

Surface Transportation Board
Washington, D.C. 20423-0001

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Office of Economics

March 13, 2015

Adrian L. Steel, Jr.
Mayer Brown LLP
1999 K Street, N.W.
Washington, D.C. 20006-1101

In Response Refer To Waybill Request WB15-45

Dear Mr. Steel:

Re: Finance Docket No.32760 (Sub-No.46)

The Surface Transportation Board (STB) has approved Mayer Brown LLP's request, on behalf of BNSF Railway Company (BNSF), of March 11, 2015 for permission to access the 1994 through 2013 carload waybill data for UP, SP, BNSF, ATSF, KCSR for all terminations and originations in Lake Charles, Louisiana (1995 BEA #86). ***This approval becomes effective when the signed agreements from the parties listed below are received by the STB:***

- a) *Adrian Steel – Mayer Brown LLP*
- b) *Michael Baranowski – FTI Consulting*

The expiration date for this agreement is March 31, 2016. Failure to renew an agreement for any year requires you to return or destroy all copies of the data for that year (see item 4 of the agreement).

Any information or reports developed from the waybill data may be provided to any party provided only if all data items are aggregated to a level that guarantees the presence of at least three shippers. The three FSAC-rule (EX Parte 385, Sub No. 2) will be accepted as guaranteeing the presence of at least three shippers.

When using the data the parties must recognize several aspects which limit drawing general conclusions from any potential findings: 1) The waybill data are sample data, and 2) the data are based on terminating shipments from relatively large carriers. Only those railroads with more than 4,500 annual terminating carloads were included in the sample. This limited sampling of very small railroads may have a substantial effect on studies covering small areas served predominately by a non-sampled railroad.

The rules for release of waybill data [Ex Parte No. 385 (Sub-No. 2)] are codified at 49 CFR 1244.9. The waybill data contain confidential shipper and railroad data. As a result,

waybill data are commercially sensitive and have the potential for competitive harm to shippers and railroads. Therefore, the following agreement must be signed before any waybill data can be used.

Your signature acknowledges the state's agreement to comply with the following:

1. The information contained in the released waybill data shall be made available only to members of your firm participating in the analysis.
2. The waybill data released shall be used solely for the purpose requested.
3. After the proceeding, failure to return the data, or destroy the data may prevent any future release of the waybill data from the STB.
4. The organization must sign an agreement annually with the STB agreeing to these restrictions. **If an annual agreement is not signed, all waybill materials (including all copies) obtained under this agreement will be returned to the STB or the organization must certify that the data has been destroyed.**

After you sign and return this agreement, please contact Mr. Dusenberry (202-245-0319) to make the necessary arrangements to have a copy of the data sent to you. The Surface Transportation Board will provide the organization the data on a R-CD ROM. The STB requests that you pay processing and mailing cost in the amount of \$361.

Sincerely,



William F. Huneke
Director & Chief Economist

Each approved person must sign a copy of this agreement.

I have read and understand the conditions for release of the waybill data. I agree to comply fully with these conditions and the provision of this confidential agreement. Thirty days before the agreement expires, I will request an extension of this agreement. If no extension is requested, then I will return or destroy all waybill data and certify that I have no copies of the Data. I understand that failure to request an extension or to return or destroy the data may prevent me from receiving any future waybill data from the STB.

By: Mayer Brown LLP

Signature

Name - Please Print

Title

Date

For STB use only:

Signed Agreement Returned: WB15-45 _____

Expiration Date: 3/31/16

Each approved person must sign a copy of this agreement.

I have read and understand the conditions for release of the waybill data. I agree to comply fully with these conditions and the provision of this confidential agreement. Thirty days before the agreement expires, I will request and extension of this agreement. If no extension is requested, then I will return or destroy all waybill data and certify that I have no copies of the Data. I understand that failure to request an extension or to return or destroy the data may prevent me from receiving any future waybill data from the STB.

By: FTI Consulting

Signature

Name - Please Print

Title

Date

For STB use only:

Signed Agreement Returned: WB15-45 _____

Expiration Date: 3/31/16