SUITE 101
WASHINGTON, DC 20007-5108
TELEPHONE: 202-338-1325
FAX: 202-672-5399



SIDNEY L. STRICKLAND, JR.
SIDNEY.STRICKLAND@STRICKLANDPLLCC.COM

June 6, 2006

Honorable Vernon A. Williams
Surface Transportation Board
1925 K Street, N.W.
Washington, DC 20423-0001

**Re: Surface Transportation Board Finance Docket No. 34882, Longview
Switching Company—Trackage Rights Exemption—BNSF Railway
Company**

Dear Secretary Williams,

Enclosed for filing in the referenced docket are the original and ten copies of a Verified Notice of Exemption, and a check for \$1,000.00, covering the filing fee.

Please acknowledge receipt of this material by date stamping the enclosed copy of this letter and returning it to me in the enclosed self-addressed stamped envelope.

Sincerely,

ENTERED
Office of Proceedings

JUN 06 2006

Part of
Public Record

SLS/eev
Encs.

cc: Mr. John Sims
Mr. Robert T. Opal
Mr. Karl Morell

Sidney L. Strickland, Jr.

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JUN 06 2006

SURFACE
TRANSPORTATION BOARD

BEFORE THE
SURFACE TRANSPORTATION BOARD



STB Finance Docket No. 34882

LONGVIEW SWITCHING COMPANY—TRACKAGE RIGHTS EXEMPTION—
BNSF RAILWAY COMPANY

VERIFIED NOTICE OF EXEMPTION

Karl Morell
Of Counsel
Ball Janik, LLP
1455 F Street, N.W.
Suite 225
Washington DC 20005
(202) 638-3307
(202) 783-6947 FAX

Sidney L. Strickland, Jr.
Elizabeth E. Waite
Sidney Strickland and Associates, PLLC
3050 K Street N.W.
Suite 101
Washington DC 20007
(202) 338-1325
(202) 672-5399 FAX

ATTORNEYS FOR LONGVIEW SWITCHING
COMPANY

Dated: June 6, 2006

BEFORE THE
SURFACE TRANSPORTATION BOARD

STB Finance Docket No. 34882

LONGVIEW SWITCHING COMPANY—TRACKAGE RIGHTS EXEMPTION—
BNSF RAILWAY COMPANY

VERIFIED NOTICE OF EXEMPTION

1. Longview Switching Company ("LSC") files this verified notice of exemption pursuant to 49 C.F.R. §1180.2(d)(7). Under this notice, LSC will obtain overhead trackage rights from BNSF Railway Company ("BNSF") between South of Longview Junction at MP 104.0 on BNSF's Seattle Subdivision to north of Kelso at BNSF's MP 96.0 also on the Seattle Subdivision, a distance of approximately 8.0 miles (referred to herein as "Joint Trackage"). The overhead trackage rights are for the sole purpose of overhead movement of cars of BNSF and Union Pacific Railroad Company ("UP") being handled by LSC during switching operations in the vicinity of Longview Junction.¹

The acquisition of these overhead trackage rights is based on a written agreement. The trackage rights are not sought as a responsive application in a rail consolidation proceeding.

2. The following information is provided as required by 49 C.F.R. §1180.4(g)(1)(i):

Section 1180.6(a)(1)(i-iii).

BNSF has granted overhead trackage rights to LSC between South of Longview Junction

¹ UP has trackage rights over the Joint Trackage pursuant to a trackage rights agreement dated July 1, 1909, as supplemented, between predecessors of BNSF and UP.

at MP 104.0 on BNSF's Seattle Subdivision to north of Kelso at BNSF's MP 96.0 also on the Seattle Subdivision, a distance of approximately 8.0 miles ("Joint Trackage"). Subject to approval of the Board, the overhead trackage rights will terminate on the earlier of: (1) the termination or expiration of the 1971 Switching Agreement between a predecessor of BNSF and between LSC and UP; or (2) cancellation by any party upon ninety (90) days' written notice to the other parties. LSC will operate its own trains with its own crews over the Joint Trackage. The carriers involved in this transaction and their business addresses are as follows:

BNSF Railway Company
2600 Lou Menk Drive
P. O. Box 961034
Fort Worth, TX 76161

Longview Switching Company
115 Industrial Way
Longview, WA 98632

Questions regarding this exemption should be sent to Sidney L. Strickland Jr., Sidney Strickland and Associates, PLLC, 3050 K Street N.W., Suite 101, Washington DC 20007. The telephone number is (202) 338-1325.

Consummation of the transaction will occur on the effective date of this notice. The overhead trackage rights are for the sole purpose of overhead movement of cars of BNSF and UP being handled by LSC during switching operations in the vicinity of Longview Junction. The overhead trackage rights will expire on the earlier of: (1) the termination or expiration of the 1971 Switching Agreement between a predecessor of BNSF and between LSC and UP; or (2) cancellation by any party upon ninety (90) days' written notice to the other parties.

Section 1180.6(a)(5).

The trackage involved in the overhead trackage rights agreement is located in the state of Washington.

Section 1180.6(a)(6).

The required map is attached hereto as Exhibit No. 1.

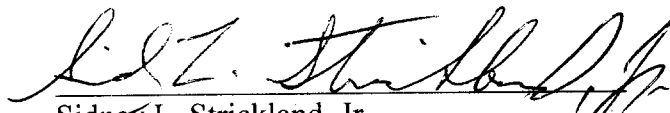
Section 1180.6(a)(7)(ii).

A copy of the overhead trackage rights agreement covering this transaction is attached hereto as Exhibit No. 2.

Applicants are agreeable to the imposition of the standard labor protective conditions imposed by the Board pursuant to Norfolk and Western Ry. Co.--Trackage Rights--BN, 354 I.C.C. 605 (1978), as modified in Mendocino Coast Ry., Inc.--Lease and Operate, 360 I.C.C. 653 (1980).

This transaction does not require the filing of an environmental report or an historic report under 49 C.F.R. §1105.6(c)(4) and §1105.8(b)(3) respectively.

Respectfully submitted,



Sidney L. Strickland, Jr.
Elizabeth E. Waite
Sidney Strickland and Associates, PLLC
3050 K Street N.W.
Suite 101
Washington DC 20007
(202) 338-1325
(202) 672-5399 FAX

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1455 F Street, N.W.
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ATTORNEYS FOR LONGVIEW SWITCHING
COMPANY

SURFACE TRANSPORTATION BOARD

Notice of Exemption

STB Finance Docket No. 34882

LONGVIEW SWITCHING COMPANY—TRACKAGE RIGHTS EXEMPTION—
BNSF RAILWAY COMPANY

BNSF Railway Company (BNSF) has granted overhead trackage rights to Longview Switching Company (LSC) between South of Longview Junction at MP 104.0 on BNSF's Seattle Subdivision to north of Kelso at BNSF's MP 96.0 also on the Seattle Subdivision, a distance of approximately 8.0 miles (referred to herein as "Joint Trackage").

The overhead trackage rights are for the sole purpose of overhead movement of cars of BNSF and Union Pacific Railroad Company (UP) being handled by LSC during switching operations in the vicinity of Longview Junction,¹ and will be effective on the effective date of this notice. The overhead trackage rights will expire on the earlier of: (1) the termination or expiration of the 1971 Switching Agreement between a predecessor of BNSF and between LSC and UP; or (2) cancellation by any party upon ninety (90) days' written notice to the other parties.

This notice is filed under 49 C.F.R. §1180.2(d)(7). Petitions to revoke the exemption under 49 U.S.C. 10502(d) may be filed at any time. The filing of a petition to revoke will not stay the transaction.

Dated:

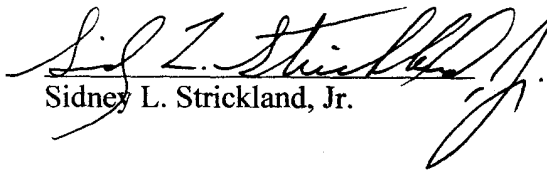
By the Board,
Vernon A. Williams,
Secretary.

¹ UP has trackage rights over the Joint Trackage pursuant to a trackage rights agreement dated July 1, 1909, as supplemented, between predecessors of BNSF and UP.

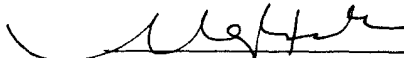
VERIFICATION

THE DISTRICT OF COLUMBIA, §

Sidney L. Strickland, Jr., being duly sworn, deposes and says that he has read the foregoing notice of exemption and that the contents thereof are true and correct to the best of his knowledge and belief.


Sidney L. Strickland, Jr.

Subscribed and sworn to before me this 1 day of June, 2006.


Notary Public WENDY HUBEL

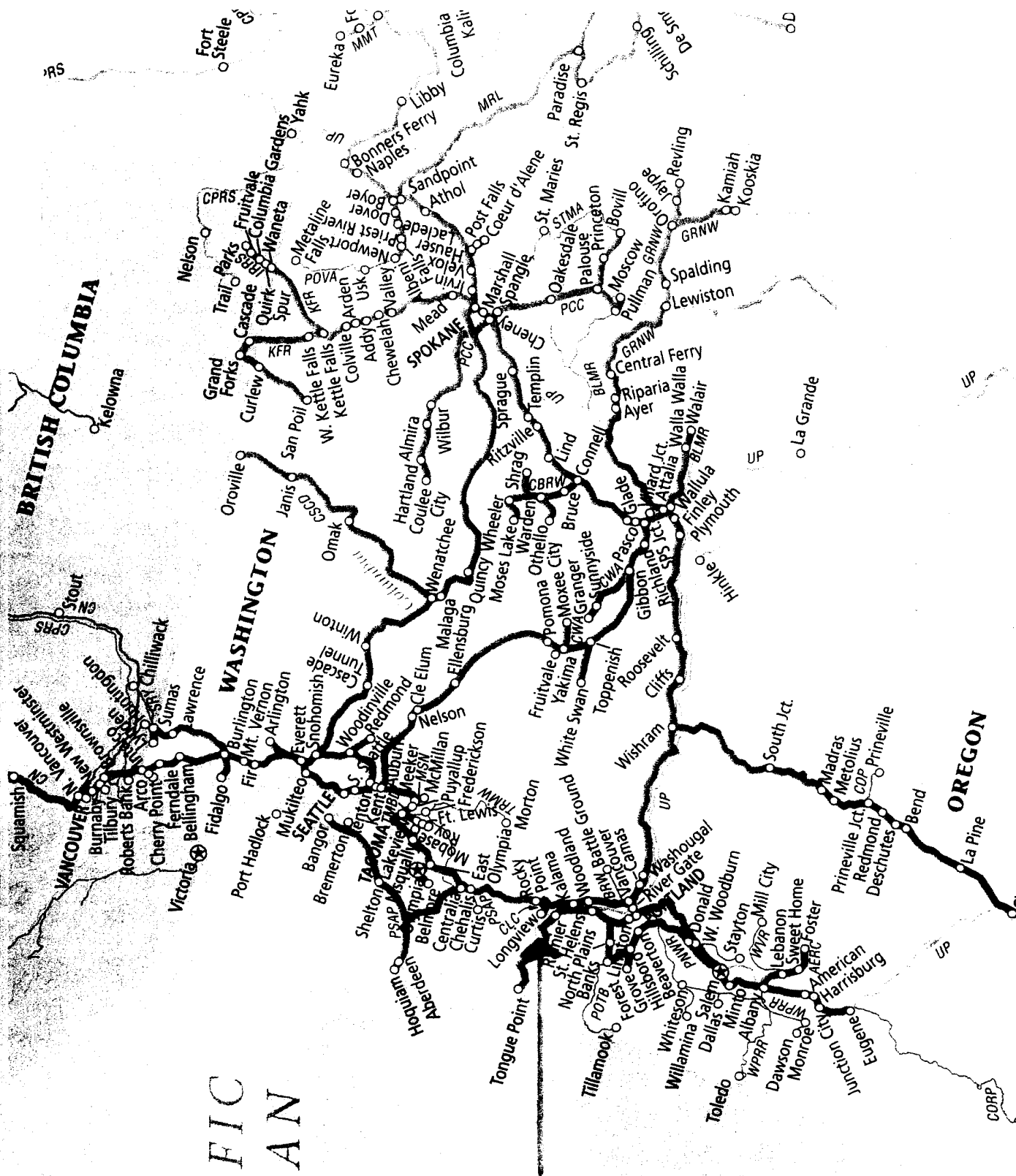
My Commission expires:

My Commission Expires
August 14, 2008

BRITISH COLUMBIA

PACIFIC
OCEAN

OREGON



OVERHEAD TRACKAGE RIGHTS AGREEMENT**LSC over BNSF****LONGVIEW JUNCTION, WA**

THIS AGREEMENT, made and entered into this 30th day of May, 2006 (the "Execution Date"), by and between **BNSF RAILWAY COMPANY**, a Delaware corporation, hereinafter referred to as "BNSF" or "Owner", **LONGVIEW SWITCHING COMPANY**, a Washington corporation, hereinafter referred to as "LSC" or "User", and **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, hereinafter referred to as "UP".

WITNESSETH:

WHEREAS, BNSF owns a line of railroad consisting of track structure extending between South of Longview Junction at MP 104.0 on BNSF's Seattle Subdivision to north of Kelso at BNSF's MP 96.0 also on the Seattle Subdivision, a distance of approximately 8.0 miles, as shown by bold and dashed lines on the attached print dated May 16, 2006 (and identified as Exhibit A), and referred to hereinafter as the "Joint Trackage"; and

WHEREAS, UP has trackage rights over the Joint Trackage pursuant to a trackage rights agreement dated July 1, 1909, as supplemented, between predecessors of BNSF and UP, referred to hereinafter as the "1909 Trackage Rights Agreement"; and

WHEREAS, LSC desires to obtain overhead trackage rights upon the Joint Trackage for the sole purpose of overhead movement of cars of BNSF and UP being handled by LSC during switching operations at Longview Junction by LSC; and

WHEREAS, BNSF is willing to grant LSC limited use of the Joint Trackage for the sole purpose of switching BNSF and UP cars at Longview Junction; and

WHEREAS, BNSF and LSC wish to more specifically define the terms and conditions under which said trackage rights shall be exercised.

NOW, THEREFORE, it is mutually agreed by and between the parties.

Section 1. General Conditions; Conflicts Between Provisions:

Except where expressly provided otherwise herein, General Conditions concerning operations under this Agreement shall be those as set forth in the attached hereto as Exhibit B which is hereby made a part of this Agreement; provided, however, management and control and liability

allocation concerning operations under this Agreement shall be those as provided by the pertinent provisions in the 1909 Trackage Rights Agreement, identified as Articles I, Sections 3. and 4., and Article III, Sections 1. and 2., all of which are hereby made a part of this Agreement. Insofar as those provisions of the 1909 Trackage Rights Agreement may apply, LSC shall be deemed to be a "user" and "party" to the 1909 Trackage Rights Agreement.

Each capitalized term used and not otherwise defined in this Agreement shall have the meaning ascribed to it in the General Conditions. For the purposes of this Agreement, "Equipment" shall mean trains, locomotives, rail cars (loaded or empty), intermodal units (loaded or empty), cabooses, vehicles, and machinery which are capable of being operated on railroad tracks or on right-of-way for purpose of the maintenance or repair of such railroad tracks. If any conflict between the General Conditions and this Agreement shall arise, the provisions of this Agreement shall prevail.

Equipment being handled by LSC for BNSF and or UP shall, under this Agreement, be deemed Equipment of LSC.

All amendments, supplements, modifications to and waivers of the terms of this Agreement shall be in writing and signed by the parties hereto.

Section 2. LSC's Rights:

(a) Subject to the terms and conditions contained herein, BNSF grants to LSC the nonexclusive right to use the Joint Trackage for the limited operation of Equipment over the Joint Trackage in common with BNSF and UP and such other railroad company or companies as BNSF has heretofore admitted or may hereafter at any time in the future admit to the joint use of all or part of the Joint Trackage (provided that such future admittance shall not materially hinder or obstruct the fair and reasonable exercise of the rights granted in this Agreement), such other railroad company or companies to hereinafter be considered BNSF for the purposes of this Agreement, it being understood and agreed that LSC shall not have the right to:

- (i) Switch industries or transload upon the Joint Trackage; or
- (ii) Set out, pick up or store Equipment upon the Joint Trackage, or any part thereof; or
- (iii) Serve any industry, team or house track, intermodal or auto facility now existing or hereafter located along the Joint Trackage; or
- (iv) Permit or admit any third party to the use of all or any portion of the Joint Trackage, nor, under the guise of doing its own business, contract or make any agreement to handle as its own Equipment over or upon the Joint Trackage, or any portion thereof, the Equipment of any such third party which

in the normal course of business would not be considered the Equipment of BNSF, UP or LSC; or

- (v) Connect with itself at any location along the Joint Trackage; or
- (vi) Connect with any other railroad at any location along the Joint Trackage; or
- (vii) Build-in to or build out from any point on or along the Joint Trackage; or
- (viii) Interchange with any other railroad or perform haulage services for any other railroad other than BNSF or UP on or along the Joint Trackage.

(b) The management, operation, dispatching and maintenance of the Joint Trackage shall, at all times, be under the exclusive direction and control of BNSF, and the movement of rail cars over and along the Joint Trackage shall at all times be subject to the direction and control of BNSF's authorized representatives and in accordance with such reasonable operating rules as BNSF shall from time-to-time institute.

(c) LSC agrees that when entering, exiting, setting out or picking up from its existing lines of railroad or trackage rights lines "LSC's Operations", it shall do so without unreasonable interference or impairment of the Joint Trackage.

Section 3. LSC's rights and obligations:

LSC's rights and obligations granted pursuant to the Switching Agreement dated December 3, 1971, as supplemented, referred to hereinafter as the "1971 Switching Agreement", between a predecessor of BNSF and between LSC and UP, shall remain in effect during the term of this Trackage Rights Agreement. The 1971 Switching Agreement is attached hereto as Exhibit C which is hereby made a part of this Agreement.

Section 4. Allocation of Liability and Costs:

Operations under this Trackage Rights Agreement over the Joint Trackage shall be governed by the liability provisions referenced herein below. All associated costs and expenses for any Loss and/or Damage incurred under this Trackage Rights Agreement over the Joint Trackage involving LSC and apportioned to BNSF and UP shall be governed by the cost allocation provisions of the 1971 Switching Agreement, as supplemented. In the event that an accident or injury or cost occurs resulting in any Loss and/or Damage from operations under this Trackage Rights Agreement, following is how the apportionment of the costs shall be handled:

- (i) If an incident involves LSC and BNSF but not UP – The liability provisions of the 1909 Trackage Rights Agreement as amended and supplemented shall apply, and the apportionment of LSC's costs and expenses shall be allocated to BNSF and UP per the 1971 Switching Agreement as supplemented.

- (ii) If an incident involves LSC and UP but not BNSF - The liability provisions of the 1909 Trackage Rights Agreement as amended and supplemented shall apply, and the apportionment of LSC's costs and expenses shall be allocated to BNSF and UP per the 1971 Switching Agreement as supplemented.
- (iii) If an incident involves LSC and UP and BNSF - The liability provisions of the 1909 Trackage Rights Agreement, as amended and supplemented, shall apply and the apportionment of LSC's costs and expenses shall be allocated to BNSF and UP per the 1971 Switching Agreement as supplemented.
- (iv) If an incident involves BNSF and UP but not LSC - The liability provisions and cost allocations shall be as provided for in the 1909 Trackage Rights Agreement as amended and supplemented.
- (v) If an incident involves LSC only but not BNSF and UP - The liability provisions of the 1909 Trackage Rights Agreement as amended and supplemented and the apportionment of LSC's costs and expenses shall be allocated to BNSF and UP per the 1971 Switching Agreement as supplemented.

Section 5. Effective Date, Term and Termination:

Subject to and conditioned upon approval of the U.S. Department of Transportation Surface Transportation Board ("STB"), if required, this Agreement shall be effective as of the later of May 26, 2006 or the date STB approval is effective ("Effective Date"), and unless otherwise terminated, shall continue in full force and effect until the earlier of the termination or expiration of the 1971 Agreement or cancellation by any party upon ninety (90) days' written notice to the other parties.

Any termination, however, shall not relieve either party from any liability, which may have accrued prior to the date of termination.

Section 6. Notices:

All notices, demands, requests, submissions and other communications which are required or permitted to be given pursuant to this Agreement shall be given by either party to the other in writing and shall be deemed properly served if delivered by hand, or mailed by overnight courier or by registered or certified mail, return receipt requested, with postage prepaid, to such other party at the address listed below:

If intended for LSC:

Manager LSC
115 Industrial Way
Longview, WA 98632

With a copy to:

AVP Contracts and Joint Facilities
2600 Lou Menk Drive
P.O. Box 961034
Fort Worth, Texas 76161-0034

If intended for BNSF:

Executive Vice President and COO
2600 Lou Menk Drive
P.O. Box 961034
Fort Worth, Texas 76161-0034

With a copy to:

AVP Contracts and Joint Facilities
2600 Lou Menk Drive
P.O. Box 961034
Fort Worth, Texas 76161-0034

If intended for UP:

Executive Vice President-Operation
Room 1206
1416 Dodge Street
Omaha, Nebraska 68179

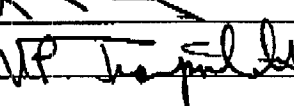
With a copy to:

Director Joint Facilities
Room 1200
1416 Dodge Street
Omaha, Nebraska 68179

Notice of address change may be given any time pursuant to the provisions of this Section 6.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

BNSF RAILWAY COMPANY

By: 
Title: VP 

UNION PACIFIC RAILROAD COMPANY

By: 
General Manager Joint Facilities

LONGVIEW SWITCHING COMPANY

By: 
Title: VP Longview Switching Co.

**Exhibit "A" to LSC Trackage Rights Agreement
May 16, 2006**

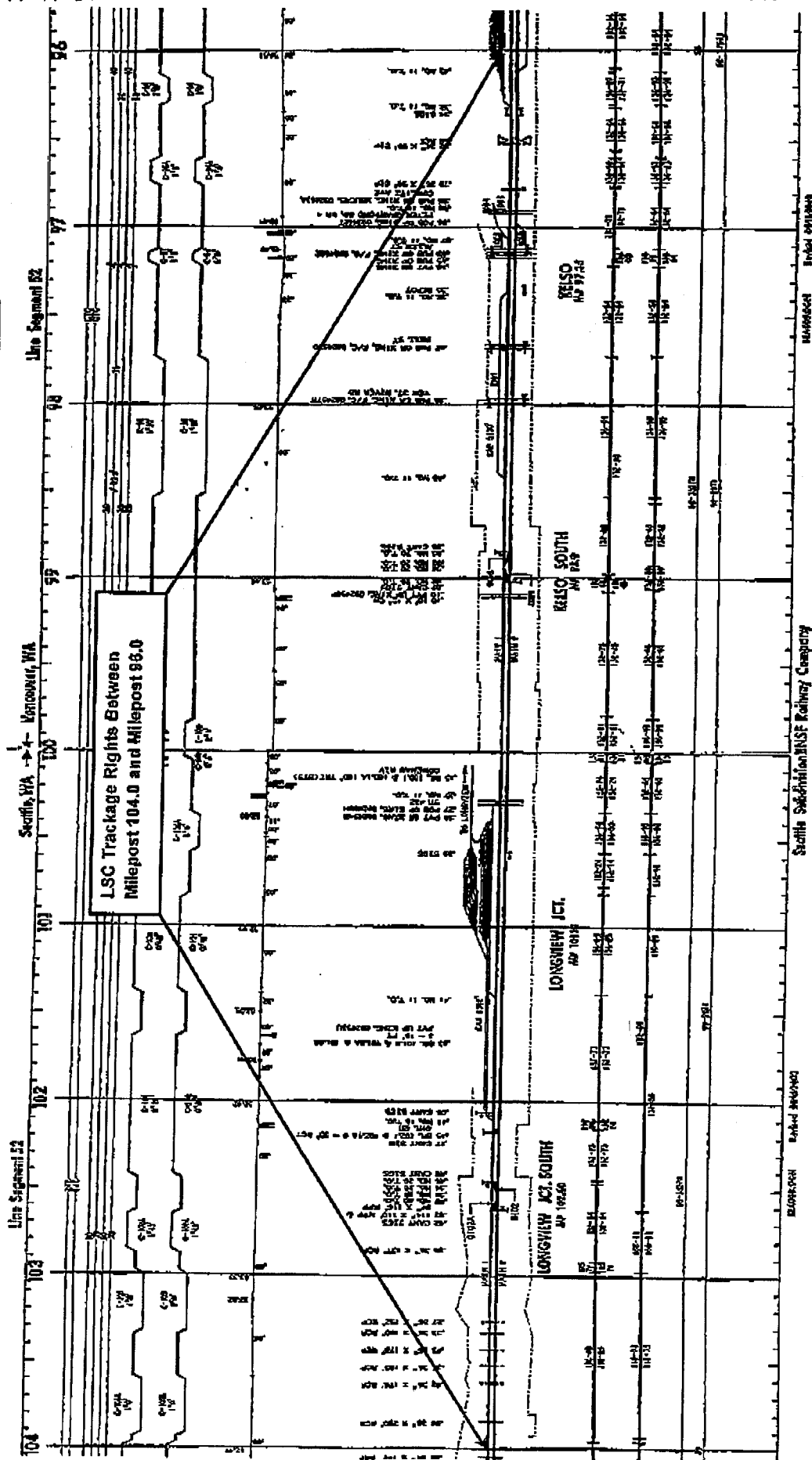


EXHIBIT B
GENERAL CONDITIONS
OVERHEAD TRACKAGE RIGHTS AGREEMENT
LONGVIEW JUNCTION, WA

Section 1. DEFINITIONS

1.1 "Agreement" shall mean that certain agreement dated May 30th, 2006 to which this Exhibit B is appended.

1.2 "Car" shall mean one (1) rail car; however, in the case of an articulated rail car the number of cars shall be determined by the AAR Car Type Code as defined in the UMLER Specification Manual. The second character in the Car Type Code field covering codes "Q" and "S" will be the factor in determining the car count for an articulated unit. For example, AAR Car Type Code (S566) would equate to a five (5) car count as these type cars have five wells capable of handling 40' to 48' containers in each well. (Car count data for articulated units are subject to change upon development of technology to separate units by car numbers.) Each locomotive shall be counted as two (2) cars.

1.3 "Equipment" shall mean trains, locomotives, rail cars (loaded or empty), intermodal units (loaded or empty), cabooses, vehicles, and machinery which are capable of being operated on railroad tracks or on right-of-way for purpose of the maintenance or repair of such railroad tracks.

1.4 "Joint Trackage" shall mean the track structure of Owner as described in the Agreement including necessary right-of-way and all appurtenances, signals, communications, and facilities of Owner and all Changes in and/or Additions to said track structure now or in the future located as are required or desirable for the operation of the Equipment of the parties hereto.

1.5 "Owner" shall have the meaning given to it in the Agreement.

1.6 "STB" shall mean the Surface Transportation Board of the United States Department of Transportation or any successor agency.

1.7 "User" shall have the meaning given to it in the Agreement.

Section 2. MAINTENANCE, ADDITIONS, OPERATION, AND CONTROL

2.1 The following terms of this Section 2 apply except to the extent such terms are in conflict with any terms of the 1909 Trackage Rights Agreement as amended and supplemented. Owner shall have sole charge of the maintenance and repair of the Joint Trackage with its own supervisors, labor, materials and equipment. Owner, from time to time, may make such Changes in and/or Additions to the Joint Trackage as shall be required by any law, rule, regulation or

ordinance promulgated by any government body having jurisdiction, or as Owner, in its sole discretion, shall deem necessary, subject to Section 2.2. Such Changes in and/or Additions to the Joint Trackage shall become a part of the Joint Trackage or in the case of retirements shall be excluded from the Joint Trackage.

2.2 Unless otherwise mutually agreed to by the parties in writing, Owner shall, (i) keep and maintain the Joint Trackage on a consistent basis at no less than the track standard designated in the timetable in effect on the date of the Agreement, including special instructions for the Joint Trackage as of the date of the Agreement, (ii) maintain at least the physical capacity of the Joint Trackage as of the date of the Agreement (i.e., number of main tracks, support tracks, signal systems, rail weight, line clearances, etc.), and (iii) be responsible for any Changes in and/or Additions to the Joint Trackage as shall be necessary to accommodate the traffic of Owner and User while maintaining existing service standards (including transit times) in effect on the date of the Agreement. In the event that User desires that the Joint Trackage be improved to a condition in excess of the standard set forth in this Section 2.2, or desires that other Changes in and/or Additions to be made to the Joint Trackage, Owner agrees to make such Changes in and/or Additions to the Joint Trackage if funded in advance by User. Thereafter, such Changes in and/or Additions to the Joint Trackage shall become part of the Joint Trackage and shall be maintained by Owner in such improved condition.

2.3 Owner shall employ all persons necessary to construct, operate, maintain, repair and renew the Joint Trackage. Owner shall be bound to use reasonable and customary care, skill and diligence in the construction, operation, maintenance, repair and renewal of the Joint Trackage and in managing of the same. Owner shall make its best effort to ensure that User is given the same advance notice of maintenance plans and schedules as is provided to Owner's personnel.

2.4 The management, operation (including dispatching) and maintenance of the Joint Trackage shall, at all times, be under the exclusive direction and control of Owner, the movement of Equipment over and along the Joint Trackage shall at all times be subject to the exclusive direction and control of Owner's authorized representatives and in accordance with such reasonable operating rules as Owner shall from time to time institute. User shall, at User's sole cost and expense, obtain, install and maintain necessary communication equipment to allow User's Equipment to communicate with Owner's dispatching and signaling facilities the same as Owner's trains so utilize. Owner shall consult with User prior to the adoption of new communication or signaling systems to be employed on the Joint Trackage, which have not theretofore been generally adopted in the railroad industry.

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

2.6 Owner may from time to time provide any track or tracks on the Joint Trackage other than those delineated in Exhibit A to the Agreement for use by User provided there shall at all times

be afforded User a continuous route of equal utility for the operations of its Equipment between the termini of the Joint Trackage. When such tracks which are not part of the Joint Trackage are used as provided herein, the Agreement shall govern for purposes of direction and control and liability as if all movement had been made over the Joint Trackage.

2.7 Each party shall be responsible for furnishing, at its sole cost and expense, all labor, fuel, train supplies and other supplies necessary for the operation of its own Equipment over the Joint Trackage. In the event a party does furnish such labor, fuel or train and other supplies to another party, the party receiving the same shall promptly, upon receipt of billing therefor, reimburse the party furnishing the same for its reasonable costs thereof, including customary additives.

2.8 Except as otherwise may be provided in the Agreement, User shall operate its Equipment over the Joint Trackage with its own employees, but before said employees are assigned or permitted to operate Equipment over the Joint Trackage as herein provided, and from time to time thereafter as and when reasonably requested by Owner, they shall be required to pass the applicable rules examinations required by Owner of its own employees. Owner shall delegate to specified User's officers the conduct of such examinations in the event User chooses to conduct such examinations. If an Owner officer conducts such examinations of employees of User, User shall pay Owner a reasonable fee for each employee so examined, such fee to be mutually agreed upon by the parties from time to time in a separate agreement. Notwithstanding any such examination, User shall be responsible for ensuring that its employees are qualified and have taken all such rules examinations. Upon request of User, Owner shall qualify one or more of User's supervisory officers as pilots and such supervisory officer or officers so qualified shall qualify employees of User engaged in or connected with User's operations on or along the Joint Trackage. At User's request, Owner shall furnish a pilot or pilots, at the expense of User, to assist in operating trains of User over the Joint Trackage.

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

If the disciplinary action is appealed by an employee of User to the National Railroad Adjustment Board or other tribunal lawfully created to adjudicate such cases, and if the decision of

such board or tribunal sustains the employee's position, such employee shall not thereafter be barred from service on the Joint Trackage by reason of such disciplinary action.

2.10 If any Equipment of User is bad ordered enroute on the Joint Trackage and (i) it is necessary that it be set out, and (ii) only light repairs to the Equipment are required, such bad ordered Equipment shall be promptly repaired, and, thereafter, be promptly removed from the Joint Trackage by User. Owner may, upon request of User and at User's sole cost and expense, furnish the required labor and material and perform light repairs to make such bad ordered Equipment safe for movement. The employees and Equipment of Owner while in any manner so engaged or while enroute to or returning to Owner's terminal from such an assignment shall be considered Sole Employees (as hereinafter defined) of User and Sole Property (as hereinafter defined) of User. However, should Owner's employees after repairing such bad ordered Equipment for User move directly to perform service for Owner's benefit rather than return to Owner's terminal, then User's exclusive time and liability will end when Owner's employees depart for work to be performed for Owner's benefit. In the case of such repairs by Owner to freight cars in User's account, billing therefor shall be in accordance with the Field and Office Manuals of the Interchange Rules, adopted by the Association of American Railroads ("AAR"), hereinafter called "Interchange Rules", in effect on the date of performance of the repairs. Owner shall then prepare and submit billing directly to and collect from the car owner for car owner responsibility items as determined under said Interchange Rules, and Owner shall prepare and submit billing directly to and collect from User for handling line responsibility items as determined under said Interchange Rules. Owner also shall submit billing to and collect from User any charges for repair to freight cars that are User's car owner responsibility items as determined under said Interchange Rules, should said car owner refuse or otherwise fail to make payment therefor. Repairs to locomotives shall be billed as provided for in Section 3 of these General Conditions.

2.11 If Equipment of User shall become derailed, wrecked, or otherwise disabled while upon the Joint Trackage, it shall be re-railled or cleared by Owner. Owner reserves the right to re-rail Equipment of User when, in the judgment of Owner, Owner deems it advisable to do so to minimize delays and interruptions to train movement. The reasonable costs and expenses of rerailing or clearing derailed, wrecked or disabled Equipment shall be borne by the parties in accordance with Section 5 of these General Conditions. Services provided under this section shall be billed in accordance with Section 3 of these General Conditions.

2.12 In the event Equipment of User shall be forced to stop on the Joint Trackage, and such stoppage is due to insufficient hours of service remaining among User's employees, or due to mechanical failure of User's Equipment (other than bad ordered Equipment subject to light repairs pursuant to Section 2.10), or to any other cause not resulting from an accident or derailment (including the failure of User to promptly repair and clear bad ordered Equipment pursuant to Section 2.10), and such Equipment is unable to proceed, or if a train of User fails to maintain the speed required by Owner on the Joint Trackage, or if, in emergencies, disabled Equipment is set out of User's trains on the Joint Trackage, Owner shall have the option to furnish motive power or such other assistance (including but not limited to the right to re-crew User's train) as may be necessary

to haul, help or push such Equipment, or to properly move the disabled Equipment off the Joint Trackage. The reasonable costs and expenses of rendering such assistance shall be borne by User. Services provided under this section shall be billed in accordance with Section 3 of these General Conditions.

Section 3. BILLING

3.1 Billing shall be accomplished on the basis of data contained in a billing form mutually agreed to between the parties. Such billing forms shall contain sufficient detail to permit computation of payments to be made hereunder. Billing shall be prepared according to the rules, additives, and equipment rental rates as published by the Owner. User shall pay to Owner at the Office of the Treasurer of Owner, or at such other location as Owner may from time to time designate in writing, all the compensation and charges of every name and nature which in and by the Agreement User is required to pay in lawful money of the United States within sixty (60) days after the rendition of bills therefor. Bills shall contain a statement of the amount due on account of the expenses incurred, properties and facilities provided and services rendered during the billing period.

3.2 Errors or disputed items in any bill shall not be deemed a valid excuse for delaying payment, but shall be paid subject to subsequent adjustment; provided, no exception to any bill shall be honored, recognized or considered if filed after the expiration of three (3) years from the last day of the calendar month during which the bill is rendered and no bill shall be rendered later than three (3) years (i) after the last day of the calendar month in which the expense covered thereby is incurred, or (ii) in the case of claims disputed as to amount or liability, after the amount is settled and/or the liability is established. This provision shall not limit the retroactive adjustment of billing made pursuant to exception taken to original accounting by or under authority of the STB or retroactive adjustment of wage rates and settlement of wage claims.

3.3 So much of the books, accounts and records of each party hereto as are related to the subject matter of this Agreement shall at all reasonable times be open to inspection by the authorized representatives and agents of the parties hereto. All books, accounts, and records shall be maintained to furnish readily full information for each item in accordance with any applicable laws or regulations.

3.44 Either party hereto may assign any receivables due it under this Agreement, provided, however, that such assignments shall not relieve the assignor of any rights or obligations under the Agreement.

Section 4. COMPLIANCE WITH LAWS

4.1 With respect to operation of Equipment on the Joint Trackage, each party shall comply with all applicable federal, state and local laws, rules, regulations, orders, decisions and ordinances ("Standards"), and if any failure on the part of any party to so comply shall result in a fine, penalty, cost or charge being imposed or assessed on or against another party, such other party

shall give prompt notice to the failing party and the failing party shall promptly reimburse and indemnify the other party for such fine, penalty, cost or charge and all expenses and reasonable attorneys' fees incurred in connection therewith, and shall upon request of the other party defend such action free of cost, charge and expense to the other party.

4.2 User agrees to comply fully with all applicable Standards concerning "hazardous waste" and "hazardous substances" ("Hazardous Materials"). User covenants that it shall not treat or dispose of Hazardous Materials on the Joint Trackage.

In the event any accident, bad ordered Equipment, derailment, vandalism or wreck (for purposes of this Section 4.2 and 4.3 hereinafter called collectively "Derailment") involving Equipment of or a train operated by User carrying Hazardous Materials shall occur on any segment of the Joint Trackage, any report required by federal, state or local authorities shall be the responsibility of User. User shall also advise the owner/shipper of the Hazardous Materials involved in the Derailment, and Owner, immediately.

In the event of a Derailment, Owner shall assume responsibility for cleaning up any release of Hazardous Materials from User's Equipment in accordance with all federal, state, or local regulatory requirements. User may have representatives at the scene of the Derailment to observe and provide information and recommendations concerning the characteristics of Hazardous Materials release and the cleanup effort. Such costs shall be borne in accordance with Section 5 of these General Conditions.

If a Hazardous Materials release caused by a derailment involving Equipment of User, or on a train operated by User, results in contamination of real property or water on the Joint Trackage or on real property or water adjacent to the Joint Trackage (whether such real property or water is owned by Owner or a third party), Owner shall assume responsibility for emergency cleanup conducted to prevent further damage. Any costs associated with cleaning up real property or water on or adjacent to the Joint Trackage contaminated by Hazardous Materials shall be borne in accordance with Section 5 of these General Conditions.

If Hazardous Materials must be transferred to undamaged Equipment or trucks as a result of a release caused by a derailment involving Equipment of User, or on a train operated by User, User shall perform the transfer; PROVIDED, HOWEVER, that if the Hazardous Materials are in damaged Equipment that is blocking the Joint Trackage, Owner, at its option, may transfer the Hazardous Materials with any costs associated with such transfer borne in accordance with Section 5 of these General Conditions. Transfers of Hazardous Materials by User shall only be conducted after being authorized by Owner.

4.3 The total cost of clearing a Derailment, cleaning up any Hazardous Materials released during such Derailment, and/or repairing the Joint Trackage or any other property damaged thereby shall be borne by the party or parties liable therefor in accordance with Section 5 of these General Conditions.

4.4 In the event of release of Hazardous Materials caused by faulty Equipment or third parties, cleanup will be conducted as stated in Sections 4.2 and 4.3 of these General Conditions.

Section 5. LIABILITY

Notwithstanding any provision to the contrary in this Trackage Rights Agreement, liability and indemnity for Loss and/or Damage shall be governed by the terms of Article III of the 1909 Trackage Rights Agreement as amended and supplemented. LSC shall be considered to be a railway under those provisions, and the sole exception to the provisions in the 1909 Agreement is that costs to be shared on a proportional car mile basis shall hereby be shared as set forth in the Agreement.

Section 6. ARBITRATION

Notwithstanding any provisions to the contrary in the 1909 Trackage Rights Agreement as amended and supplemented:

6.1 If at any time a question or controversy shall arise between the parties hereto in connection with the Agreement upon which the parties cannot agree, such question or controversy shall be submitted to and settled by arbitration. Unless other procedures are agreed to by the parties, arbitration between the parties pursuant to this Section 6 shall be governed by the rules and procedures set forth in this Section 6. The parties acknowledge that other procedures have been agreed to for resolution of disputes concerning compliance with the BNSF-UP/SP Dispatching Protocols (attached hereto as Attachment 1) which procedures are set forth in Paragraph 13 thereof.

6.2 If the parties to the dispute are able to agree upon a single competent and disinterested arbitrator within twenty (20) days after written notice by one party of its desire for arbitration to the other party, then the question or controversy shall be submitted to and settled by that single arbitrator. Otherwise, any party (the notifying party) may notify the other party (the noticed party) in writing of its request for arbitration and nominating one arbitrator. Within twenty (20) days after receipt of said notice, the noticed party shall appoint an arbitrator and notify the notifying party in writing of such appointment. Should the noticed party fail within twenty (20) days after receipt of such notice to name its arbitrator, said arbitrator may be appointed by the Chief Judge (or acting Chief Judge) of the United States District Court for the District of Columbia upon application by either party after ten (10) days' written notice to the other party. The two arbitrators so chosen shall select one additional arbitrator to complete the board. If the arbitrators so chosen fail to agree upon an additional arbitrator, the same shall, upon application of a party, be appointed by said judge in the manner heretofore stated.

6.3 Upon selection of the arbitrator(s), said arbitrator(s) shall, with reasonable diligence, determine the questions as disclosed in said notice of arbitration, shall give both parties reasonable notice of the time and place (of which the arbitrator(s) shall be the judge) of hearing evidence and argument, may take such evidence as the arbitrator(s) shall deem reasonable or as either party may

submit with witnesses required to be sworn, and hear arguments of counsel or others. If an arbitrator declines or fails to act, the party (or parties in the case of a single arbitrator) by whom the arbitrator was chosen or said judge shall appoint another to act in the arbitrator's place.

6.4 After considering all evidence, testimony and arguments, said single arbitrator or the majority of said board of arbitrators shall promptly state such decision or award and the reasoning for such decision or award in writing which shall be final, binding, and conclusive on all parties to the arbitration when delivered to them. The award rendered by the arbitrator(s) may be entered as a judgment in any court having jurisdiction thereof and enforced as between the parties without further evidentiary proceeding, the same as entered by the court at the conclusion of a judicial proceeding in which no appeal was taken. Until the arbitrator(s) shall issue the first decision or award upon any question submitted for arbitration, performance under the Agreement shall continue in the manner and form existing prior to the rise of such question. After delivery of said first decision or award, each party shall forthwith comply with said first decision or award immediately after receiving it.

6.5 Each party to the arbitration shall pay all compensation, costs, and expenses of the arbitrator appointed in its behalf and all fees and expenses of its own witnesses, exhibits, and counsel. The compensation, cost, and expenses of the single arbitrator or the additional arbitrator in the board of arbitrators shall be paid in equal shares by all parties to the arbitration.

6.6 The parties may obtain discovery and offer evidence in accordance with the Federal Rules of Civil Procedure Rules 26 - 37, and Federal Rules of Evidence, as each may be amended from time to time.

6.7 Interest computed annually, at a rate equal to the Prime Rate plus two (2) percentage points, shall be applied to any and all arbitrator's awards requiring the payment of money and shall be calculated from thirty (30) days following the date of the applicable arbitration decision. The term "Prime Rate" shall mean the minimum commercial lending rate charged by banks to their most credit-worthy customers for short-term loans, as published daily in the Wall Street Journal.

Section 7. GOVERNMENTAL APPROVAL and ABANDONMENT

7.1 Owner and User shall, at their respective cost and expense, initiate by appropriate application or petition and thereafter diligently prosecute proceedings for the procurement of all necessary consent, approval or authority from any governmental agency for the sanction of the Agreement and the operations to be carried on or conducted by User thereunder. User and Owner agree to cooperate fully to procure all such necessary consent, approval or authority.

7.2 In the event Owner shall be involuntarily dispossessed, including by threat of condemnation by competent public authority, of the right to operate upon and maintain any portion of its Joint Trackage and Owner fails or declines to replace said Joint Trackage, Owner shall have no obligation hereunder to provide tracks in replacement of such Joint Trackage for User's use, and

User shall have and shall make no claim of any kind, legal or otherwise, against Owner for failure to provide such Joint Trackage for User's use.

7.3 To the extent that Owner may lawfully do so, Owner reserves to itself the exclusive right, exercisable at any time during the life of the Agreement without concurrence of User, to elect to abandon all or any part of the Joint Trackage by giving six (6) months' prior written notice to User of its intention so to do ("Notice of Abandonment").

Owner shall, concurrent with its Notice of Abandonment, if legally able to do so, give to User the option to purchase the part or parts of the Joint Trackage thereof to be abandoned, at the Net Liquidation Value thereof, on the date of said notice. "Net Liquidation Value" shall mean fair market value of land and salvage value of track components less the estimated cost of removal. User shall have three (3) months from the date of receipt of Owners notice to exercise its option and shall evidence the exercise of its option by giving owner written notice thereof. Thereafter User shall immediately make appropriate application to secure all necessary governmental authority for such transaction. Within thirty (30) days following the effective date of all requisite governmental approval of the transaction, User shall pay to owner the amount of money required to purchase said Joint Trackage to be abandoned at the aforesaid Net Liquidation Value. Upon the receipt of payment of such sum the Agreement shall terminate as to the part of the Joint Trackage so purchased by User. Contemporaneously with such payment, by instrument or instrument, Owner shall convey and assign by good and sufficient quit claim deed or deeds, bills of sale or other instruments, all of Owner's right, title, interest, and equity, in and to the Joint Trackage so purchased. Owner agrees that it shall promptly take all necessary action to obtain from the trustees of its mortgages all releases or satisfactions covering the same and shall deliver to User such instruments.

If User fails to exercise the option herein granted within the time and in the manner above specified, Owner may forthwith proceed free of all obligation to User to, make appropriate application to secure all necessary governmental authority for such abandonment. User agrees that at such time it will concurrently make application for all necessary governmental authority for abandonment of its right to operate over the Joint Trackage. The Agreement shall terminate as to the section of Joint Trackage so abandoned upon the effective date of such approval by governmental authority.

7.4 Owner and User each shall be responsible for and shall bear labor claims, and employee protection payable to, its own respective employees (and employees of its respective affiliated companies) including any amounts that either Owner or User may be required to pay to its own respective employees pursuant to labor protective conditions imposed by the STB.

Section 8. TERMINATION OF AGREEMENT

Upon termination of the Agreement, or any partial termination, as the applicable case may be, however the same may occur, User shall be released from any and all manner of obligations and shall be deemed to have forever relinquished, abandoned, surrendered and renounced any and all

right possessed by User to operate over that part of the Joint Trackage to which such termination applied, and as to such part, User shall forever release and discharge Owner of and from any and all manner of obligations, claims, demands, causes of action, or suits which User might have, or which might subsequently accrue to User growing out of or in any manner connected with, directly or indirectly, the contractual obligations of Owner under the Agreement, in all events provided, however, the aforesaid relinquishment, abandonment, surrender, renunciation, release and discharge by User shall not in any case affect any of the rights and obligations of either Owner or User which may have accrued, or liabilities accrued or otherwise, which may have arisen prior to such termination or partial termination. Upon any termination, Owner shall remove from Owner's right of way any connecting track, and any exclusive facility of User, at User's expense with salvage to be delivered to and retained by User. Upon any partial termination of the Agreement, however the same may occur, the terms and conditions hereof shall continue and remain in full force and effect for the balance of the Joint Trackage.

Section 9. ASSIGNMENT

Except as provided in Section 3.4 and in the sentence immediately following, the Agreement and any rights granted hereunder may not be assigned in whole or in part by Owner or User without the prior written consent of the other. The Agreement may be assigned by Owner or User without the prior written consent of the other only (i) as a result of a merger, corporate reorganization, consolidation, change of control or sale of substantially all of its assets, or (ii) to an affiliate of the assigning party where the term "affiliate" means a corporation, partnership or other entity controlled, controlling or under common control with the assigning party. In the event of an authorized assignment, the Agreement and the operating rights hereunder shall be binding upon the successors and assigns of the parties.

Section 10. DEFAULT

10.1 Notwithstanding the provisions of Section 3 of these General Conditions, either party hereto claiming default of any of the provisions of the Agreement (including these General Conditions) shall furnish notice and written demand to the other party for performance or compliance with the covenant or condition of the Agreement claimed to be in default, which notice shall specify wherein and in what respect such default is claimed to exist and shall specify the particular Section or Sections of the Agreement under which such claim of default is made.

10.2 If the default shall continue for an additional period of thirty (30) days after receipt of such written notice and demand, and such default has not been remedied within said thirty (30) day period, or reasonable steps have not been nor continue to be taken to remedy a failure or default which cannot reasonably be remedied within said thirty (30) day period, and such default relates to the provisions and terms of the Agreement, either party shall resort to binding arbitration provided that the arbitrator shall not have the authority to amend, modify or terminate the Agreement.

10.3 Failure of a party to claim a default shall not constitute a waiver of such default. Either party hereto entitled to claim default may waive any such default, but no action by such party in waiving such default shall extend to or be taken to affect any subsequent defaults or impair the rights of either party hereto resulting therefrom.

Section 11. OTHER CONSIDERATIONS

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

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

11.3 In the event there shall be any conflict between the provisions of these General Conditions and the Agreement, the provisions of the Agreement shall prevail, except that the definition of Joint Trackage set forth in Section 1.4 of these General Conditions shall prevail.

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

11.5 Reference to any agency or other organization shall include any successor agency or organization, and reference to any index or methodology (e.g., RCAF-U, URCS, etc.), if such index or methodology ceases to exist or is no longer available, shall include any substantially similar index or methodology selected by the parties or, if the parties fail to agree on such, one determined by binding arbitration under Section 6 of these General Conditions.

END OF EXHIBIT B

Exhibit "C"
to LSC Trackage Rights Agreement
LSC over BNSF Longview Junction, WA

SWITCHING AGREEMENT

THIS AGREEMENT, made this 30^d day of December, 1978, between LONGVIEW SWITCHING COMPANY, a corporation of the State of Washington (hereinafter called "Longview Company"), party of the first part, and BURLINGTON NORTHERN INC., a corporation of the State of Delaware, successor in interest to Great Northern Railway Company, a corporation of the State of Minnesota, and Northern Pacific Railway Company, a corporation of the State of Wisconsin (hereinafter called the "Burlington Northern"), the OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY, a corporation of the State of Oregon, and its Lessee, UNION PACIFIC RAILROAD COMPANY, a corporation of the State of Utah (hereinafter collectively called "Union Pacific"), and CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation of the State of Wisconsin (hereinafter called "Milwaukee"), said Burlington Northern, Union Pacific, and Milwaukee, also hereinafter referred to as "trunk lines," parties of the second part.

WHEREAS, the parties of the second part own that portion of railroad extending from Longview Junction, Washington to Longview, Washington, and are parties to an agreement dated October 2, 1931, as supplemented, which provides for the maintenance and operation of said line of railroad (which at that time extended beyond the station of Longview, Washington), and further provides as follows:

"Each party hereto shall have the right to run its engines and trains over the Joint Property with its own power"

and that

"Any two or more of the parties hereto may, if they so elect, operate joint or pool trains or joint switch engines over the Joint Property,"

and

WHEREAS, by agreement dated December 31, 1932, the trunk lines performed their switching service over the Joint Property by hiring the Longview, Portland & Northern Railway Company (LP&N) to handle all necessary switching, and

WHEREAS, pursuant to said agreement of December 31, 1932, as supplemented, the LP&N duly notified trunk lines of its intention to terminate its services under said contract on or before January 11, 1971, and

W. J. [Signature]
Vice President
and Controller

J. C. [Signature]
G. [Signature]
[Signature]

WHEREAS, it is necessary for the trunk lines to furnish switching service through another means between and within Longview Junction, Washington and Longview, Washington, and such other points in the vicinity where service may from time to time be desired, and the trunk lines have organized Longview Company for the purpose of performing such switching service for said trunk lines,

IT IS THEREFORE AGREED:

I

Longview Company shall perform such switching service between and at Longview, Washington and Longview Junction, Washington, and such other points in the vicinity as is required from time to time by the trunk lines. The general character and extent of said service shall be similar to the switching service performed by the LP&N prior to the termination of its services, except as herein specifically provided.

II

Longview Company, acting as agent for the trunk lines, shall pick up and set out with its switch engines the cars of the Burlington Northern and Union Pacific at Longview Junction and the cars of the Milwaukee in the main yard at Longview or at Longview Junction as Milwaukee may from time to time specify. Longview Company, as agent, shall likewise set out and pick up empty and loaded trunk line cars at industry spur, public team and other tracks and perform all necessary switching without preference or discrimination between trunk lines or between industries.

III

Longview Company shall collect no switching revenue and shall furnish only such switching service as authorized and directed by the trunk lines.

IV

Part of the switching service performed by Longview Company shall include the following:

- (a) Handling and switching in and out of industrial plants empty cars which are furnished to industries on a rental basis;

- (b) Returning bad order cars furnished industries to Longview Junction for the Burlington Northern and Union Pacific and to the main yards at Longview or Longview Junction for the Milwaukee as it may from time to time specify.

V

For switching performed by Longview Company, each of the trunk lines will assume and pay monthly its share of all costs incurred by Longview Company in its behalf on the basis that the number of cars set out for it at Longview and Longview Junction each month bears to the total number of cars set out at Longview and Longview Junction for all trunk lines during the said month.

The term "set out" as here employed shall mean all cars whether loaded or empty set out on through trains within the yards of Longview; all cars and cabooses in trains terminating in Longview; and all cars set out at Longview Junction and transferred to Longview; provided, however, that nothing contained herein shall be construed as meaning that more than one "set out" count shall be made for any one car.

VI

All claims, costs or charges for all loss, damage, injury, death or liability arising from services rendered under this agreement shall be settled pursuant to provisions of the December 31, 1932, supplement to the four-party operating agreement of October 2, 1931, between the trunk lines or their predecessors which provides as follows:

"All employees of the company performing the switching whether a party to this agreement or some other company shall, for the purpose of this contract be regarded, while so engaged, as joint employees of the parties to this agreement. Each party to this contract shall assume, bear, settle and pay all loss, cost, damages or injury which its cars or other property, cars handled for its

account, or property in its custody as a common carrier or otherwise, shall suffer by reason of the fault of said joint employes while engaged in such joint switching. All damage to property jointly used in performing this joint switching, including engines and tracks, and all damages or injury to third parties, or (save as above provided) the property of third parties, resultant from such switching operations, and all loss, cost and damage or injury which such joint employes may suffer in such service shall be treated as a common expense incident to such switching service and shall be divided between the parties to this contract on the same basis as other costs are divided. In case of loss, damage or injury caused by the sole negligence of the sole employes of one of the parties or by the joint negligence of the sole employes of two or more of said parties, the party or parties whose sole employes are thus solely or jointly at fault shall assume all such loss, damage or injury to its or their property, or to property in its or their custody, or to its or their employes, and shall likewise assume solely or equally, as the case may be, all loss, damage or injury to third persons or to properties jointly used or to joint employes resulting from such sole negligence. In case of loss, damage or injury caused by the joint negligence of the sole employes of one or more of the parties hereto and the negligence of a joint employe, the party or parties whose sole employes are jointly involved shall bear all loss, damage or injury to property of such party or parties or to property in its or their custody or to its or their employes, and loss, damage or injury to third parties or to properties jointly used or to joint employes shall be treated as a common expense incident to the switching service."

The cost of all loss, damage or injury to third parties or to properties jointly used or to joint employees shall be divided among the parties to this agreement on the same basis as other costs are divided.

VII

Each of the trunk lines shall continue to publish through tariffs over the lines of the railway operated by

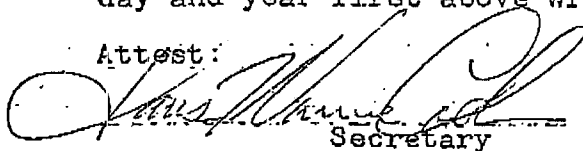
Longview Company, and Longview Company shall publish no local tariff and will act only as agent for the trunk lines in handling of business between the points covered by this agreement.

VIII

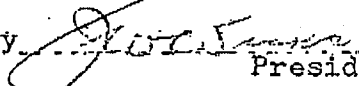
This agreement shall take effect on the first day of January, 1971, and shall continue in effect until terminated by any party after one year's written notice to all other parties to the agreement. Sufficient notice shall be deemed given if sent by certified mail or delivered in person to the registered agent for the Longview Company and the general managers for the trunk lines at their then current business addresses.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in quadruplicate the day and year first above written.

Attest:


Secretary

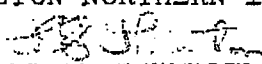
LONGVIEW SWITCHING COMPANY

By 
President

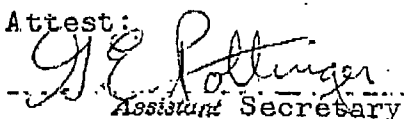
Attest:


Secretary

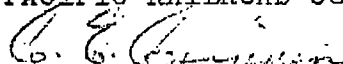
BURLINGTON NORTHERN INC.

By 
President

Attest:


Assistant Secretary

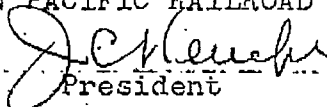
CHICAGO, MILWAUKEE, ST. PAUL AND
PACIFIC RAILROAD COMPANY

By 
President

Attest:


Assistant Secretary

OREGON-WASHINGTON RAILROAD &
NAVIGATION COMPANY
UNION PACIFIC RAILROAD COMPANY

By 
President