

STB FD 32760 2-26-96 I 61430

Item No. _____

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Feb # 301

UP/SP-120

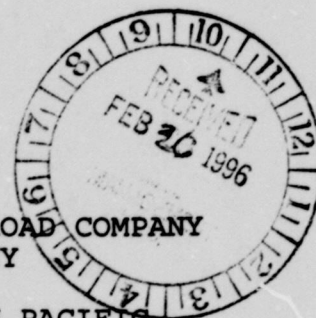
BEFORE THE
SURFACE TRANSPORTATION BOARD

Finance Docket No. 32760

UNION PACIFIC CORPORATION, UNION PACIFIC RAILROAD COMPANY
AND MISSOURI PACIFIC RAILROAD COMPANY

-- CONTROL AND MERGER --

SOUTHERN PACIFIC RAIL CORPORATION, SOUTHERN PACIFIC
TRANSPORTATION COMPANY, ST. LOUIS SOUTHWESTERN RAILWAY
COMPANY, SPCSL CORP. AND THE DENVER AND
RIO GRANDE WESTERN RAILROAD COMPANY



APPLICANTS' FIRST SET OF INTERROGATORIES
AND REQUESTS FOR PRODUCTION OF DOCUMENTS
TO GATEWAY WESTERN RAILWAY COMPANY

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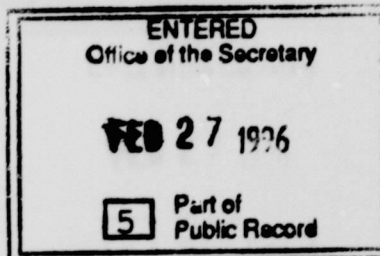
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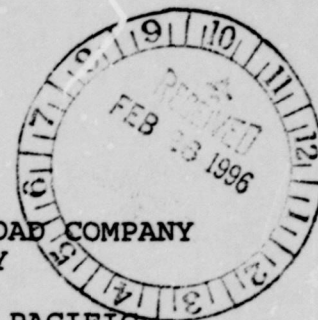


February 26, 1996

BEFORE THE
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APPLICANTS' FIRST SET OF INTERROGATORIES
AND REQUESTS FOR PRODUCTION OF DOCUMENTS
TO GATEWAY WESTERN RAILWAY COMPANY

Pursuant to 49 C.F.R. §§ 1114.26 and 1114.30, and
the Discovery Guidelines entered in this proceeding on
December 7, 1995, Applicants UPC, UPRR, MPRR, SPR, SPT, SSW,
SPCSL and DRGW direct the following interrogatories and
document requests to Gateway Western Railway Company
("Gateway").

Responses should be served as soon as possible, and
in no event later than 15 days from the date of service
hereof. Gateway is requested to contact the undersigned
promptly to discuss any objections or questions regarding
these requests with a view to resolving any disputes or issues
of interpretation informally and expeditiously.

DEFINITIONS AND INSTRUCTIONS

I. "Applicants" means UPC, UPRR, MPRR, SPR, SPT,
SSW, SPCSL and DRGW.

II. "Board" means the Surface Transportation Board.

III. "BN/Santa Fe" means the Burlington Northern Railroad Company and The Atchison, Topeka and Santa Fe Railway Company.

IV. "The BN/Santa Fe Settlement Agreement" means the agreement between UP and SP and BN/Santa Fe dated September 25, 1994, as supplemented by the November 18, 1995 agreement between those parties.

V. "The BN/Santa Fe Settlement Agreement Lines" means the lines that BN/Santa Fe will receive trackage rights over or purchase under the BN/Santa Fe Settlement Agreement.

VI. "CNW" means Chicago and North Western Railway Company.

VII. "DRGW" means The Denver and Rio Grande Western Railroad Company.

VIII. "Document" means any writing or other compilation of information, whether printed, typed, handwritten, recorded, or produced or reproduced by any other process, including but not limited to intra-company communications, correspondence, telegrams, memoranda, contracts, instruments, studies, projections, forecasts, summaries or records of conversations or interviews, minutes or records of conferences or meetings, records or reports of negotiations, diaries, calendars, photographs, maps, tape recordings, computer tapes, computer disks, other computer storage devices, computer programs, computer printouts,

models, statistical statements, graphs, charts, diagrams, plans, drawings, brochures, pamphlets, advertisements, circulars, trade letters, press releases, invoices, receipts, financial statements, accounting records, worksheets, drafts, revisions of drafts, and original or preliminary notes.

Further, the term "document" includes

- (a) both basic records and summaries of such records (including computer runs);
- (b) both original versions and copies that differ in any respect from original versions; and
- (c) both documents in the possession, custody or control of Gateway and documents in the possession, custody or control of consultants or others who have assisted Gateway in connection with this proceeding.

IX. "Gateway" means Gateway Western Railway Company.

X. "The IC Settlement Agreement" means the agreement between UP and SP and Illinois Central Railroad Company dated January 30, 1996.

XI. "Identify," when used in relation to an individual, corporation, partnership or other entity, means to state the name, address and telephone number thereof.

"Identify," when used in relation to a document, means to

- (a) state the nature of the document (e.g., letter, memorandum, etc.);
- (b) state the author, each addressee, each recipient, date, number of pages, and title of the document; and
- (c) provide a brief description of the contents of the document.

XII. "MPRR" means Missouri Pacific Railroad Company.

XIII. "Produce" means to make legible, complete and exact copies of responsive documents and send them by expedited delivery to the undersigned counsel. The originals of responsive documents should be retained in the files of Gateway, its counsel, or the consultants or others who have assisted Gateway in connection with this proceeding and have documents in their possession, and made available if requested. Applicants will pay all reasonable costs for duplication and expedited delivery of documents to their attorneys.

XIV. "Relating to" a subject means referring to, discussing, describing, dealing with, consisting of, or constituting, in whole or in part, the subject.

XV. "SP" means SPT, SSW, SPCSL and DRGW.

XVI. "SPCSL" means SPCSL Corp.

XVII. "SPR" means Southern Pacific Rail Corporation.

XVIII. "SPT" means Southern Pacific Transportation Company.

XIX. "SSW" means St. Louis Southwestern Railway Company.

XX. "Shipper" means any user of rail services, including but not limited to a consignor, a consignee, and a receiver.

XXI. "Southern Pacific" means SPR and SP.

XXII. "This proceeding" means Finance Docket No. 32760 and all subdockets and related dockets.

XXIII. "UP" means UPRR and MPRR, including the former CNW.

XXIV. "UPC" means Union Pacific Corporation.

XXV. "UPRR" means Union Pacific Railroad Company.

XXVI. "The UP/SP merger" means the transactions proposed in this proceeding, including all related applications.

XXVII. "Union Pacific" means UP and UPC.

XXVIII. "The Utah Railway Settlement Agreement" means the agreement between UP and SP and Utah Railway Company dated January 17, 1996.

XXIX. Discovery responses should be supplemented when a supplemental response is required pursuant to 49 C.F.R. § 1114.29.

XXX. Documents need not be produced if they have been produced by Applicants in this proceeding.

XXXI. Produce a privilege log in accordance with the guidelines established at the December 20, 1995 discovery conference (Tr., pp. 313-14).

XXXII. References to railroads, shippers, consultants or companies (including Gateway) include affiliates, subsidiaries, officers, directors, employees, attorneys, agents and representatives thereof.

XXXIII. All uses of the conjunctive include the disjunctive and vice versa. Words in the singular include the plural and vice versa.

XXXIV. Unless otherwise specified, these requests cover the period January 1, 1993 and thereafter.

INTERROGATORIES

1. Identify and describe in detail any agreements that Gateway has with any other party to this proceeding regarding positions or actions to be taken in this proceeding. Routine procedural agreements, such as agreements concerning the order of questioning at depositions or the avoidance of duplicative discovery, need not be identified. If Gateway

contends that any such agreement is privileged, state the parties to, date of, and general subject of the agreement.

2. Describe in detail the "significant anticompetitive effects for shippers in and around the St. Louis/East St. Louis terminal area and in the Chicago-Springfield-St. Louis corridor" (GWW-2, p. 2) that Gateway contends the UP/SP merger would have.

DOCUMENT REQUESTS

1. Produce no later than April 1, 1996 (a) all workpapers underlying any submission that Gateway makes on or about March 29, 1996 in this proceeding, and (b) all publications, written testimony and transcripts of any witnesses presenting testimony for Gateway on or about March 29, 1996 in this proceeding.

2. Produce all documents relating to benefits or efficiencies that will result from the UP/SP merger.

3. Produce all documents relating to potential traffic impacts of the UP/SP merger.

4. Produce all documents relating to competitive impacts of the UP/SP merger, including but not limited to effects on (a) market shares, (b) source or destination competition, (c) transloading options, or (d) build-in options.

5. Produce all documents relating to the BN/Santa Fe Settlement Agreement.

6. Produce all documents relating to the IC Settlement Agreement.

7. Produce all documents relating to the Utah Railway Settlement Agreement.

8. Produce all documents relating to conditions that might be imposed on approval of the UP/SP merger.

9. Produce all studies, reports or analyses relating to actual or potential competition between UP and SP.

10. Produce all studies, reports or analyses relating to competition between single-line and interline rail transportation.

11. Produce all studies, reports or analyses relating to the benefits of any prior rail merger or rail mergers generally.

12. Produce all studies, reports or analyses relating to the financial position or prospects of SP.

13. Produce all communications with other parties to this proceeding relating to the UP/SP merger or the BN/Santa Fe Settlement Agreement, and all documents relating to such communications. This request excludes documents already served on Applicants.

14. Produce all presentations, solicitation packages, form verified statements, or other materials used to seek support from shippers, public officials, railroads or

others for the position of Gateway or any other party in this proceeding.

15. Produce all presentations, letters, memoranda, white papers or other documents sent or given to DOJ, DOT, any state Governor's, Attorney General's or Public Utilities Commission's (or similar agency's) office, any Mexican government official, any other government official, any security analyst, any bond rating agency, any consultant, any financial advisor or analyst, any investment banker, any chamber of commerce, or any shipper or trade organization relating to the UP/SP merger.

16. Produce all notes of any meetings with DOJ, DOT, any state Governor's, Attorney General's or Public Utilities Commission's (or similar agency's) office, any Mexican government official, any other government official, any security analyst, any bond rating agency, any consultant, any financial advisor or analyst, any investment banker, any chamber of commerce, or any shipper or trade organization relating to the UP/SP merger.

17. Produce all documents relating to shipper surveys or interviews concerning (a) the UP/SP merger or any possible conditions to approval of the merger, or (b) the quality of service or competitiveness of any railroad.

18. Produce all documents relating to the price to be paid for, or the value of, any UP or SP lines that might be

sold as a condition to approval of, or otherwise in connection with, the UP/SP merger.

19. Produce all documents relating to trackage rights compensation for any of the BN/Santa Fe Settlement Agreement Lines or any other line of UP or SP that might be the subject of a proposed trackage rights condition in this proceeding.

20. Produce all documents relating to actual or estimated maintenance-and-operating costs, taxes and return-to-capital costs with respect to any of the BN/Santa Fe Settlement Agreement Lines or any other line of UP or SP that might be the subject of a proposed trackage rights condition in this proceeding.

21. Produce all documents relating to any agreement or understanding that Gateway has with any other party to this proceeding regarding positions or actions to be taken in this proceeding. Documents relating to routine procedural agreements, such as agreements concerning the order of questioning at depositions or the avoidance of duplicative discovery, need not be produced.

22. Produce all presentations to, and minutes of, the board of directors of Gateway relating to the UP/SP merger or conditions to be sought by any party in this proceeding.

23. Produce all studies, reports or analyses relating to collusion among competing railroads or the risk thereof.

24. Produce all studies, reports or analyses relating to the terms for or effectiveness of trackage rights.

25. Produce all Gateway business plans or strategic plans.

26. Produce all computerized 100% Gateway traffic data for 1994, containing at least the fields listed in Attachment A hereto, a Rule 11 or other rebilling indicator, gross freight revenue, and freight revenue net of allowances, refunds, discounts or other revenue offsets, together with documentation explaining the record layout and the content of the fields. To the extent particular items are unavailable in machine-readable form, (a) provide them in hard-copy form, and (b) provide any similar machine-readable data.

27. Produce all documents relating to the acquisition by any person of all or any portion of SP or Gateway's interest in such an acquisition.

28. Produce each current haulage or trackage rights agreement in effect between Gateway and any other railroad.

29. Produce Gateway's annual reports to stockholders for years 1991 through 1995.

30. Produce all documents relating to the "significant anticompetitive effects for shippers in and

around the St. Louis/East St. Louis terminal area and in the Chicago-Springfield-St. Louis corridor" (GWWR-2, p. 2) that Gateway contends the UP/SP merger would have.

31. Produce all studies, reports or analyses relating to rail competition (a) in and around the St. Louis/East St. Louis terminal area, and (b) in the Chicago-Springfield-St. Louis corridor.

Respectfully submitted,

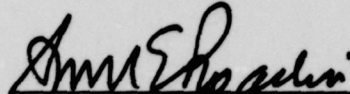
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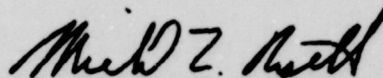
February 26, 1996

CERTIFICATE OF SERVICE

I, Michael L. Rosenthal, certify that, on this 26th day of February, 1996, I caused a copy of the foregoing document to be served by overnight mail on Robert H. Wheeler, counsel for Gateway Western Railway Company, at Oppenheimer, Wolff & Donnelly, Two Prudential Plaza, 45th Floor 180 North Stetson Ave., Chicago, IL 60601, and by first-class mail, postage prepaid, or by a more expeditious manner of delivery on all parties appearing on the restricted service list established pursuant to paragraph 9 of the Discovery Guidelines in Finance Docket No. 32760, and on

Director of Operations
Antitrust Division
Suite 500
Department of Justice
Washington, D.C. 20530

Premarmer Notification Office
Bureau of Competition
Room 303
Federal Trade Commission
Washington, D.C. 20580



Michael L. Rosenthal

Attachment A

Commodity Code (STCC)
Hazardous Commodity Code
Shipper Name
Origin City
Origin State
Origin SPLC
Origin FSAC
Receiver Name
Destination City
Destination State
Destination SPLC
Destination FSAC
Car Initial
Car Number
Waybill Number
Waybill Date (yy/mm/dd)
Type Move Indicator
AAR Car Type
Origin Railroad
Railroad From
Railroad To
Destination Railroad
On Junction
Off Junction
Net Tons
Freight Revenue
Unit Count
Carload Count
Trailer/Container Count
First Railroad - RR Code
First Railroad - Alpha
Interchange Received Junction #1
First Railroad - Split Revenue
First Railroad Distance
Second Railroad - RR Code
Second Railroad - Alpha
Interchange Received Junction #2
Second Railroad - Split Revenue
Second Railroad Distance
Third Railroad - RR Code
Third Railroad - Alpha
Interchange Received Junction #3
Third Railroad - Split Revenue
Third Railroad Distance
Fourth Railroad - RR Code
Fourth Railroad - Alpha
Interchange Received Junction #4
Fourth Railroad - Split Revenue
Fourth Railroad Distance
Fifth Railroad - RR Code

Fifth Railroad - Alpha
Interchange Received Junction #5
Fifth Railroad - Split Revenue
Fifth Railroad Distance
Sixth Railroad - RR Code
Sixth Railroad - Alpha
Interchange Received Junction #6
Sixth Railroad - Split Revenue
Sixth Railroad Distance
Seventh Railroad - RR Code
Seventh Railroad - Alpha
Interchange Received Junction #7
Seventh Railroad - Split Revenue
Seventh Railroad Distance
Eighth Railroad - RR Code
Eighth Railroad - Alpha
Interchange Received Junction #8
Eighth Railroad - Split Revenue
Eighth Railroad Distance
Ninth Railroad - RR Code
Ninth Railroad - Alpha
Interchange Received Junction #9
Ninth Railroad - Split Revenue
Ninth Railroad Distance
Tenth Railroad - RR Code
Tenth Railroad - Alpha
Interchange Received Junction #10
Tenth Railroad - Split Revenue
Tenth Railroad Distance
Eleventh Railroad - RR Code
Eleventh Railroad - Alpha
Interchange Received Junction #11
Eleventh Railroad - Split Revenue
Eleventh Railroad Distance
Car Ownership Code
Mechanical Designation
Tare Weight
Railroad System Revenue
Railroad System Miles
Railroad Ton Miles

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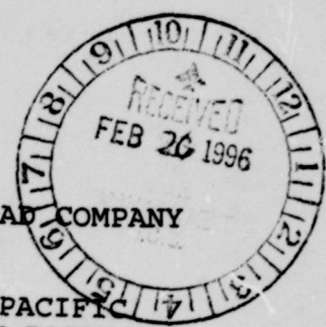
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Item No. _____
Page Count 15
Feb II 293

UP/SP-114

BEFORE THE
SURFACE TRANSPORTATION BOARD

Finance Docket No. 32760



UNION PACIFIC CORPORATION, UNION PACIFIC RAILROAD COMPANY
AND MISSOURI PACIFIC RAILROAD COMPANY
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APPLICANTS' FIRST SET OF INTERROGATORIES
AND REQUESTS FOR PRODUCTION OF DOCUMENTS
TO ENTERGY SERVICES, INC., ARKANSAS POWER &
LIGHT COMPANY AND GULF STATES UTILITIES COMPANY

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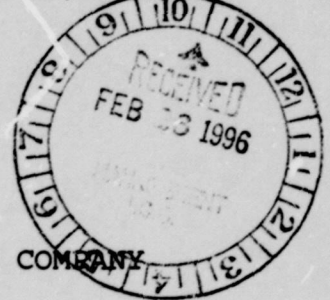
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UP/SP-114



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contends that any such agreement is privileged, state the parties to, date of, and general subject of the agreement.

2. For each utility plant operated by Entergy, separately for each year 1993 through 1995, identify the originating mines for all coal burned at the plant and, as to each such mine, state: (a) the tonnage of coal from that mine burned at the plant; (b) the average delivered price of coal from that mine; (c) the average minehead price of that coal; (d) the rail transportation routings (including origination and interchange points) for all coal shipped from that mine to the plant; and (e) any transportation routings or modes other than rail used in shipping coal to the plant.

DOCUMENT REQUESTS

1. Produce no later than April 1, 1996 (a) all workpapers underlying any submission that Entergy makes on or about March 29, 1996 in this proceeding, and (b) all publications, written testimony and transcripts, without limitation as to date, of any witnesses presenting testimony for Entergy on or about March 29, 1996 in this proceeding.

2. Produce all documents relating to benefits or efficiencies that will result from the UP/SP merger.

3. Produce all documents relating to potential traffic impacts of the UP/SP merger.

4. Produce all documents relating to competitive impacts of the UP/SP merger, including but not limited to

effects on (a) market shares, (b) source or destination competition, (c) transloading options, or (d) build-in options.

5. Produce all documents relating to the BN/Santa Fe Settlement Agreement.

6. Produce all documents relating to the IC Settlement Agreement.

7. Produce all documents relating to the Utah Railway Settlement Agreement.

8. Produce all documents relating to conditions that might be imposed on approval of the UP/SP merger.

9. Produce all studies, reports or analyses relating to actual or potential competition between UP and SP.

10. Produce all studies, reports or analyses relating to competition between single-line and interline rail transportation.

11. Produce all studies, reports or analyses relating to the benefits of any prior rail merger or rail mergers generally.

12. Produce all studies, reports or analyses relating to the financial position or prospects of SP.

13. Produce all communications with other parties to this proceeding relating to the UP/SP merger or the BN/Santa Fe Settlement Agreement, and all documents relating

to such communications. This request excludes documents already served on Applicants.

14. Produce all presentations, solicitation packages, form verified statements, or other materials used to seek support from shippers, public officials, railroads or others for the position of Entergy or any other party in this proceeding.

15. Produce all presentations, letters, memoranda, white papers or other documents sent or given to DOJ, DOT, any state Governor's, Attorney General's or Public Utilities Commission's (or similar agency's) office, any Mexican government official, any other government official, any security analyst, any bond rating agency, any consultant, any financial advisor or analyst, any investment banker, any chamber of commerce, or any shipper or trade organization relating to the UP/SP merger.

16. Produce all notes of, or memoranda relating to, any meetings with DOJ, DOT, any state Governor's, Attorney General's or Public Utilities Commission's (or similar agency's) office, any Mexican government official, any other government official, any security analyst, any bond rating agency, any consultant, any financial advisor or analyst, any investment banker, any chamber of commerce, or any shipper or trade organization relating to the UP/SP merger.

17. Produce all documents relating to shipper surveys or interviews concerning (a) the UP/SP merger or any possible conditions to approval of the merger, or (b) the quality of service or competitiveness of any railroad.

18. Produce all documents relating to the price to be paid for, or the value of, any UP or SP lines that might be sold as a condition to approval of, or otherwise in connection with, the UP/SP merger.

19. Produce all documents relating to trackage rights compensation for any of the BN/Santa Fe Settlement Agreement Lines or any other line of UP or SP that might be the subject of a proposed trackage rights condition in this proceeding.

20. Produce all documents relating to actual or estimated maintenance-and-operating costs, taxes and return-to-capital costs with respect to any of the BN/Santa Fe Settlement Agreement Lines or any other line of UP or SP that might be the subject of a proposed trackage rights condition in this proceeding.

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questioning at depositions or the avoidance of duplicative discovery, need not be produced.

22. Produce all presentations to, and minutes of, the boards of directors (or other governing body) of Entergy relating to the UP/SP merger or conditions to be sought by any party in this proceeding.

23. Produce all documents in the possession of Entergy or its members relating to whether Utah and Colorado coal competes with Powder River Basin or Hanna Basin coals, including but not limited to any studies, reports or analyses of the use by utilities of, solicitation by utilities of bids for, or interchangeability in use of, such coals.

24. Produce all documents relating to the possibility of a build-in by SP (or build-out to SP) at Arkansas Power & Light's facility at White Bluff, Arkansas.

25. Produce all studies, reports or analyses relating to collusion among competing railroads or the risk thereof.

26. Produce all studies, reports or analyses relating to the terms for or effectiveness of trackage rights.

27. Produce all documents relating to the effect of the UP/SP merger on coal transportation service, competition or routings to any Entergy facility.

28. Produce all studies, reports or analyses relating to (a) using a different coal source than is

presently used at any Entergy facility, (b) using a non-coal fuel in lieu of coal at any Entergy facility, or (c) purchasing power or shifting power generation among facilities as alternatives to consuming coal at any Entergy facility.

29. Produce all filings made with state utility commissions or state regulatory agencies that discuss sources of fuel.

30. Produce all studies, reports, analyses, compilations, calculations or evaluations of market or competitive impacts of the UP/SP merger or the BN/Santa Fe Settlement, or of trackage rights compensation under the BN/Santa Fe Settlement, prepared by L.E. Peabody & Associates, and all workpapers or other documents relating thereto.

Respectfully submitted,

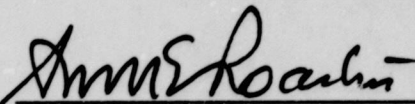
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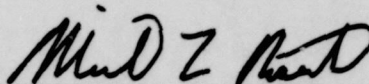
February 26, 1996

CERTIFICATE OF SERVICE

I, Michael L. Rosenthal, certify that, on this 26th day of February, 1996, I caused a copy of the foregoing document to be served by hand on C. Michael Loftus, counsel for Entergy Services, Inc., Arkansas Power & Light Company and Gulf States Utilities Company at Slover & Loftus, 1224 Seventeenth Street, N.W., Washington, D.C. 20036, and by first-class mail, postage prepaid, or by a more expeditious manner of delivery on all parties appearing on the restricted service list established pursuant to paragraph 9 of the Discovery Guidelines in Finance Docket No. 32760, and on

Director of Operations
Antitrust Division
Suite 500
Department of Justice
Washington, D.C. 20530

Premerger Notification Office
Bureau of Competition
Room 303
Federal Trade Commission
Washington, D.C. 20580



Michael L. Rosenthal

STB FD 32760 2-26-96 I 61428

Item No. _____

Page Count 15

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BEFORE THE
ACE TRANSPORTATION BOARD

Finance Docket No. 32760

UNION PACIFIC CORPORATION, UNION PACIFIC RAILROAD COMPANY
AND MISSOURI PACIFIC RAILROAD COMPANY

-- CONTROL AND MERGER --

SOUTHERN PACIFIC RAIL CORPORATION, SOUTHERN PACIFIC
TRANSPORTATION COMPANY, ST. LOUIS SOUTHWESTERN RAILWAY
COMPANY, SPCSL CORP. AND THE DENVER AND
RIO GRANDE WESTERN RAILROAD COMPANY



APPLICANTS' FIRST SET OF INTERROGATORIES
AND REQUESTS FOR PRODUCTION OF DOCUMENTS
TO ILLINOIS POWER COMPANY

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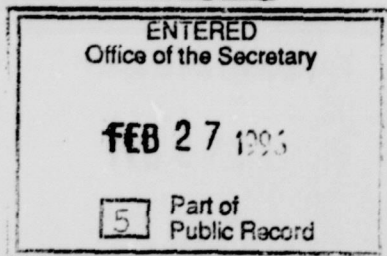
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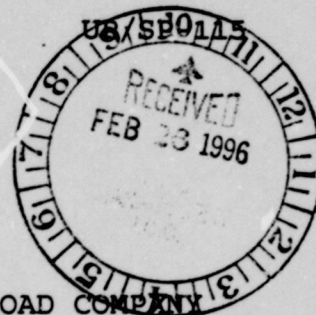
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Attorneys for Union Pacific
Corporation, Union Pacific
Railroad Company and Missouri
Pacific Railroad Company



February 26, 1996

BEFORE THE
SURFACE TRANSPORTATION BOARD



Finance Docket No. 32760

UNION PACIFIC CORPORATION, UNION PACIFIC RAILROAD COMPANY
AND MISSOURI PACIFIC RAILROAD COMPANY
-- CONTROL AND MERGER --
SOUTHERN PACIFIC RAIL CORPORATION, SOUTHERN PACIFIC
TRANSPORTATION COMPANY, ST. LOUIS SOUTHWESTERN RAILWAY
COMPANY, SPCSL CORP. AND THE DENVER AND
RIO GRANDE WESTERN RAILROAD COMPANY

APPLICANTS' FIRST SET OF INTERROGATORIES
AND REQUESTS FOR PRODUCTION OF DOCUMENTS
TO ILLINOIS POWER COMPANY

Pursuant to 49 C.F.R. §§ 1114.26 and 1114.30, and
the Discovery Guidelines entered in this proceeding on
December 7, 1995, Applicants UPC, UPRR, MPRR, SPR, SPT, SSW,
SPCSL and DRGW direct the following interrogatories and
document requests to Illinois Power Company ("Illinois
Power").

Responses should be served as soon as possible, and
in no event later than 15 days from the date of service
hereof. Illinois Power is requested to contact the
undersigned promptly to discuss any objections or questions
regarding these requests with a view to resolving any disputes
or issues of interpretation informally and expeditiously.

DEFINITIONS AND INSTRUCTIONS

I. "Applicants" means UPC, UPRR, MPRR, SPR, SPT,
SSW, SPCSL and DRGW.

II. "Board" means the Surface Transportation Board.

III. "BN/Santa Fe" means the Burlington Northern Railroad Company and The Atchison, Topeka and Santa Fe Railway Company.

IV. "The BN/Santa Fe Settlement Agreement" means the agreement between UP and SP and BN/Santa Fe dated September 25, 1994, as supplemented by the November 18, 1995 agreement between those parties.

V. "The BN/Santa Fe Settlement Agreement Lines" means the lines that BN/Santa Fe will receive trackage rights over or purchase under the BN/Santa Fe Settlement Agreement.

VI. "CNW" means Chicago and North Western Railway Company.

VII. "DRGW" means The Denver and Rio Grande Western Railroad Company.

VIII. "Document" means any writing or other compilation of information, whether printed, typed, handwritten, recorded, or produced or reproduced by any other process, including but not limited to intra-company communications, correspondence, telegrams, memoranda, contracts, instruments, studies, projections, forecasts, summaries or records of conversations or interviews, minutes or records of conferences or meetings, records or reports of negotiations, diaries, calendars, photographs, maps, tape recordings, computer tapes, computer disks, other computer storage devices, computer programs, computer printouts,

models, statistical statements, graphs, charts, diagrams, plans, drawings, brochures, pamphlets, advertisements, circulars, trade letters, press releases, invoices, receipts, financial statements, accounting records, worksheets, drafts, revisions of drafts, and original or preliminary notes.

Further, the term "document" includes

- (a) both basic records and summaries of such records (including computer runs);
- (b) both original versions and copies that differ in any respect from original versions; and
- (c) both documents in the possession, custody or control of Illinois Power and documents in the possession, custody or control of consultants or others who have assisted Illinois Power in connection with this proceeding.

IX. "The IC Settlement Agreement" means the agreement between UP and SP and Illinois Central Railroad Company dated January 30, 1996.

X. "Identify," when used in relation to an individual, corporation, partnership or other entity, means to state the name, address and telephone number thereof.

"Identify," when used in relation to a document, means to

- (a) state the nature of the document (e.g., letter, memorandum, etc.);

(b) state the author, each addressee, each recipient, date, number of pages, and title of the document; and

(c) provide a brief description of the contents of the document.

XI. "Illinois Power" means Illinois Power Company.

XII. "MPRR" means Missouri Pacific Railroad Company.

XIII. "Produce" means to make legible, complete, and exact copies of responsive documents and send them by expedited delivery to the undersigned counsel. The originals of responsive documents should be retained in the files of Illinois Power, its counsel, or the consultants or others who have assisted Illinois Power in connection with this proceeding and have documents in their possession, and made available if requested. Applicants will pay all reasonable costs for duplication and expedited delivery of documents to their attorneys.

XIV. "Relating to" a subject means referring to, discussing, describing, dealing with, consisting of, or constituting, in whole or in part, the subject.

XV. "SP" means SPT, SSW, SPCSL and DRGW.

XVI. "SPCSL" means SPCSL Corp.

XVII. "SPR" means Southern Pacific Rail Corporation.

XVIII. "SPT" means Southern Pacific Transportation Company

XIX. "SSW" means St. Louis Southwestern Railway Company.

XX. "Shipper" means any user of rail services, including but not limited to a consignor, a consignee, and a receiver.

XXI. "Southern Pacific" means SPR and SP.

XXII. "This proceeding" means Finance Docket No. 32760 and all subdockets and related dockets.

XXIII. "UP" means UPRR and MPRR, including the former CNW.

XXIV. "UPC" means Union Pacific Corporation.

XXV. "UPRR" means Union Pacific Railroad Company.

XXVI. "The UP/SP merger" means the transactions proposed in this proceeding, including all related applications.

XXVII. "Union Pacific" means UP and UPC.

XXVIII. "The Utah Railway Settlement Agreement" means the agreement between UP and SP and Utah Railway Company dated January 17, 1996.

XXIX. Discovery responses should be supplemented when a supplemental response is required pursuant to 49 C.F.R. § 1114.29.

XXX. Documents need not be produced if they have been produced by Applicants in this proceeding.

XXXI. Produce a privilege log in accordance with the guidelines established at the December 20, 1995 discovery conference (Tr., pp. 313-14).

XXXII. References to railroads, shippers, consultants or companies (including Illinois Power) include affiliates, subsidiaries, officers, directors, employees, attorneys, agents and representatives thereof.

XXXIII. All uses of the conjunctive include the disjunctive and vice versa. Words in the singular include the plural and vice versa.

XXXIV. Unless otherwise specified, these requests cover the period January 1, 1993 and thereafter.

INTERROGATORIES

1. Identify and describe in detail any agreements that Illinois Power has with any other party to this proceeding regarding positions or actions to be taken in this proceeding. Routine procedural agreements, such as agreements concerning the order of questioning at depositions or the avoidance of duplicative discovery, need not be identified. If Illinois Power contends that any such agreement is privileged, state the parties to, date of, and general subject of the agreement.

2. For each utility plant operated by Illinois Power, separately for each year 1993 through 1995, identify the originating mines for all coal burned at the plant and, as to each such mine, state: (a) the tonnage of coal from that mine burned at the plant; (b) the average delivered price of coal from that mine; (c) the average minehead price of that coal; (d) the rail transportation routings (including origination and interchange points) for all coal shipped from that mine to the plant; and (e) any transportation routings or modes other than rail used in shipping coal to the plant.

DOCUMENT REQUESTS

1. Produce no later than April 1, 1996 (a) all workpapers underlying any submission that Illinois Power makes on or about March 29, 1996 in this proceeding, and (b) all publications, written testimony and transcripts, without limitation as to date, of any witnesses presenting testimony for Illinois Power on or about March 29, 1996 in this proceeding.

2. Produce all documents relating to benefits or efficiencies that will result from the UP/SP merger.

3. Produce all documents relating to potential traffic impacts of the UP/SP merger.

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competition, (c) transloading options, or (d) build-in options.

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15. Produce all presentations, letters, memoranda, white papers or other documents sent or given to DOJ, DOT, any state Governor's, Attorney General's or Public Utilities Commission's (or similar agency's) office, any Mexican government official, any other government official, any security analyst, any bond rating agency, any consultant, any financial advisor or analyst, any investment banker, any chamber of commerce, or any shipper or trade organization relating to the UP/SP merger.

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Respectfully submitted,

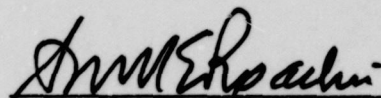
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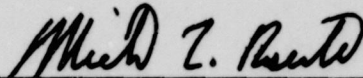
February 26, 1996

CERTIFICATE OF SERVICE

I, Michael L. Rosenthal, certify that, on this 26th day of February, 1996, I caused a copy of the foregoing document to be served by hand on Marc D. Machlin, counsel for Illinois Power Company, at Pepper, Hamilton & Scheetz, 1300 19th Street, N.W., Washington, D.C. 20036, and by first-class mail, postage prepaid, or by a more expeditious manner of delivery on all parties appearing on the restricted service list established pursuant to paragraph 9 of the Discovery Guidelines in Finance Docket No. 32760, and on

Director of Operations
Antitrust Division
Suite 500
Department of Justice
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Premerger Notification Office
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Room 303
Federal Trade Commission
Washington, D.C. 20580



Michael L. Rosenthal

STB

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Item No. _____

Page Count 14

Feb II 295

UP/SP-117

BEFORE THE
SURFACE TRANSPORTATION BOARD

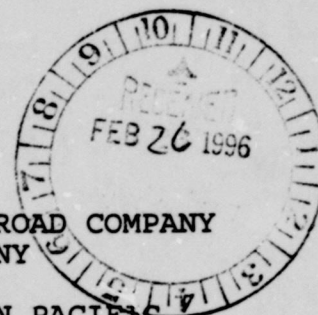
Finance Docket No. 32760

UNION PACIFIC CORPORATION, UNION PACIFIC RAILROAD COMPANY
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SOUTHERN PACIFIC RAIL CORPORATION, SOUTHERN PACIFIC
TRANSPORTATION COMPANY, ST. LOUIS SOUTHWESTERN RAILWAY
COMPANY, SPCSL CORP. AND THE DENVER AND
RIO GRANDE WESTERN RAILROAD COMPANY

ENTERED
Office of the Secretary

FEB 27 1996

5 Part of
Public Record



APPLICANTS' FIRST SET OF INTERROGATORIES
AND REQUESTS FOR PRODUCTION OF DOCUMENTS
TO INTERNATIONAL PAPER COMPANY

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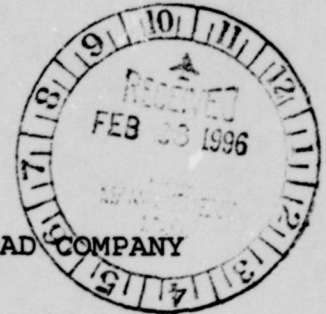
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Attorneys for Union Pacific
Corporation, Union Pacific
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February 26, 1996

BEFORE THE
SURFACE TRANSPORTATION BOARD



Finance Docket No. 32760

UNION PACIFIC CORPORATION, UNION PACIFIC RAILROAD COMPANY
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-- CONTROL AND MERGER --
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the Discovery Guidelines entered in this proceeding on
December 7, 1995, Applicants UPC, UPRR, MPRR, SPR, SPT, SSW,
SPCSL and DRGW direct the following interrogatories and
document requests to International Paper Company
("International Paper").

Responses should be served as soon as possible, and
in no event later than 15 days from the date of service
hereof. International Paper is requested to contact the
undersigned promptly to discuss any objections or questions
regarding these requests with a view to resolving any disputes
or issues of interpretation informally and expeditiously.

DEFINITIONS AND INSTRUCTIONS

- I. "Applicants" means UPC, UPRR, MPRR, SPR, SPT,
SSW, SPCSL and DRGW.
- II. "Board" means the Surface Transportation Board.

III. "BN/Santa Fe" means the Burlington Northern Railroad Company and The Atchison, Topeka and Santa Fe Railway Company.

IV. "The BN/Santa Fe Settlement Agreement" means the agreement between UP and SP and BN/Santa Fe dated September 25, 1994, as supplemented by the November 18, 1995 agreement between those parties.

V. "The BN/Santa Fe Settlement Agreement Lines" means the lines that BN/Santa Fe will receive trackage rights over or purchase under the BN/Santa Fe Settlement Agreement.

VI. "CNW" means Chicago and North Western Railway Company.

VII. "DRGW" means The Denver and Rio Grande Western Railroad Company.

VIII. "Document" means any writing or other compilation of information, whether printed, typed, handwritten, recorded, or produced or reproduced by any other process, including but not limited to intra-company communications, correspondence, telegrams, memoranda, contracts, instruments, studies, projections, forecasts, summaries or records of conversations or interviews, minutes or records of conferences or meetings, records or reports of negotiations, diaries, calendars, photographs, maps, tape recordings, computer tapes, computer disks, other computer storage devices, computer programs, computer printouts,

models, statistical statements, graphs, charts, diagrams, plans, drawings, brochures, pamphlets, advertisements, circulars, trade letters, press releases, invoices, receipts, financial statements, accounting records, worksheets, drafts, revisions of drafts, and original or preliminary notes.

Further, the term "document" includes

- (a) both basic records and summaries of such records (including computer runs);
- (b) both original versions and copies that differ in any respect from original versions; and
- (c) both documents in the possession, custody or control of International Paper and documents in the possession, custody or control of consultants or others who have assisted International Paper in connection with this proceeding.

IX. "The IC Settlement Agreement" means the agreement between UP and SP and Illinois Central Railroad Company dated January 30, 1996.

X. "Identify," when used in relation to an individual, corporation, partnership or other entity, means to state the name, address and telephone number thereof.

"Identify," when used in relation to a document, means to

- (a) state the nature of the document (e.g., letter, memorandum, etc.);

- (b) state the author, each addressee, each recipient, date, number of pages, and title of the document; and
- (c) provide a brief description of the contents of the document.

XI. "International Paper" means International Paper Company.

XII. "MPRR" means Missouri Pacific Railroad Company.

XIII. "Produce" means to make legible, complete and exact copies of responsive documents and send them by expedited delivery to the undersigned counsel. The originals of responsive documents should be retained in the files of International Paper, its counsel, or the consultants or others who have assisted International Paper in connection with this proceeding and have documents in their possession, and made available if requested. Applicants will pay all reasonable costs for duplication and expedited delivery of documents to their attorneys.

XIV. "Relating to" a subject means referring to, discussing, describing, dealing with, consisting of, or constituting, in whole or in part, the subject.

XV. "SP" means SPT, SSW, SPCSL and DRGW.

XVI. "SPCSL" means SPCSL Corp.

XVII. "SPR" means Southern Pacific Rail Corporation.

XVIII. "SPT" means Southern Pacific Transportation Company.

XIX. "SSW" means St. Louis Southwestern Railway Company.

XX. "Shipper" means any user of rail services, including but not limited to a consignor, a consignee, and a receiver.

XXI. "Southern Pacific" means SPR and SP.

XXII. "This proceeding" means Finance Docket No. 32760 and all subdockets and related dockets.

XXIII. "UP" means UPRR and MPRR, including the former CNW.

XXIV. "UPC" means Union Pacific Corporation.

XXV. "UPRR" means Union Pacific Railroad Company.

XXVI. "The UP/SP merger" means the transactions proposed in this proceeding, including all related applications.

XXVII. "Union Pacific" means UP and UPC.

XXVIII. "The Utah Railway Settlement Agreement" means the agreement between UP and SP and Utah Railway Company dated January 17, 1996.

XXIX. Discovery responses should be supplemented when a supplemental response is required pursuant to 49 C.F.R. § 1114.29.

XXX. Documents need not be produced if they have been produced by Applicants in this proceeding.

XXXI. Produce a privilege log in accordance with the guidelines established at the December 20, 1995 discovery conference (Tr., pp. 313-14).

XXXII. References to railroads, shippers, consultants or companies (including International Paper) include affiliates, subsidiaries, officers, directors, employees, attorneys, agents and representatives thereof.

XXXIII. All uses of the conjunctive include the disjunctive and vice versa. Words in the singular include the plural and vice versa.

XXXIV. Unless otherwise specified, these requests cover the period January 1, 1993 and thereafter.

INTERROGATORIES

1. Identify and describe in detail any agreements that International Paper has with any other party to this proceeding regarding positions or actions to be taken in this proceeding. Routine procedural agreements, such as agreements concerning the order of questioning at depositions or the avoidance of duplicative discovery, need not be identified. If International Paper contends that any such agreement is

privileged, state the parties to, date of, and general subject of the agreement.

DOCUMENT REQUESTS

1. Produce no later than April 1, 1996 (a) all workpapers underlying any submission that International Paper makes on or about March 29, 1996 in this proceeding, and (b) all publications, written testimony and transcripts, without limitation as to date, of any witnesses presenting testimony for International Paper on or about March 29, 1996 in this proceeding.

2. Produce all documents relating to benefits or efficiencies that will result from the UP/SP merger.

3. Produce all documents relating to potential traffic impacts of the UP/SP merger.

4. Produce all documents relating to competitive impacts of the UP/SP merger, including but not limited to effects on (a) market shares, (b) source or destination competition, (c) transloading options, or (d) build-in options.

5. Produce all documents relating to the BN/Santa Fe Settlement Agreement.

6. Produce all documents relating to the IC Settlement Agreement.

7. Produce all documents relating to the Utah Railway Settlement Agreement.

8. Produce all documents relating to conditions that might be imposed on approval of the UP/SP merger.

9. Produce all studies, reports or analyses relating to actual or potential competition between UP and SP.

10. Produce all studies, reports or analyses relating to competition between single-line and interline rail transportation.

11. Produce all studies, reports or analyses relating to the benefits of any prior rail merger or rail mergers generally.

12. Produce all studies, reports or analyses relating to the financial position or prospects of SP.

13. Produce all communications with other parties to this proceeding relating to the UP/SP merger or the BN/Santa Fe Settlement Agreement, and all documents relating to such communications. This request excludes documents already served on Applicants.

14. Produce all presentations, solicitation packages, form verified statements, or other materials used to seek support from shippers, public officials, railroads or others for the position of International Paper or any other party in this proceeding.

15. Produce all presentations, letters, memoranda, white papers or other documents sent or given to DOJ, DOT, any state Governor's, Attorney General's or Public Utilities

Commission's (or similar agency's) office, any Mexican government official, any other government official, any security analyst, any bond rating agency, any consultant, any financial advisor or analyst, any investment banker, any chamber of commerce, or any shipper or trade organization relating to the UP/SP merger.

16. Produce all notes of, or memoranda relating to, any meetings with DOJ, DOT, any state Governor's, Attorney General's or Public Utilities Commission's (or similar agency's) office, any Mexican government official, any other government official, any security analyst, any bond rating agency, any consultant, any financial advisor or analyst, any investment banker, any chamber of commerce, or any shipper or trade organization relating to the UP/SP merger.

17. Produce all documents relating to shipper surveys or interviews concerning (a) the UP/SP merger or any possible conditions to approval of the merger, or (b) the quality of service or competitiveness of any railroad.

18. Produce all documents relating to the price to be paid for, or the value of, any UP or SP lines that might be sold as a condition to approval of, or otherwise in connection with, the UP/SP merger.

19. Produce all documents relating to trackage rights compensation for any of the BN/Santa Fe Settlement Agreement Lines or any other line of UP or SP that might be

the subject of a proposed trackage rights condition in this proceeding.

20. Produce all documents relating to actual or estimated maintenance-and-operating costs, taxes and return-to-capital costs with respect to any of the BN/Santa Fe Settlement Agreement Lines or any other line of UP or SP that might be the subject of a proposed trackage rights condition in this proceeding.

21. Produce all documents relating to any agreement or understanding that International Paper has with any other party to this proceeding regarding positions or actions to be taken in this proceeding. Documents relating to routine procedural agreements, such as agreements concerning the order of questioning at depositions or the avoidance of duplicative discovery, need not be produced.

22. Produce all presentations to, and minutes of, the boards of directors (or other governing body) of International Paper relating to the UP/SP merger or conditions to be sought by any party in this proceeding.

23. Produce all studies, reports or analyses relating to collusion among competing railroads or the risk thereof.

24. Produce all studies, reports or analyses relating to the terms for or effectiveness of trackage rights.

25. Produce all documents relating to SP's sale of certain lines in Oregon to the Central Oregon & Pacific Railroad, Inc.

26. Produce International Paper's files regarding the transportation (including the transportation by non-rail modes) of all commodities that International Paper has moved via UP or SP since January 1, 1993.

Respectfully submitted,

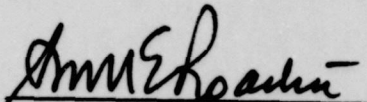
CANNON Y. HARVEY
LOUIS P. WARCHOT
CAROL A. HARRIS
Southern Pacific
Transportation Company
One Market Plaza
San Francisco, California 94105
(415) 541-1000

PAUL A. CUNNINGHAM
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Harkins Cunningham
1300 Nineteenth Street, N.W.
Washington, D.C. 20036
(202) 973-7601

Attorneys for Southern
Pacific Rail Corporation,
Southern Pacific Transportation
Company, St. Louis Southwestern
Railway Company, SPCSL Corp. and
The Denver and Rio Grande
Western Railroad Company

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Martin Tower
Eighth and Eaton Avenues
Bethlehem, Pennsylvania 18018
(610) 861-3290

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LOUISE A. RINN
Law Department
Union Pacific Railroad Company
Missouri Pacific Railroad Company
1416 Dodge Street
Omaha, Nebraska 68179
(402) 271-5000


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Washington, D.C. 20044-7566
(202) 662-5388

Attorneys for Union Pacific
Corporation, Union Pacific
Railroad Company and Missouri
Pacific Railroad Company

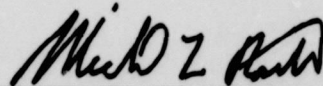
February 26, 1996

CERTIFICATE OF SERVICE

I, Michael L. Rosenthal, certify that, on this 26th day of February, 1996, I caused a copy of the foregoing document to be served by hand on Edward D. Greenberg, counsel for International Paper Company, at Galland, Kharasch, Morse & Garfinkle, P.C., 1054 31st Street, N.W., Second Floor, Washington, D.C. 20007, and by first-class mail, postage prepaid, or by a more expeditious manner of delivery on all parties appearing on the restricted service list established pursuant to paragraph 9 of the Discovery Guidelines in Finance Docket No. 32760, and on

Director of Operations
Antitrust Division
Suite 500
Department of Justice
Washington, D.C. 20530

Premerger Notification Office
Bureau of Competition
Room 303
Federal Trade Commission
Washington, D.C. 20580



Michael L. Rosenthal

STB

FD

32760

2-26-96

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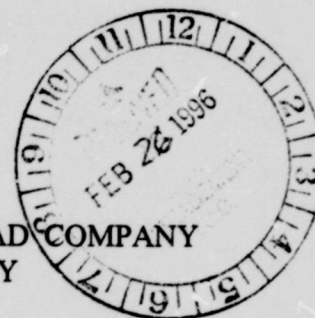
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Item No. _____ BEFORE THE
TRANSPORTATION BOARD

Page Count 11

Feb # 297

Exhibit Docket No. 32760



UNION PACIFIC CORPORATION, UNION PACIFIC RAILROAD COMPANY
AND MISSOURI PACIFIC RAILROAD COMPANY

-- CONTROL AND MERGER --

SOUTHERN PACIFIC RAIL CORPORATION, SOUTHERN PACIFIC
TRANSPORTATION COMPANY, ST. LOUIS SOUTHWESTERN RAILWAY
COMPANY, SPCSL CORP. AND THE DENVER AND
RIO GRANDE WESTERN RAILROAD COMPANY

BURLINGTON NORTHERN RAILROAD COMPANY AND THE ATCHISON,
TOPEKA AND SANTA FE RAILWAY COMPANY'S FIRST SET OF
INTERROGATORIES AND DOCUMENT PRODUCTION REQUESTS TO
WISCONSIN CENTRAL LTD.

Jeffrey R. Moreland
Richard E. Weicher
Janice G. Barber
Michael E. Roper
Sidney L. Strickland, Jr.

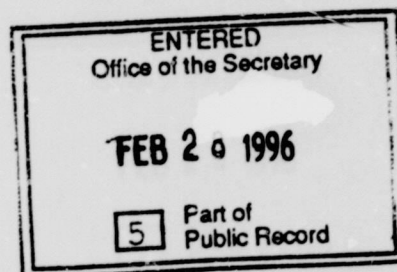
Erika Z. Jones
Adrian L. Steel, Jr.
Roy T. Englert, Jr.
Kathryn A. Kusske

Burlington Northern
Railroad Company
3800 Continental Plaza
777 Main Street
Ft. Worth, Texas 76102-5384
(817) 333-7954

Mayer, Brown & Platt
2000 Pennsylvania Avenue, N.W.
Washington, D.C. 20006
(202) 463-2000

and

The Atchison, Topeka and Santa Fe
Railway Company
1700 East Golf Road
Schaumburg, Illinois 60173
(708) 995-6887

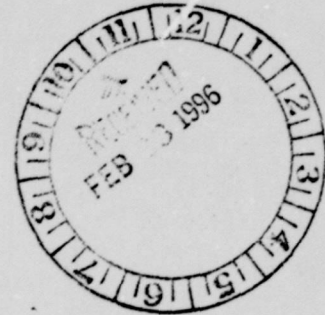


Attorneys for Burlington Northern Railroad Company
and The Atchison, Topeka and Santa Fe Railway Company

February 26, 1996

BEFORE THE
SURFACE TRANSPORTATION BOARD

Finance Docket No. 32760



UNION PACIFIC CORPORATION, UNION PACIFIC RAILROAD COMPANY
AND MISSOURI PACIFIC RAILROAD COMPANY

-- CONTROL AND MERGER --

SOUTHERN PACIFIC RAIL CORPORATION,
SOUTHERN PACIFIC TRANSPORTATION COMPANY, ST. LOUIS
SOUTHWESTERN RAILWAY COMPANY, SPCSL CORP. AND THE
DENVER AND RIO GRANDE WESTERN RAILROAD COMPANY

BURLINGTON NORTHERN RAILROAD COMPANY AND THE ATCHISON,
TOPEKA AND SANTA FE RAILWAY COMPANY'S FIRST SET OF
INTERROGATORIES AND DOCUMENT PRODUCTION REQUESTS TO
WISCONSIN CENTRAL LTD.

Burlington Northern Railroad Company ("BN") and The Atchison, Topeka and Santa Fe Railway Company ("Santa Fe") (collectively "BN/Santa Fe") hereby submit their First Set of Interrogatories and Requests for Production of Documents to Wisconsin Central Ltd. ("Wisconsin Central").

BN/Santa Fe requests that Wisconsin Central respond to the following interrogatories and document requests in compliance with the December 5, 1995 Discovery Guidelines Order entered by the Administrative Law Judge in this proceeding and in accordance with the following Definitions and Instructions. The responses to these interrogatories and

document requests should be served on BN/Santa Fe through its attorneys at the offices of Mayer, Brown & Platt, 2000 Pennsylvania Avenue, N.W., Washington, D.C. 20006, no later than fifteen (15) days following their service.

DEFINITIONS

1. "BN/Santa Fe" means Burlington Northern Railroad Company ("BN") and The Atchison, Topeka and Santa Fe Railway Company ("Santa Fe").
2. "BN/Santa Fe Agreement" means the agreement between UP and SP and BN/Santa Fe dated September 25, 1995, as supplemented November 18, 1995.
3. "Board" means the Surface Transportation Board.
4. "Document" means any writings or other compilations of information, whether handwritten, typewritten, printed, recorded, or produced or reproduced by any process, including but not limited to intra- or inter-company communications, business records, agreements, contracts, bids, bid quotes, rates, rate quotes, correspondence, telegrams, memoranda, studies, projections, summaries or records of telephone or personal conversations or interviews, reports, diaries, log books, notebooks, forecasts, workpapers, photographs, maps, tape recordings, computer tapes, computer programs, computer printouts, computer models, all stored data compilations of any kind that may be retrievable or machine-readable produced in reasonably usable form including any descriptions, indices or other interpretive materials necessary or useful to access the stored information, statistical or financial statements, graphs, charts or other data compilations, sketches, note charts, plans, drawings, agendas, minutes or records or summaries of conferences,

expressions or statements of policy, lists of persons attending meetings or conferences, opinions or reports or summaries of negotiations or investigations, brochures, opinions or reports of consultants, pamphlets, advertisements, circulars, trade or other letters, press releases, drafts, revisions of drafts, invoices, receipts, and original or preliminary notes.

Further, the term "document" includes:

(a) both individual records and summaries of such records (including computer runs);

(b) both original versions and copies that differ in any respect from original versions; and

(c) both documents in the possession of Wisconsin Central and documents in the possession of consultants or others that have assisted Wisconsin Central in connection with any issue raised in these discovery requests.

5. "Wisconsin Central" means Wisconsin Central Ltd., any transportation-related subsidiaries or affiliates thereof, any present or former employees, agents, counsel, officers, directors, advisors, consultants, divisions, and/or any other persons acting on Wisconsin Central's behalf.

6. "Person" means any natural person, any business entity (whether partnership, association, cooperative, proprietorship or corporation), and any governmental entity, department, administration, agency, bureau or political subdivision thereof.

7. "Proceeding" means the STB proceeding in Finance Docket No. 32760 and all sub-dockets thereof.

8. "Proposed Transaction" means the transaction for which Applicants Union Pacific Corporation et al. ("UP) and Southern Pacific Rail Corporation et al. ("SP") request Board approval in this Proceeding.

INSTRUCTIONS

1. To the extent that Wisconsin Central considers any of the following interrogatories or document requests objectionable, Wisconsin Central should respond to each part thereof that is not objectionable, separately identify that part of the interrogatory or document request that Wisconsin Central finds objectionable and state the grounds for each such objection.
2. If Wisconsin Central objects to any interrogatory or document request on grounds of privilege, Wisconsin Central should identify which privilege is claimed, state the specific factual and legal basis for such claim of privilege, and answer any remaining part of the interrogatory or document request for which such objection is not made.
3. References to the plural shall include the singular and vice versa. Terms such as "and," "or" and "including" shall be construed in an inclusive manner, in the disjunctive or conjunctive as necessary, in order to bring within the scope of each interrogatory or document request all information which might otherwise be construed as outside the scope of the request.
4. In answering each of the interrogatories, Wisconsin Central is to:
 - (a) Identify all source documents from which the information has been or can be obtained or which form a basis for the answers given or corroborate the answers given. For each source document identified state the name, title and address of the custodian of such document, and state whether such source document may be inspected and copied by Applicants' representatives;
 - (b) State whether the information furnished is within the personal knowledge of the person answering and, if not, the name of each person to whom the information is a matter of personal knowledge.

5. If exact data cannot be supplied in answering any interrogatory that calls for a numerical response, Wisconsin Central should provide Wisconsin Central's best estimate of the data called for, indicate that it has done so by the notation "(est.)" in conjunction with the response, and describe the basis upon which the estimate was made.

6. If Wisconsin Central cannot answer any part of any interrogatory or document request in full, after exercising due diligence to secure the information or documents to do so, Wisconsin Central should so state and answer to the extent possible, specifying Wisconsin Central's inability to answer the remainder, and stating whatever information or documents Wisconsin Central has of each unanswered part.

7. Where interrogatories seek information as to the existence or content of any document or study, producing or furnishing a copy of the document or study will be accepted as an adequate response to the interrogatory. "Produce" means to make legible, complete, and exact copies of responsive documents, which are to be sent via overnight courier or hand delivery to the undersigned attorneys.

8. Unless specified otherwise in a particular interrogatory or document request, these discovery requests seek information and documents dating from January 1, 1993 and extending through the date on which the responses are made. Further, these discovery requests are deemed to be continuing in nature so that if at any time during the course of this proceeding Wisconsin Central discovers information or documents that are within the scope of these discovery requests, it shall supplement its responses within ten (10) days.

INTERROGATORIES AND DOCUMENT REQUESTS

1. Produce the Wisconsin Central financial and operating data for 1994 and 1995 most comparable to the data reported by Class I railroads in the R-1 annual report. Specifically, produce the data kept by or available to Wisconsin Central most comparable to Schedules:

- 200 - Comparative Statement of Financial Position - Assets
- 210 - Results of Operations
- 220 - Retained Earnings
- 310 - Investments and Advances Affiliated Companies
- 330 - Road and Equipment Property and Improvements to Leased Property and Equipment
- 332 - Depreciation Base and Rates - Road and Equipment Owned and Used and Leased From Others
- 335 - Accumulated Depreciation - Road and Equipment Owned and Used
- 352A - Investment in Railroad Property Used in Transportation Service (By Company)
- 352B - Investment in Railway Property Used in Transportation Service (By Property Accounts)
- 410 - Railway Operating Expenses
- 412 - Way and Structures
- 414 - Rents for Interchanged Freight Train Cars and Other Freight-Carrying Equipment
- 415 - Supporting Schedule - Equipment
- 416 - Supporting Schedule - Road
- 417 - Specialized Service Subschedule - Transportation
- 418 - Supporting Schedule - Capital Leases
- 450 - Analysis of Taxes
- 510 - Separation of Debtholdings Between Road Property and Equipment
- 700 - Mileage Operated at Close of Year
- 702 - Miles of Road at Close of Year - By States and Territories (Single Track)
- 710 - Inventory of Equipment
- 710S - Unit Cost of Equipment Installed During the Year - Divided Between New and Rebuilt Units
- 720 - Track and Traffic Conditions
- 721 - Ties Laid in Replacement
- 722 - Ties Laid in Additional Tracks and In New Lines and Extensions
- 723 - Rails Laid in Replacement
- 724 - Rails Laid in Additional Tracks and In New Lines and Extensions

- 725 - Weight of Rail
- 726 - Summary of Track Replacements
- 750 - Consumption of Diesel Fuel
- 755 - Railroad Operating Statistics

If Wisconsin Central believes that the data produced are in any respect not comparable to the data reported by Class I railroads on Form R-1, Wisconsin Central should nevertheless produce the most comparable data in its possession, together with a full explanation (for each Schedule) of the respects in which Wisconsin Central believes that the data are not fully comparable with R-1 data.

2. Produce all 1994 and 1995 car loading reports and unloading reports, shown separately, which identify by location, by commodity, and by car type the traffic handled by Wisconsin Central in those years.

3. Has Wisconsin Central at any time in or after August 1995 discussed (in a meeting, in person, or by telephone) any of the following subjects with any representative of the United States Department of Justice, the United States Department of Transportation, or any other federal or state agency: the Proposed Transaction; the BN/Santa Fe Agreement; or railroad competition in the Western United States? If so, for each such meeting or discussion, provide the following:

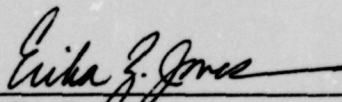
- (a) The federal or state agency involved;
- (b) The date of the meeting or discussion;
- (c) The participants on behalf of Wisconsin Central and the federal or state agency in the meeting or discussion;
- (d) A description of the subject matter of the meeting or discussion;
- (e) All documents provided by Wisconsin Central to the federal or state agency at or during the meeting or discussion;

(f) All other documents sent or provided to or received from the federal or state agency relating to the meeting or discussion; and

(g) All other documents relating in any way to the meeting or discussion.

4. For each interrogatory and document request (or part thereof), identify by name, address, position and responsibilities each person who assisted or participated in preparing or supplying any of the information or documents given in response to such interrogatory or document request (or part thereof.)

Respectfully submitted,



Erika Z. Jones
Adrian L. Steel, Jr.
Roy T. Englert, Jr.
Kathryn A. Kusske

Jeffrey R. Moreland
Richard E. Weicher
Janice G. Barber
Michael E. Roper
Sidney L. Strickland, Jr.

Burlington Northern
Railroad Company
3800 Continental Plaza
777 Main Street
Ft. Worth, Texas 76102-5384
(817) 333-7954

Mayer, Brown & Platt
2000 Pennsylvania Avenue, N.W.
Washington, D.C. 20006
(202) 463-2000

and

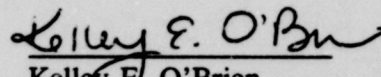
The Atchison, Topeka and Santa Fe
Railway Company
1700 East Golf Road
Schaumburg, Illinois 60173
(708) 995-6887

Attorneys for Burlington Northern Railroad Company
and The Atchison, Topeka and Santa Fe Railway Company

February 26, 1996

CERTIFICATE OF SERVICE

I hereby certify that copies of Burlington Northern Railroad Company and The Atchison, Topeka and Santa Fe Railway Company's First Set of Interrogatories and Document Production Requests to Wisconsin Central Ltd. (BN/SF-34) have been served this 26th day of February, 1996, by fax and by first-class mail, postage prepaid on all persons on the Restricted Service List in Finance Docket No. 32760 and by overnight courier on counsel for Wisconsin Central Ltd.


Kelley E. O'Brien
Mayer, Brown & Platt
2000 Pennsylvania Avenue, N.W.
Suite 6500
Washington, D.C. 20006
(202) 778-0607

STB

FD

32760

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Item No. _____
Page Count 21
Feb II 287

61425

Attorneys at Law
1299 Pennsylvania Ave., N.W.
Washington, D.C. 20004-2402
(202) 783-0800
FAX (202) 383-6610

February 26, 1996



In Los Angeles
(213) 892-1800

Mark L. Josephs
(202) 383-7353

HAND DELIVERY

Vernon A. Williams
Secretary
Interstate Commerce Commission
12th & Constitution Avenue, N.W.
Washington, D.C. 20424

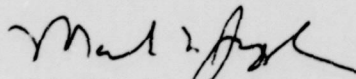
Re: **Finance Docket No. 32760**

Dear Secretary Williams:

Enclosed are the original and 20 copies of The Coastal Corporation's First Request to Applicants for the Production of Documents (COAC-3) to be filed in this proceeding. Also enclosed is a 3.5 inch disc containing the text of this pleading in Word Perfect 5.1 format. This pleading has been served on the Applicants and each party on the restricted service list, pursuant to the Discovery Guidelines in this proceeding.

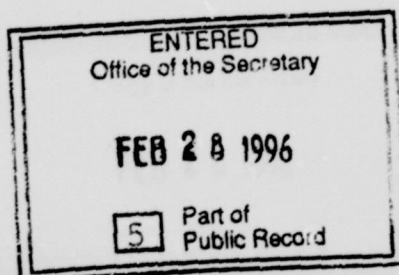
In addition, an extra copy is enclosed to be file-stamped and returned to our messenger. Thank you for your assistance with this matter.

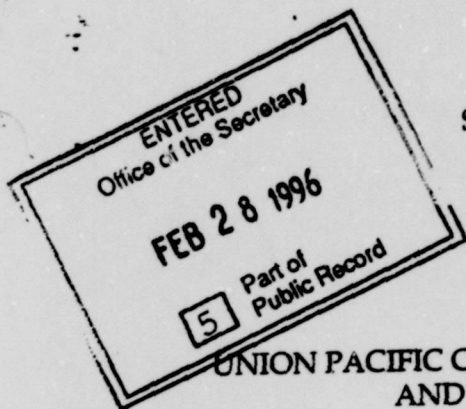
Sincerely,


Mark L. Josephs

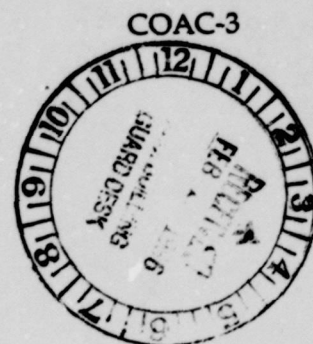
Enclosures

cc: The Honorable Jerome Nelson
Restricted Service List





BEFORE THE
SURFACE TRANSPORTATION BOARD



Finance Docket No. 32760

UNION PACIFIC CORPORATION, UNION PACIFIC RAILROAD COMPANY
AND MISSOURI PACIFIC RAILROAD COMPANY
-- CONTROL AND MERGER --

SOUTHERN PACIFIC RAIL CORPORATION, SOUTHERN PACIFIC
TRANSPORTATION COMPANY, ST. LOUIS SOUTHWESTERN RAILWAY
COMPANY, SPCSL CORP. AND THE DENVER AND
RIO GRANDE WESTERN RAILROAD COMPANY

THE COASTAL CORPORATION'S
FIRST REQUEST TO APPLICANTS
FOR PRODUCTION OF DOCUMENTS

Pursuant to 49 C.F.R. Part 1114.21 and 1114.30, The Coastal Corporation
("Coastal") serves the following request for production of documents on Applicants.

I. DEFINITIONS

1. "Applicants" means Union Pacific Corporation, Union Pacific Railroad Company, Missouri Pacific Railroad Company, Southern Pacific Rail Corporation, Southern Pacific Transportation Company, St. Louis Southwestern Railway Company, SPCSL Corp., and the Denver and Rio Grande Western Railroad Company, individually and collectively, and any division thereof (and includes present or former directors, officers, employees and agents), together with any parent, subsidiary or affiliate corporation, partnership or legal entity, including, but not limited to, UP Acquisition Corporation, Union Pacific Holdings Corp., Chicago and North Western Railway Company, Philip F. Anschutz and The Anschutz Corporation.

2. "Application" means the Railroad Merger Application, Finance Docket No. 32760, filed November 30, 1995, by Applicants.

3. "UP" means all Union Pacific Corporation entities individually and collectively (i.e., Union Pacific Corporation, Union Pacific Railroad Company, and Missouri Pacific Railroad Company) (and includes present or former directors, officers, employees and agents), together with any parent, subsidiary or affiliated corporation, partnership or other legal entity, including, but not limited to, UP Acquisition Corporation, Union Pacific Holdings Corp., and Chicago and North Western Railway Company.

4. "SP" means Southern Pacific Rail Corporation entities individually and collectively (i.e., Southern Pacific Rail Corporation, Southern Pacific Transportation Company, St. Louis Southwestern Railway Company, SPCSL Corp. and The Denver and Rio Grande Western Railroad Company) (and includes present or former directors, officers, employees and agents), together with any parent, subsidiary or affiliated corporation, partnership or other person or local entity, including, but not limited to, Philip F. Anschutz and The Anschutz Corporation.

5. "BN" means BNSF Corporation or the entity resulting from the merger of Burlington Northern Railroad Company with Santa Fe Pacific Corporation and the Atchison, Topeka and Santa Fe Railway Company.

6. "Coastal" means Coastal Corporation and any divisions, parents or subsidiaries, including but not limited to Coastal Chem, Inc., Coastal States Energy Company, Southern Utah Fuel Company, Utah Fuel Company, and Soldier Creek Coal Company.

7. "Documents" means any and all writings and recordings as defined in Rule 1001 of the Federal Rules of Evidence, including drafts, typings, printings, minutes or copies or reproductions thereof in the possession, custody or control of the Applicants.

8. "Proposed transaction" means the proposed merger of UP and SP, under review by the Surface Transportation Board in Finance Docket No. 32670.

9. "BNSF settlement" means the agreement between UP and SP and BN relating to the proposed UP/SP merger set forth in the Application beginning on page 318 of Volume 1.

10. "Board" or "STB" means the Surface Transportation Board.

11. "Relating" or "related" to a given subject matter means constitutes, contains, comprises, consists of, embodies, reflects, identifies, states, refers to, deals with, sets forth, proposes, shows, evidences, discloses, describes, discusses, explains, summarizes, concerns, authorizes, contradicts or is any way pertinent to that subject, including, without limitation, documents concerning the presentation of other documents.

12. "Shipper" means the user of rail services, including a consignor, a consignee, or a receiver.

13. "Analyses" or "analysis" include any analyses, studies, evaluations, discussions, or reports in whatever form, including letters, memoranda, tabulations, measurements, electronic mail, and computer printouts of data selected from a database.

14. References to railroads, shippers, and other companies (including Applicants) include: parent companies; subsidiaries; controlled, affiliated, and predecessor firms; divisions; subdivisions; components; units; instrumentalities; partnerships; and joint ventures.

II. INSTRUCTIONS

1. Consistent with the Discovery Guidelines, these Requests are intended to be non-duplicative of previous written discovery of which Coastal has been served copies. If you consider any Requests or Interrogatories to be duplicative, you should so

state and refer Coastal to the specific documents or answers produced in response to such prior discovery.

2. If, in responding to any Request, you consider any part of the Request objectionable, you should respond to each part of the Request not deemed objectionable and set forth separately the part deemed objectionable and the grounds for objection.

3. Unless otherwise specified, all Requests cover the period from January 1, 1993, to the date of the response and are subject to revision as described in Paragraph 12 of these Instructions.

4. If a Request refers to "Applicants" or to any "Applicant," and the response for one Applicant would be different from the response for other Applicants, give separate responses for each Applicant.

5. All documents that respond, in whole or in part, to any paragraph of a Request shall be produced in their entirety. Documents that in their original condition were stapled, clipped, or otherwise fastened together, shall be produced in such form. In addition, all documents are to be produced in the file folders or jackets in which they are maintained.

6. If any response to a Request includes a reference to the Application, such response shall specify the responsive volume(s) and page number(s).

7. All documents should be grouped together according to the individual paragraphs and sub-paragraphs of the Request to which they are responsive.

8. If any of the requested documents cannot be produced in full, you are requested to produce them to the fullest extent possible, specifying clearly the reasons for your inability to produce the remainder and stating whatever information, knowledge or belief you have concerning the unproduced portion. If you cannot produce a responsive document because it is no longer in your possession, custody, or control, state the date on which each such document ceased being in your possession, custody or control; describe the disposition of each such document and the reason for

such disposition; and identify each person presently in the possession, custody or control of the document or a copy thereof.

9. If any privilege or protection is claimed as to any information or document, state the nature of the privilege or protection claimed (e.g., attorney-client, work product, etc.) and state the basis for claiming privilege or protection. For each such document, provide the following information:

- a. the type of document;
- b. the title of the document;
- c. the name, address, and title of each author;
- d. the name, address, and title of each addressee;
- e. all persons to whom copies were sent or distributed and all other persons to whom the document or its contents were disclosed in whole or part;
- f. the date of the document;
- g. the subject matter of the document;
- h. the number of pages;
- i. an identification of any attachments or appendices;
- j. the current location of the document and the name of the current custodian; and
- k. a statement of the basis on which the privilege is claimed.

If less than an entire document is claimed to be privileged, furnish a copy of those portions of the document that are not privileged.

10. Use of a singular shall be deemed to include the plural, and vice versa. The terms "and" or "or" should be interpreted as conjunctive, disjunctive, or both, depending on the context, so as to have their broadest meaning. Whenever necessary to bring within the scope of a Request all information or documents that might otherwise be construed to be outside its scope, the use of a verb in any tense shall be construed as the use of the verb in all other tenses. The term "all" includes "any" and vice versa.

11. If you want clarification concerning any Request, you are instructed to contact Counsel for Coastal concerning such clarification reasonably in advance of the response date.

12. These Requests are continuing in nature and you are under a duty to supplement or correct any responses that are incomplete or incorrect and otherwise supplement your responses in accordance with 49 C.F.R. § 1114.29.

13. Responses to these Requests should be provided within 15 days of the receipt of these Requests.

III. DOCUMENT REQUESTS

1. Produce every document relating to competition between or among any of the Applicants for the transportation of coal from the following rail loadouts in Utah:

- a) Sharp;
- b) Banning;
- c) Savage Coal Terminal; and
- d) Skyline.

2. Produce every document relating to competition between or among any of the Applicants for the transportation of coal from the following Utah coal mines:

- a) Southern Utah Fuel Company (SUFCo);
- b) Skyline (Utah Fuel Company); and
- c) Soldier Creek Coal Company.

3. Produce every document relating to competition between or among any of the Applicants for the transportation of chemicals from the Coastal Chem, Inc. Battle Mountain, Nevada facility.

4. Produce every document relating to the establishment of tariff rates for the transportation of coal by UP, including but not limited to documents relating to negotiations between UP and Coastal and negotiations between UP and any coal consumer, from the following rail loadouts in Utah:

- a) Sharp;
- b) Banning;
- c) Savage Coal Terminal; and
- d) Skyline.

5. Produce every document relating to the establishment of tariff rates for the transportation of coal by UP, including but not limited to documents relating to negotiations between UP and Coastal and negotiations between UP and any coal consumer, from the following Utah coal mines:

- a) Southern Utah Fuel Company (SUFCo);
- b) Skyline (Utah Fuel Company); and
- c) Soldier Creek Coal Company.

6. Produce every document relating to the establishment of tariff rates for the transportation of coal by SP, including but not limited to documents relating to

negotiations between SP and Coastal and negotiations between SP and any coal consumer, from the following rail loadouts in Utah:

- a) Sharp;
- b) Banning;
- c) Savage Coal Terminal; and
- d) Skyline.

7. Produce every document relating to the establishment of tariff rates for the transportation of coal by SP, including but not limited to documents relating to negotiations between SP and Coastal and negotiations between SP and any coal consumer, from the following Utah coal mines:

- a) Southern Utah Fuel Company (SUFCo);
- b) Skyline (Utah Fuel Company); and
- c) Soldier Creek Coal Company.

8. Produce every document relating to the establishment of tariff rates for the transportation of chemicals by UP, including but not limited to documents relating to negotiations between UP and Coastal and negotiations between UP and any chemicals consumer, from the Coastal Chem., Inc. Battle Mountain, Nevada facility.

9. Produce every document relating to the establishment of tariff rates for the transportation of chemicals by SP, including documents relating to negotiations between SP and Coastal and negotiations between SP and any chemicals consumer, from the Coastal Chem., Inc. Battle Mountain, Nevada facility.

10. Produce every document relating to the establishment of the terms of transportation contracts, or proposals for transportation contracts, including but not limited to documents relating to negotiations between UP and Coastal and negotiations between UP and any coal consumer, for the transportation of coal by UP from the following rail loadouts in Utah:

- a) Sharp;
- b) Banning;
- c) Savage Coal Terminal; and
- d) Skyline.

11. Produce every document relating to the establishment of the terms of transportation contracts, or proposals for transportation contracts, including but not limited to documents relating to negotiations between UP and Coastal and negotiations between UP and any coal consumer, for the transportation of coal by UP from the following Utah coal mines:

- a) Southern Utah Fuel Company (SUFCo);
- b) Skyline (Utah Fuel Company); and
- c) Soldier Creek Coal Company.

12. Produce every document relating to the establishment of the terms of transportation contracts, or proposals for transportation contracts, including but not limited to documents relating to negotiations between SP and Coastal and negotiations between SP and any coal consumer, for the transportation of coal by SP from the following rail loadouts in Utah:

- a) Sharp;

- b) Banning;
- c) Savage Coal Terminal; and
- d) Skyline.

13. Produce every document relating to the establishment of the terms of transportation contracts, or proposals for transportation contracts, including but not limited to documents relating to negotiations between SP and Coastal and negotiations between SP and any coal consumer, for the transportation of coal by SP from the following Utah coal mines:

- a) Southern Utah Fuel Company (SUFCo);
- b) Skyline (Utah Fuel Company); and
- c) Soldier Creek Coal Company.

14. Produce every document relating to the establishment of the terms of transportation contracts, or proposals for transportation contracts, for the transportation of chemicals by UP from the Coastal Chem., Inc. Battle Mountain, Nevada facility, including but not limited to documents relating to negotiations between UP and Coastal and negotiations between UP and any chemicals consumer regarding such contracts.

15. Produce every document relating to the establishment of the terms of transportation contracts, or proposals for transportation contracts, for the transportation of chemicals by SP from the Coastal Chem., Inc. Battle Mountain, Nevada facility, including but not limited to documents relating to negotiations between SP and Coastal and negotiations between SP and any chemicals consumer regarding such contracts.

16. Produce every document relating to 1995 contract negotiations between Coastal and UP regarding coal shipments from Coastal's rail loadouts at Sharp, Banning and Skyline, Utah to the Ports of Long Beach and/or Los Angeles, California, including, but not limited to, documents relating to the negotiations of Rail Transportation Contract ICC-UP-C-29609, and documents relating to transportation rate refunds granted by UP to Coastal in Rail Transportation Contract ICC-UP-C-29928.

17. Produce every document relating to the 1995 contract negotiations between Coastal and SP regarding coal shipments from Banning and Skyline, Utah to the Ports of Long Beach and/or Los Angeles, California.

18. Produce all documents from 1990 until present relating to SP's actual or potential transportation of coal from Utah origins to the Ports of Los Angeles and/or Long Beach, California.

19. Produce all SP contracts for the transportation of coal from Utah origins to the Ports of Los Angeles and/or Long Beach, California.

20. Produce all waybills for SP shipments of coal from Utah origins to the Ports of Los Angeles and/or Long Beach, California.

21. Produce all documents that discuss competition between or among the Applicants and BN and/or Utah Railway after the merger is completed for transportation of coal originating at the following rail loadouts in Utah:

- a) Sharp;
- b) Banning;

- c) Savage Coal Terminal; and
- d) Skyline.

22. Produce all documents that discuss competition between or among the Applicants and BN and/or Utah Railway after the merger is completed for transportation of coal originating at the following Utah coal mines:

- a) Southern Utah Fuel Company (SUFCo);
- b) Skyline (Utah Fuel Company); and
- c) Soldier Creek Coal Company.

23. Produce all documents that discuss competition between or among the Applicants and BN after the merger is completed for transportation of chemicals originating at the Coastal Chem., Inc. Battle Mountain, Nevada facility.

24. Produce all documents that refer to or relate to anticipated or potential rate changes after the merger is completed for transportation of coal originating at the following rail loadouts in Utah:

- a) Sharp;
- b) Banning;
- c) Savage Coal Terminal; and
- d) Skyline.

25. Produce all documents that refer to or relate to anticipated or potential rate changes after the merger is completed for transportation of coal originating at the following Utah coal mines:

- a) Southern Utah Fuel Company (SUFCo);
- b) Skyline (Utah Fuel Company); and
- c) Soldier Creek Coal Company.

26. Produce all documents that refer to or relate to anticipated or potential rate changes after the merger is completed for transportation of chemicals originating at the Coastal Chem, Inc. Battle Mountain, Nevada facility.

27. Produce all documents that relate to Applicants' operating plan for handling coal shipments originating at the following Utah rail loadouts if the proposed merger is consummated, including but not limited to any changes in the frequency, car supply, performance standards, switching service or rates for Applicants' service:

- a) Sharp;
- b) Banning;
- c) Savage Coal Terminal; and
- d) Skyline.

28. Produce all documents that relate to Applicants' operating plan for handling coal shipments originating at the following Utah coal mines if the proposed merger is consummated, including but not limited to any changes in the frequency, car supply, performance standards, switching service or rates for Applicants' service:

- a) Southern Utah Fuel Company (SUFCo);
- b) Skyline (Utah Fuel Company); and
- c) Soldier Creek Coal Company.

29. Produce all documents that relate to Applicants' operating plan for handling chemicals shipments originating at the Coastal Chem. Inc. Battle Mountain, Nevada facility if the proposed merger is consummated, including but not limited to any changes in the frequency, car supply, performance standards, switching service or rates for Applicants' service.

30. Produce all analyses of the extent to which coal traffic originating at the following Utah rail loadouts will utilize BN and/or Utah Railway service under the BNSF settlement:

- a) Sharp;
- b) Banning;
- c) Savage Coal Terminal; and
- d) Skyline.

31. Produce all analyses of the extent to which coal traffic originating at the following Utah coal mines will utilize BN and/or Utah Railway service under the BNSF settlement:

- a) Southern Utah Fuel Company (SUFCo);
- b) Skyline (Utah Fuel Company); and
- c) Soldier Creek Coal Company.

32. Produce all analyses of the extent to which chemicals traffic originating at the Coastal Chem., Inc. Battle Mountain, Nevada facility will utilize BN service under the BNSF settlement.

36. Produce the joint facility agreement between SP and the Utah Railway currently in effect between Utah Railway Junction and Provo, Utah.

37. Produce all documents, including but not limited to SP cost worksheets, reflecting SP cost data used in establishing rates for the movement of coal between Savage Coal Terminal, Banning, and Skyline, Utah origins and the Ports of Los Angeles and/or Long Beach, California.

38. Produce all current SP employee timetables and special instructions currently in effect governing the following movements:

- a) between Price, Utah and Ogden, Utah;
- b) between Ogden, Utah and Roseville, California; and
- c) between Roseville, California and the Ports of Los Angeles and/or Long Beach, California.

39. Produce the agreement, commonly referred to as the Alameda Corridor Agreement, to which SP is a signatory.

40. Produce the paired track agreement currently in effect between SP and UP between Weso, Nevada and Alazon, Nevada.

41. Produce the current joint facility agreement between SP and BN governing the territory between Kern Junction, California and Mojave, California.

42. Produce all agreements to which SP is a signatory governing joint operations territory between the Los Angeles Union Passenger Terminal and Lancaster, California.

43. Produce the unit train agreement to which SP is a signatory governing operation of unit trains between Central Los Angeles and the Ports of Los Angeles and/or Long Beach, California.

44. Produce the unit train agreement to which UP is a signatory governing operation of unit trains between Central Los Angeles and the Ports of Los Angeles and/or Long Beach, California.

45. Produce all documents relating to studies or analyses comparing the competitiveness of (a) the Ports of Oakland and Stockton, California, and other potential California port sites, including but not limited to Selby, California, with (b) the Ports of Los Angeles and/or Long Beach, California.

46. Produce all current SP track charts covering the route between Savage Coal Terminal at Price, Utah and the Ports of Los Angeles and/or Long Beach, California, via Roseville, California.

47. Produce all documents, including but not limited to SP grade and profile charts, reflecting grades on the SP route between Savage Coal Terminal at Price, Utah and the Ports of Los Angeles and/or Long Beach, California, via Roseville, California.

48. Produce all documents, including but not limited to SP power guides, specifying the basis on which locomotive power is assigned to SP coal shipments and/or other SP traffic moving between Savage Coal Terminal at Price, Utah and the Ports of Los Angeles and/or Long Beach, California, via Roseville, California.

49. Produce all documents reflecting current revenue divisions between SP and BN for traffic originating at Denver, Colorado.

50. Produce all documents relating to home and away-from-home terminals for all current SP crew districts covering the route between Savage Coal Terminal at Price, Utah and the Ports of Los Angeles and/or Long Beach, California, via Roseville, California.

51. Produce all documents, including but not limited to SP blocking books, reflecting SP operating schedules for trains handling coal between Savage Coal Terminal, Banning and Skyline, Utah origins and the Ports of Los Angeles and/or Long Beach, California, via Roseville, California.

52. Produce all SP labor agreements and/or wage tables reflecting hourly, daily or mileage rates currently governing rates of pay for all employees, of all classes of service, involved in the movement of coal traffic from Savage Coal Terminal, Banning and Skyline, Utah origins to the Ports of Los Angeles and/or Long Beach, California, via Roseville, California.

53. Produce the joint facility agreement in effect between UP and BN covering the territory from Daggett, California to Riverside Junction, California.

54. Produce the document which establishes Grand Junction, Colorado as an interchange point between the Utah Railway and BN, incident to the contingent agreement between Utah Railway and UP/SP governing trackage rights between Utah Railway Junction, Utah and Grand Junction, Colorado.

55. Produce all documents reflecting UP cost data used in establishing the rates for the movement of coal between Savage Coal Terminal, Banning and Skyline, Utah origins on the SP via UP lines from Provo and/or Springville, Utah and Las Vegas, Nevada to the Ports of Los Angeles and/or Long Beach, California from January 1, 1990 to present, including but not limited to UP cost worksheets.

56. Produce all UP employee timetables and special instructions currently in effect governing movements between Provo or Springville, Utah and the Ports of Los Angeles and/or Long Beach, California, via Las Vegas, Nevada.

57. Produce all current UP track charts covering the route between Provo or Springville, Utah and the Ports of Los Angeles and/or Long Beach, California, via Las Vegas, Nevada.

58. Produce all documents, including but not limited to current UP grade and profile charts, reflecting grades on the UP route between Provo or Springville, Utah and the Ports of Los Angeles and/or Long Beach, California, via Las Vegas, Nevada.

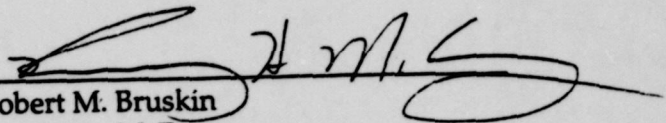
59. Produce all documents, including but not limited to UP power guides, specifying the basis on which locomotive power is assigned to UP coal traffic and/or other traffic moving between Provo or Springville, Utah and the Ports of Los Angeles and/or Long Beach, California, via Las Vegas.

60. Produce all documents relating to home and away-from-home terminals for all current UP crew districts covering the routes between Salt Lake City, Provo and Lyndyl, Utah and the Ports of Los Angeles and/or Long Beach, California.

61. Produce all documents relating to home and away-from-home terminals for all current UP crew districts covering the routes between Salt Lake City, Warner and Lyndyl, Utah and the Ports of Los Angeles and/or Long Beach, California.

62. Produce all documents, including but not limited to UP blocking books, reflecting UP operating schedules for trains handling coal between Provo or Springville, Utah and the Ports of Los Angeles and/or Long Beach, via Las Vegas, California.

Respectfully submitted



Robert M. Bruskin
Rosemary McEnery
Mark L. Josephs
HOWREY & SIMON
1299 Pennsylvania Ave., N.W.
Washington, D.C. 20004
(202) 783-0800

Attorneys for the Coastal Corporation

Dated: February 26, 1996

CERTIFICATE OF SERVICE

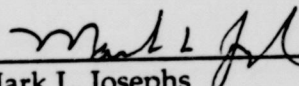
I hereby certify that copies of the foregoing Coastal Corporation's First Request to Applicants for Production of Documents were served on the following persons via facsimile and regular mail, postage prepaid:

Arvid E. Roach, II
J. Michael Hemmer
Michael L. Rosenthal
Covington & Burling
1201 Pennsylvania Ave., N.W.
Washington, D.C. 20044

Paul A. Cunningham
Richard B. Herzog
James M. Guinivan
Harkins Cunningham
1300 Nineteenth Street, N.W.
Washington, D.C. 20036

Judge Jerome Nelson
Administrative Law Judge
Federal Energy Regulatory
Commission
825 North Capitol Street, N.E.
Washington, D.C. 20426

Copies of the foregoing First Request to Applicants for the Production of Documents were also served by regular mail, postage prepaid to all parties on the restricted service list, pursuant to the Discovery Guidelines, and by facsimile to Lou Anne Rinn of Union Pacific and Carol Harris of Southern Pacific.



Mark L. Josephs

Dated: February 26, 1996

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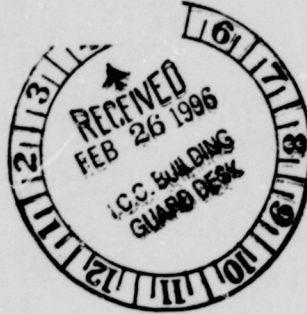
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Item No. _____

H Page Count 2
FEB 251

February 26, 1996



HAND DELIVERY

Honorable Vernon A. Williams
Secretary
Surface Transportation Board
1201 Constitution Avenue, N.W.
Washington, D.C. 20549

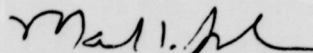
Re: Finance Docket No. 32760

Dear Secretary Williams:

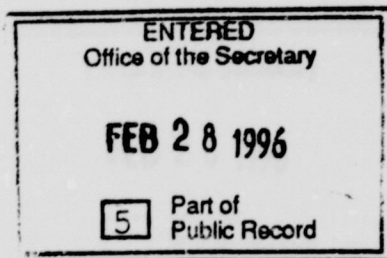
Pursuant to Decision Number 15, enclosed are an original and five copies of the certificate of service indicating that Coastal Corporation has served each Party of Record with copies of each filing Coastal Corporation has made to date in the above-reference proceeding.

Thank you for your attention to this matter.

Sincerely,


Mark L. Josephs

Enclosures



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Attorneys at Law

1299 Pennsylvania Ave., N.W.

Washington, D.C. 20004-2402

(202) 783-0800

FAX (202) 383-6610

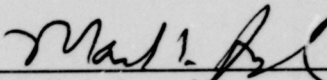
In Los Angeles

(213) 892-1800

Mark L. Josephs
(202) 383-7353

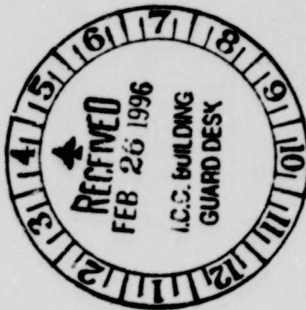
CERTIFICATE OF SERVICE

I hereby certify that, pursuant to Surface Transportation Board Decision Number 15, copies of the Notice of Appearance of the Coastal Corporation (COAC-1) and the Supplemental Notice of Appearance of the Coastal Corporation (COAC-2), previously filed with the Surface Transportation Board, were served by regular United States mail, postage prepaid, this 26th day of February, 1996 on all Parties of Record listed in Decision Number 15.



Mark L. Josephs

Dated: February 26, 1996



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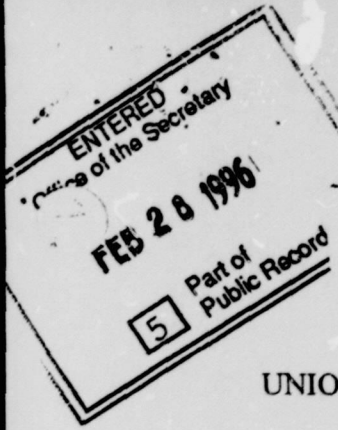
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BN/SF-28

Item No. _____ BEFORE THE
TATION BOARD

Page Count 8

FEB 26 1996

Item No. _____ Docket No. 32760



UNION PACIFIC CORPORATION, UNION PACIFIC RAILROAD COMPANY
AND MISSOURI PACIFIC RAILROAD COMPANY

-- CONTROL AND MERGER --

SOUTHERN PACIFIC RAIL CORPORATION, SOUTHERN PACIFIC
TRANSPORTATION COMPANY, ST. LOUIS SOUTHWESTERN RAILWAY
COMPANY, SPCSL CORP. AND THE DENVER AND
RIO GRANDE WESTERN RAILROAD COMPANY

OBJECTIONS OF BURLINGTON NORTHERN RAILROAD COMPANY AND
THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY
TO INTERNATIONAL PAPER COMPANY'S SECOND INTERROGATORIES
AND REQUEST FOR DOCUMENTS TO
BURLINGTON NORTHERN RAILROAD COMPANY

Jeffrey R. Moreland
Richard E. Weicher
Janice G. Barber
Michael E. Roper
Sidney L. Strickland, Jr.

Erika Z. Jones
Adrian L. Steel, Jr.
Roy T. Englert, Jr.
Kathryn A. Kusske

Burlington Northern
Railroad Company
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777 Main Street
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2000 Pennsylvania Avenue, N.W.
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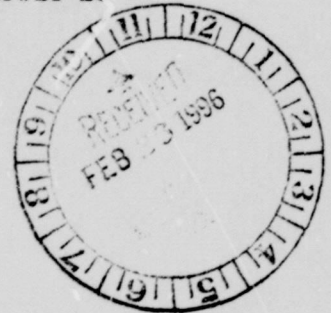
and

The Atchison, Topeka and Santa Fe
Railway Company
1700 East Golf Road
Schaumburg, Illinois 60173
(708) 995-6887

Attorneys for Burlington Northern Railroad Company
and The Atchison, Topeka and Santa Fe Railway Company

February 26, 1996

BEFORE THE
SURFACE TRANSPORTATION BOARD



Finance Docket No. 32760

UNION PACIFIC CORPORATION, UNION PACIFIC RAILROAD COMPANY
AND MISSOURI PACIFIC RAILROAD COMPANY

-- CONTROL AND MERGER --

SOUTHERN PACIFIC RAIL CORPORATION,
SOUTHERN PACIFIC TRANSPORTATION COMPANY, ST. LOUIS
SOUTHWESTERN RAILWAY COMPANY, SPCSL CORP. AND THE
DENVER AND RIO GRANDE WESTERN RAILROAD COMPANY

OBJECTIONS OF BURLINGTON NORTHERN RAILROAD COMPANY AND
THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY
TO INTERNATIONAL PAPER COMPANY'S SECOND INTERROGATORIES AND
REQUEST FOR DOCUMENTS TO BURLINGTON NORTHERN RAILROAD
COMPANY

Burlington Northern Railroad Company ("BN") and The Atchison, Topeka and Santa Fe Railway Company ("Santa Fe") (collectively "BN/Santa Fe") object as follows to International Paper Company's ("IP") "Second Interrogatories and Request For Documents To Burlington Northern Railroad Company." These objections are being served pursuant to the Discovery Guidelines Order entered by the Administrative Law Judge in this proceeding on December 5, 1995 ("Discovery Guidelines").

Subject to the objections set forth below, BN/Santa Fe will produce non-privileged documents responsive to International Paper Company's Second Interrogatories and Request For Documents To Burlington Northern Railroad Company. If necessary, BN/Santa Fe is

prepared to meet with counsel for IP at a mutually convenient time and place to discuss informally resolving these objections.

GENERAL OBJECTIONS

BN/Santa Fe objects to IP's Second Interrogatories and Request For Documents on the following grounds:

1. **Privilege.** BN/Santa Fe objects to IP's Second Interrogatories and Request For Documents to the extent that they call for information or documents subject to the attorney work product doctrine, the attorney-client privilege or any other legal privilege.
2. **Relevance/Burden.** BN/Santa Fe objects to IP's Second Interrogatories and Request For Documents to the extent that they seek information or documents that are not directly relevant to this proceeding and to the extent that a response would impose an unreasonable burden on BN/Santa Fe.
3. **Settlement Negotiations.** BN/Santa Fe objects to IP's Second Interrogatories and Request For Documents to the extent that they seek information or documents prepared in connection with, or related to, the negotiations leading to the Agreement entered into on September 25, 1995, by BN/Santa Fe with Union Pacific and Southern Pacific, as supplemented on November 18, 1995.
4. **Scope.** BN/Santa Fe objects to IP's Second Interrogatories and Request For Documents to the extent that they attempt to impose any obligation on BN/Santa Fe beyond those imposed by the General Rules of Practice of the Interstate Commerce Commission ("Commission"), 49 C.F.R. § 1114.21-31, the Commission's scheduling orders in this proceeding, or the Administrative Law Judge assigned to this case.

5. Definitions. BN/Santa Fe makes the following objections to IP's definitions:

3. "Document" means any writing or other compilation of information, whether printed, typed, handwritten, recorded, or produced or reproduced by any other process, including: intracompany communications; electronic mail; correspondence; telegrams, memoranda; contracts; instruments; studies; projections; forecasts; summaries, notes, or records of conversations or interviews; minutes, summaries, notes, or records of conferences or meetings; records or reports of negotiations; diaries; calendars; photographs; maps; tape recordings, computer tapes; computer disks; other computer storage devices; computer programs; computer printouts; models; statistical statements; graphs; charts; diagrams; plans; drawings; brochures; pamphlets; news articles; reports; advertisements; circulars; trade letters; press releases; invoices; receipts; financial statements; accounting records- and workpapers and worksheets. Further, the term "document" includes:

- a. both basic records and summaries of such records (including computer runs);
- b. both original versions and copies that differ in any respect from original versions, including notes; and
- c. both documents in the possession, custody, or control of Applicants and documents in the possession, custody, or control of consultants or others who have assisted Applicants in connection with the Transaction,

BN/Santa Fe objects to the definition of "Document" as overly broad and unduly burdensome to the extent that (i) it calls for the production of materials and documents that are as readily, or more readily, available to IP as to BN/Santa Fe; and (ii) it calls for the production of routine operating and accounting documents such as invoices and receipts.

6. Instructions. BN/Santa Fe makes the following objections to IP's instructions:

7. In responding to any request for data regarding intermodal traffic, indicate separately data for trailers and for containers.

BN/Santa Fe objects to this instruction to the extent that BN/Santa Fe's records kept in the ordinary course of business do not differentiate data regarding intermodal traffic by trailers and by containers.

OBJECTIONS TO INTERROGATORIES

1. Identify all BN employees who attended a meeting with IP employees on or about December 13, 1995 concerning service to IP mills in Camden and Pine Bluff, Arkansas. Identify all documents which relate to that meeting, including but not limited to any notes of those who attended, and any subsequent memoranda or correspondence discussing the meeting or BN's plan for servicing those mills.

Response: Subject to and without waiving the General Objections stated above, BN/Santa Fe objects to Interrogatory No. 1 to the extent that it is vague, overly broad and unduly burdensome.

2. Identify all BN employees who attended a meeting with employees of Applicants on or about December 20, 1995 in Omaha concerning service to IP mills in Camden and Pine Bluff, Arkansas. Identify all documents which relate to that meeting, including but not limited to any notes of those who attended, and any subsequent memoranda or correspondence discussing the meeting or an operating plan for servicing those mills.

Response: Subject to and without waiving the General Objections stated above, BN/Santa Fe objects to Interrogatory No. 1 to the extent that it is vague, overly broad and unduly burdensome.

OBJECTIONS TO REQUEST FOR DOCUMENTS

1. All documents identified in response to Interrogatory No. 1.

Response: See Response to Interrogatory No. 1.

2. All documents identified in response to Interrogatory No. 2.

Response: See Response to Interrogatory No. 2.

3. The map which, during his deposition on February 14, 1996, Carl Ice testified he was given by John Rebensdorf during their negotiations leading to the Settlement Agreement.

Response: Subject to and without waiving the General Objections stated above, BN/Santa Fe objects to Document Request No. 3 to the extent that it requests documents protected by the settlement negotiations privilege.

4. All documents relating to, or used to calculate, rates recently proposed by BN to IP for single line service to IP mills in Camden and Pine Bluff, Arkansas.

Response: Subject to and without waiving the General Objections stated above, BN/Santa Fe objects to Document Request No. 4 on the ground that it is overly broad and unduly burdensome.

Respectfully submitted,

Erika Z. Jones

Erika Z. Jones

Adrian L. Steel, Jr.

Roy T. Englert, Jr.

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and

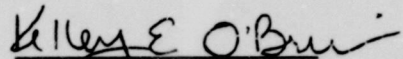
The Atchison, Topeka and Santa Fe
Railway Company
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Attorneys for Burlington Northern Railroad Company
and The Atchison, Topeka and Santa Fe Railway Company

February 26, 1996

CERTIFICATE OF SERVICE

I hereby certify that copies of Objections of Burlington Northern Railroad Company and The Atchison, Topeka and Santa Fe Railway Company to International Paper Company's Second Interrogatories and Requests For Documents to Burlington Northern Railroad Company (BN/SF-28) have been served this 26th day of February, 1996, by fax and by first-class mail, postage prepaid on all persons on the Restricted Service List in Finance Docket No. 32760 and by hand-delivery on counsel for International Paper Company.



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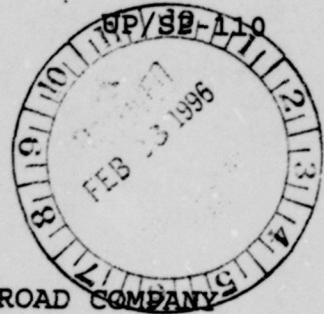
Item No. _____

Page Count 25

Feb # 290

BEFORE THE
SURFACE TRANSPORTATION BOARD

Finance Docket No. 32760



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Office of the Secretary

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Public Record

UNION PACIFIC CORPORATION, UNION PACIFIC RAILROAD COMPANY
AND MISSOURI PACIFIC RAILROAD COMPANY
-- CONTROL AND MERGER --
SOUTHERN PACIFIC RAIL CORPORATION, SOUTHERN PACIFIC
TRANSPORTATION COMPANY, ST. LOUIS SOUTHWESTERN RAILWAY
COMPANY, SPCSL CORP. AND THE DENVER AND
RIO GRANDE WESTERN RAILROAD COMPANY

APPLICANTS' FIRST SET OF INTERROGATORIES
AND REQUESTS FOR PRODUCTION OF DOCUMENTS
TO CONSOLIDATED RAIL CORPORATION

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Corporation, Union Pacific
Railroad Company and Missouri
Pacific Railroad Company

February 26, 1996

BEFORE THE
SURFACE TRANSPORTATION BOARD



Finance Docket No. 32760

UNION PACIFIC CORPORATION, UNION PACIFIC RAILROAD COMPANY
AND MISSOURI PACIFIC RAILROAD COMPANY

-- CONTROL AND MERGER --

SOUTHERN PACIFIC RAIL CORPORATION, SOUTHERN PACIFIC
TRANSPORTATION COMPANY, ST. LOUIS SOUTHWESTERN RAILWAY
COMPANY, SPCSL CORP. AND THE DENVER AND
RIO GRANDE WESTERN RAILROAD COMPANY

APPLICANTS' FIRST SET OF INTERROGATORIES
AND REQUESTS FOR PRODUCTION OF DOCUMENTS
TO CONSOLIDATED RAIL CORPORATION

Pursuant to 49 C.F.R. §§ 1114.26 and 1114.30, and
the Discovery Guidelines entered in this proceeding on
December 7, 1995, Applicants UPC, UPRR, MPRR, SPR, SPT, SSW,
SPCSL and DRGW direct the following interrogatories and
document requests to Consolidated Rail Corporation
("Conrail").

Responses should be served as soon as possible, and
in no event later than 15 days from the date of service
hereof. Conrail is requested to contact the undersigned
promptly to discuss any objections or questions regarding
these requests with a view to resolving any disputes or issues
of interpretation informally and expeditiously.

DEFINITIONS AND INSTRUCTIONS

I. "Applicants" means UPC, UPRR, MPRR, SPR, SPT,
SSW, SPCSL and DRGW.

II. "Board" means the Surface Transportation Board.

III. "BN/Santa Fe" means the Burlington Northern Railroad Company and The Atchison, Topeka and Santa Fe Railway Company.

IV. "The BN/Santa Fe Settlement Agreement" means the agreement between UP and SP and BN/Santa Fe dated September 25, 1994, as supplemented by the November 18, 1995 agreement between those parties.

V. "The BN/Santa Fe Settlement Agreement Lines" means the lines that BN/Santa Fe will receive trackage rights over or purchase under the BN/Santa Fe Settlement Agreement.

VI. "CNW" means Chicago and North Western Railway Company.

VII. "Conrail" means Consolidated Rail Corporation.

VIII. "DRGW" means The Denver and Rio Grande Western Railroad Company.

IX. "Document" means any writing or other compilation of information, whether printed, typed, handwritten, recorded, or produced or reproduced by any other process, including but not limited to intra-company communications, correspondence, telegrams, memoranda, contracts, instruments, studies, projections, forecasts, summaries or records of conversations or interviews, minutes or records of conferences or meetings, records or reports of negotiations, diaries, calendars, photographs, maps, tape recordings, computer tapes, computer disks, other computer

storage devices, computer programs, computer printouts, models, statistical statements, graphs, charts, diagrams, plans, drawings, brochures, pamphlets, advertisements, circulars, trade letters, press releases, invoices, receipts, financial statements, accounting records, worksheets, drafts, revisions of drafts, and original or preliminary notes.

Further, the term "document" includes

- (a) both basic records and summaries of such records (including computer runs);
- (b) both original versions and copies that differ in any respect from original versions; and
- (c) both documents in the possession, custody or control of Conrail and documents in the possession, custody or control of consultants or others who have assisted Conrail in connection with this proceeding.

X. "The IC Settlement Agreement" means the agreement between UP and SP and Illinois Central Railroad Company dated January 30, 1996.

XI. "Identify," when used in relation to an individual, corporation, partnership or other entity, means to state the name, address and telephone number thereof.

"Identify," when used in relation to a document, means to

- (a) state the nature of the document (e.g., letter, memorandum, etc.);

- (b) state the author, each addressee, each recipient, date, number of pages, and title of the document; and
- (c) provide a brief description of the contents of the document.

XII. "MPRR" means Missouri Pacific Railroad Company.

XIII. "Produce" means to make legible, complete and exact copies of responsive documents and send them by expedited delivery to the undersigned counsel. The originals of responsive documents should be retained in the files of Conrail, its counsel, or the consultants or others who have assisted Conrail in connection with this proceeding and have documents in their possession, and made available if requested. Applicants will pay all reasonable costs for duplication and expedited delivery of documents to their attorneys.

XIV. "Relating to" a subject means referring to, discussing, describing, dealing with, consisting of, or constituting, in whole or in part, the subject.

XV. "SP" means SPT, SSW, SPCSL and DRGW.

XVI. "SPCSL" means SPCSL Corp.

XVII. "SPR" means Southern Pacific Rail Corporation.

XVIII. "SPT" means Southern Pacific Transportation Company.

XIX. "SSW" means St. Louis Southwestern Railway Company.

XX. "Shipper" means any user of rail services, including but not limited to a consignor, a consignee, and a receiver.

XXI. "Southern Pacific" means SPR and SP.

XXII. "This proceeding" means Finance Docket No. 32760 and all subdockets and related dockets.

XXIII. "UP" means UPRR and MPRR, including the former CNW.

XXIV. "UPC" means Union Pacific Corporation.

XXV. "UPRR" means Union Pacific Railroad Company.

XXVI. "The UP/SP merger" means the transactions proposed in this proceeding, including all related applications.

XXVII. "Union Pacific" means UP and UPC.

XXVIII. "The Utah Railway Settlement Agreement" means the agreement between UP and SP and Utah Railway Company dated January 17, 1996.

XXIX. Discovery responses should be supplemented when a supplemental response is required pursuant to 49 C.F.R. § 1114.29.

XXX. Documents need not be produced if they have been produced by Applicants in this proceeding.

XXXI. Produce a privilege log in accordance with the guidelines established at the December 20, 1995 discovery conference (Tr., pp. 313-14).

XXXII. References to railroads, shippers, consultants or companies (including Conrail) include affiliates, subsidiaries, officers, directors, employees, attorneys, agents and representatives thereof.

XXXIII. All uses of the conjunctive include the disjunctive and vice versa. Words in the singular include the plural and vice versa.

XXXIV. Unless otherwise specified, these requests cover the period January 1, 1993 and thereafter.

INTERROGATORIES

1. Identify and describe in detail any agreements that Conrail has with any other party to this proceeding regarding positions or actions to be taken in this proceeding. Routine procedural agreements, such as agreements concerning the order of questioning at depositions or the avoidance of duplicative discovery, need not be identified. If Conrail contends that any such agreement is privileged, state the parties to, date of, and general subject of the agreement.

2. Identify each line segment that Conrail operates or has operated on a directional basis, either entirely or to

any degree. For each such line segment, (a) state every respect in which Conrail service to any shippers is or was improved by operating directionally, (b) state every respect in which Conrail service to any shippers is or was adversely affected by operating directionally, and (c) explain why Conrail operates or operated the line segment directionally.

3. Identify each segment of rail line where Conrail owns the track and another railroad has trackage rights, or where Conrail operates over another railroad on trackage rights, in each instance identifying the other railroad. Production of the trackage rights agreements will suffice as an answer. With respect to each segment where Conrail owns the track and another railroad has trackage rights, identify each instance in which Conrail has taken any actions, or failed to take any action, resulting in interference with or limitation on the ability of the tenant railroad to compete effectively with Conrail or any other transportation company or to operate its trains as it would if it owned such track segment.

4. Identify every action or failure to act by Conrail as owner of tracks used by CSX Transportation from the Buffalo, New York, area to the Windsor, Ontario, area that has in any manner interfered with or limited CSX Transportation's train operations over such tracks or its ability to compete with Conrail or any other transportation company.

5. Identify every action or failure to act by Conrail as owner of tracks used by Delaware & Hudson/CP Rail that has in any manner interfered with or limited Delaware & Hudson/CP Rail's train operations over such tracks or its ability to compete with Conrail or any other transportation company.

6. Does Conrail discriminate against trackage rights tenants in the dispatching and other service that it provides where other railroads operate over Conrail lines? Have any such allegations been made? If so, were they well-founded?

7. Explain why, if Conrail were to purchase SP lines between St. Louis/Memphis and Texas, Conrail would provide superior service, greater transportation efficiency, or other larger public benefits than would KCS as purchaser of those lines.

8. Does Conrail have a specific proposal for line sales or trackage rights in its favor as a condition to the UP/SP merger? If so, (a) describe that proposal, (b) state whether Conrail has conducted a market analysis with respect to the proposal, (c) state whether Conrail has prepared an operating plan with respect to the proposal, and (d) state whether Conrail has prepared pro forma financial statements with respect to the proposal.

9. Has Conrail advised shippers, public officials and others whose support it has solicited in connection with this proceeding that Conrail has determined not to submit a responsive application in this proceeding?

10. At the presentation by Conrail in Marmaduke, Arkansas, on January 17, 1996,

- (a) Did Conrail lobbyist Bill Brady state, as reported in the Paragould Daily Press, that the BN/Santa Fe Settlement Agreement "was designed to help UP get its merger application approved rather than to use for the long term"? If so, state all facts supporting this statement.
- (b) Did Conrail Vice President Mike Rogers state that if the UP/SP merger is not allowed, SP will have to be sold off piecemeal? If so, state all facts supporting this statement.
- (c) Did Mr. Kelly state that the merger will leave no alternatives for shipping other than to ship via truck? If so, state all facts supporting this statement.

11. A Conrail brochure entitled, "A Promise of Better Service, But At What Price?," states: "UP-SP will control more than 85 percent of plastics railcar storage and 92 percent of all rail switching/yard capacity in the Texas Gulf if the merger is approved. . . . UP-SP will control a

whopping 90 percent of all rail traffic for the fast-growing Mexican market." Identify all persons to whom this brochure was distributed. Explain in detail the basis for each of the cited figures, including the data used for the calculations and how the calculations were done.

12. The Conrail brochure, "A Promise of Better Service, But At What Price?," asserts that the "merger application acknowledges the need to abandon 600 miles of SP track," but that "once the merger is approved it won't be long before more SP lines are subject to abandonment." State all facts that support this assertion.

13. Letters sent to Illinois state legislators on behalf of Conrail by Hoffman-McPike & Associates assert that "a merger of UP and SP gives the UP control of the two major lines running between Chicago and St. Louis." State all facts that support this assertion. Explain why Conrail believes, if it does, that the Chicago-St. Louis lines of Illinois Central, Norfolk Southern, CSX and Conrail itself are not "major lines."

14. Letters sent to Illinois state legislators on behalf of Conrail by Hoffman-McPike & Associates assert that "Conrail is prepared to make major investments in the SP-East lines." Describe in detail the investments that Conrail is prepared to make.

15. Describe in detail all discussions between James A. Hagen and Philip F. Anschutz concerning the possible purchase by Conrail of all or any part of SP. This interrogatory is without limitation as to date.

16. Where Conrail and one other railroad serve a shipper, does Conrail collude with the other railroad to raise prices or degrade service?

DOCUMENT REQUESTS

1. Produce no later than April 1, 1996 (a) all workpapers underlying any submission that Conrail makes on or about March 29, 1996 in this proceeding, and (b) all publications, written testimony and transcripts of any witnesses presenting testimony for Conrail on or about March 29, 1996 in this proceeding.

2. Produce all documents relating to benefits or efficiencies that will result from the UP/SP merger.

3. Produce all documents relating to potential traffic impacts of the UP/SP merger.

4. Produce all documents relating to competitive impacts of the UP/SP merger, including but not limited to effects on (a) market shares, (b) source or destination competition, (c) transloading options, or (d) build-in options.

5. Produce all documents relating to the BN/Santa Fe Settlement Agreement.

6. Produce all documents relating to the IC Settlement Agreement.

7. Produce all documents relating to the Utah Railway Settlement Agreement.

8. Produce all documents relating to conditions that might be imposed on approval of the UP/SP merger.

9. Produce all studies, reports or analyses relating to actual or potential competition between UP and SP.

10. Produce all studies, reports or analyses relating to competition between single-line and interline rail transportation.

11. Produce all studies, reports or analyses relating to the benefits of any prior rail merger or rail mergers generally.

12. Produce all studies, reports or analyses relating to the financial position or prospects of SP.

13. Produce all communications with other parties to this proceeding relating to the UP/SP merger or the BN/Santa Fe Settlement Agreement, and all documents relating to such communications. This request excludes documents already served on Applicants.

14. Produce all presentations, solicitation packages, form verified statements, or other materials used to seek support from shippers, public officials, railroads or

others for the position of Conrail or any other party in this proceeding.

15. Produce all presentations, letters, memoranda, white papers or other documents sent or given to DOJ, DOT, any state Governor's, Attorney General's or Public Utilities Commission's (or similar agency's) office, any Mexican government official, any other government official, any security analyst, any bond rating agency, any consultant, any financial advisor or analyst, any investment banker, any chamber of commerce, or any shipper or trade organization relating to the UP/SP merger.

16. Produce all notes of any meetings with DOJ, DOT, any state Governor's, Attorney General's or Public Utilities Commission's (or similar agency's) office, any Mexican government official, any other government official, any security analyst, any bond rating agency, any consultant, any financial advisor or analyst, any investment banker, any chamber of commerce, or any shipper or trade organization relating to the UP/SP merger.

17. Produce all documents relating to shipper surveys or interviews concerning (a) the UP/SP merger or any possible conditions to approval of the merger, or (b) the quality of service or competitiveness of any railroad.

18. Produce all documents relating to the price to be paid for, or the value of, any UP or SP lines that might be

sold as a condition to approval of, or otherwise in connection with, the UP/SP merger.

19. Produce all documents relating to trackage rights compensation for any of the BN/Santa Fe Settlement Agreement Lines or any other line of UP or SP that might be the subject of a proposed trackage rights condition in this proceeding.

20. Produce all documents relating to actual or estimated maintenance-and-operating costs, taxes and return-to-capital costs with respect to any of the BN/Santa Fe Settlement Agreement Lines or any other line of UP or SP that might be the subject of a proposed trackage rights condition in this proceeding.

21. Produce all documents relating to any agreement or understanding that Conrail has with any other party to this proceeding regarding positions or actions to be taken in this proceeding. Documents relating to routine procedural agreements, such as agreements concerning the order of questioning at depositions or the avoidance of duplicative discovery, need not be produced.

22. Produce all presentations to, and minutes of, the board of directors of Conrail relating to the UP/SP merger or conditions to be sought by any party in this proceeding.

23. Produce all studies, reports or analyses relating to collusion among competing railroads or the risk thereof.

24. Produce all studies, reports or analyses relating to the terms for or effectiveness of trackage rights.

25. Produce all Conrail business plans or strategic plans.

26. Produce all computerized 100% Conrail traffic data for 1994, containing at least the fields listed in Attachment A hereto, a Rule 11 or other rebilling indicator, gross freight revenue, and freight revenue net of allowances, refunds, discounts or other revenue offsets, together with documentation explaining the record layout and the content of the fields. To the extent particular items are unavailable in machine-readable form, (a) provide them in hard-copy form, and (b) provide any similar machine-readable data.

27. Produce all communications with Richard C. Levin, Curtis M. Grimm, James M. MacDonald, Clifford M. Winston, Thomas M. Corsi, Carol A. Evans or Steven Salop concerning econometric analyses of rail pricing, and all documents relating to such communications.

28. Produce all studies, reports or analyses relating to competition for traffic to or from Mexico (including but not limited to truck competition) or competition among Mexican gateways.

29. Produce all documents, other than the study itself, relating to the January 1996 study by The Perryman Group entitled, "The Impact of the Proposed Union Pacific-Southern Pacific Merger on Business Activity in Texas."

30. Produce all documents relating to Conrail's financial support for, establishment of, participation in, or relationship with the "Coalition for Competitive Rail Transportation."

31. Produce all documents relating to discussions between Conrail and Applicants in August or September 1995 concerning possible line sales, trackage rights or other agreements in regard to this proceeding. Except to the extent that Applicants may be required to do so, Conrail need not produce documents depicting the back-and-forth of negotiations.

32. Produce all documents relating to the decision by Conrail not to submit a responsive application in this proceeding, including but not limited to documents relating to whether Conrail would be subject to conditions imposed by the Board to address anticompetitive consequences of any such responsive application if it did so.

33. Produce all documents relating to the acquisition by any person of all or any portion of SP or Conrail's interest in such an acquisition, including but not

limited to all communications with Lazard Freres concerning such a possible acquisition by Conrail.

34. Produce all documents relating to possible operations by Conrail over, or capital investments by Conrail in, lines of UP or SP.

35. Produce each current haulage or trackage rights agreement in effect between Conrail and any other railroad.

36. Produce all studies, reports or analyses relating to competition in freight transportation services for shipments to or from West Coast ports.

37. Produce all public statements by Conrail's President or other top executives relating to the UP/SP merger.

38. Produce all studies, reports or analyses relating to (a) transport pricing or competition for chemicals or petrochemicals (i.e., any STCC 28 or STCC 29 commodity, or such commodities generally), (b) the handling of such commodities by railroads, (c) the handling of such commodities by other modes, (d) storage-in-transit of such commodities, or (e) source or destination competition, shifting of production or shipments among facilities, modal alternatives or shipper leverage as constraints on rail rates or service for such commodities.

39. Produce Conrail's annual reports to stockholders for years 1991 through 1995.

40. Produce all documents relating to any possible breakup or bankruptcy of SP.

41. Produce all instructions, guidelines or policies issued to or by train dispatchers or dispatching supervisors relating to dispatching of trains operated by any other railroad or railroads over trackage rights on Conrail, including but not limited to any instructions, guidelines or policies relating to how such trains should be handled in relation or comparison to Conrail trains, the priorities to be accorded to such trains, and any requirement to provide non-discriminatory or equal dispatch.

42. Produce all documents reflecting the types or levels of priority or ranking assigned by Conrail to its trains or trains of other railroads where other railroads have trackage rights over Conrail, including but not limited to definitions or lists of such priorities or rankings and priorities or rankings assigned to individual trains.

43. Produce all documents relating to Conrail's reasons for opposing the UP/SP merger or seeking to acquire any portion of SP in connection with the UP/SP merger.

44. Produce all documents relating to the value or profitability of SSW.

45. Produce all studies or plans relating to capacity of any mainline segment between Columbus, Ohio, and East St. Louis, Missouri, or of classification yards at

Columbus, Ohio, Indianapolis, Indiana, or East St. Louis, Illinois.

46. Produce all studies or plans relating to possible abandonments, leases or sales of segments of Conrail track.

47. Produce all studies or plans relating to expansion, contraction, sizing or leasing of any part or all of Conrail's car fleet.

48. Produce all studies or plans relating to closures of or surcharges on interline routes by Conrail.

49. Produce all studies or plans relating to operation of run-through trains with UP via Salem, Illinois.

50. Produce all studies or plans comparing transit times, operations, costs or service quality for services via Salem, Illinois, with services via East St. Louis.

51. Produce all studies or plans relating to all or any part of the SP line between Lewisville, Arkansas, and Houston, Texas.

52. Produce all studies or plans relating to capacity or facilities of HBT or PTRR in the Houston area.

53. If Conrail has a specific proposal for line sales or trackage rights in its favor as a condition to the UP/SP merger, produce all documents relating to that proposal, including but not limited to (a) documents describing the proposal, (b) any market analysis with respect to the

proposal, (c) any operating plan with respect to the proposal, and (d) any pro forma financial statements with respect to the proposal.

54. Produce all notes or transcripts of the presentation by Conrail in Marmaduke, Arkansas, on January 17, 1996.

55. The Conrail brochure, "A Promise of Better Service, But At What Price?," asserts: "UP-SP will control more than 85 percent of plastics railcar storage and 92 percent of all rail switching/yard capacity in the Texas Gulf if the merger is approved. . . . UP-SP will control a whopping 90 percent of all rail traffic for the fast-growing Mexican market." Produce all documents relating to the calculation of or the basis for each of the cited figures.

56. Produce all documents relating to discussion s between James A. Hagen and Philip F. Anschutz concerning the possible purchase by Conrail of all or any part of SP. This document request is without limitation as to date.

Respectfully submitted,

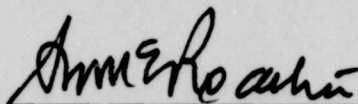
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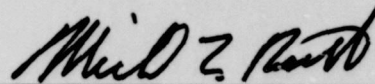
February 26, 1996

CERTIFICATE OF SERVICE

I, Michael L. Rosenthal, certify that, on this 26th day of February, 1996, I caused a copy of the foregoing document to be served by hand on Daniel K. Mayers, counsel for Consolidated Rail Corporation, at Wilmer, Cutler & Pickering, 2445 M Street, N.W., Washington, D.C. 20005-3934, and by first-class mail, postage prepaid, or by a more expeditious manner of delivery on all parties appearing on the restricted service list established pursuant to paragraph 9 of the Discovery Guidelines in Finance Docket No. 32760, and on

Director of Operations
Antitrust Division
Suite 500
Department of Justice
Washington, D.C. 20530

Premarmer Notification Office
Bureau of Competition
Room 303
Federal Trade Commission
Washington, D.C. 20580



Michael L. Rosenthal

Attachment A

Commodity Code (STCC)
Hazardous Commodity Code
Shipper Name
Origin City
Origin State
Origin SPLC
Origin FSAC
Receiver Name
Destination City
Destination State
Destination SPLC
Destination FSAC
Car Initial
Car Number
Waybill Number
Waybill Date (yy/mm/dd)
Type Move Indicator
AAR Car Type
Origin Railroad
Railroad From
Railroad To
Destination Railroad
On Junction
Off Junction
Net Tons
Freight Revenue
Unit Count
Carload Count
Trailer/Container Count
First Railroad - RR Code
First Railroad - Alpha
Interchange Received Junction #1
First Railroad - Split Revenue
First Railroad Distance
Second Railroad - RR Code
Second Railroad - Alpha
Interchange Received Junction #2
Second Railroad - Split Revenue
Second Railroad Distance
Third Railroad - RR Code
Third Railroad - Alpha
Interchange Received Junction #3
Third Railroad - Split Revenue
Third Railroad Distance
Fourth Railroad - RR Code
Fourth Railroad - Alpha
Interchange Received Junction #4
Fourth Railroad - Split Revenue
Fourth Railroad Distance
Fifth Railroad - RR Code

STB

FD

~~32760~~

2-26-96

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Item No. _____

Page Count 14

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UP/SP-111

BEFORE THE
SURFACE TRANSPORTATION BOARD

Finance Docket No. 32760

UNION PACIFIC CORPORATION, UNION PACIFIC RAILROAD COMPANY
AND MISSOURI PACIFIC RAILROAD COMPANY
-- CONTROL AND MERGER --
SOUTHERN PACIFIC RAIL CORPORATION, SOUTHERN PACIFIC
TRANSPORTATION COMPANY, ST. LOUIS SOUTHWESTERN RAILWAY
COMPANY, SPCSL CORP. AND THE DENVER AND
RIO GRANDE WESTERN RAILROAD COMPANY

APPLICANTS' FIRST SET OF INTERROGATORIES
AND REQUESTS FOR PRODUCTION OF DOCUMENTS
TO THE UNITED STATES DEPARTMENT OF JUSTICE

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Railway Company, SPCSL Corp. and
The Denver and Rio Grande
Western Railroad Company

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Attorneys for Union Pacific
Corporation, Union Pacific
Railroad Company and Missouri
Pacific Railroad Company

February 26, 1996

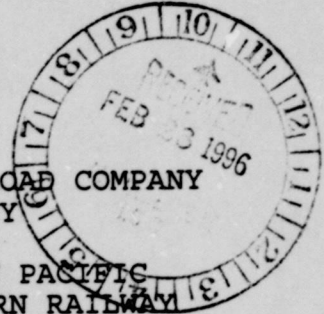
BEFORE THE
SURFACE TRANSPORTATION BOARD

Finance Docket No. 32760

UNION PACIFIC CORPORATION, UNION PACIFIC RAILROAD COMPANY
AND MISSOURI PACIFIC RAILROAD COMPANY

-- CONTROL AND MERGER --

SOUTHERN PACIFIC RAIL CORPORATION, SOUTHERN PACIFIC
TRANSPORTATION COMPANY, ST. LOUIS SOUTHWESTERN RAILWAY
COMPANY, SPCSL CORP. AND THE DENVER AND
RIO GRANDE WESTERN RAILROAD COMPANY



APPLICANTS' FIRST SET OF INTERROGATORIES
AND REQUESTS FOR PRODUCTION OF DOCUMENTS
TO THE UNITED STATES DEPARTMENT OF JUSTICE

Pursuant to 49 C.F.R. §§ 1114.26 and 1114.30, and
the Discovery Guidelines entered in this proceeding on
December 7, 1995, Applicants UPC, UPRR, MPRR, SPR, SPT, SSW,
SPCSL and DRGW direct the following interrogatories and
document requests to the United States Department of Justice
("DOJ").

Responses should be served as soon as possible, and
in no event later than 15 days from the date of service
hereof. DOJ is requested to contact the undersigned promptly
to discuss any objections or questions regarding these
requests with a view to resolving any disputes or issues of
interpretation informally and expeditiously.

DEFINITIONS AND INSTRUCTIONS

I. "Applicants" means UPC, UPRR, MPRR, SPR, SPT,
SSW, SPCSL and DRGW.

II. "Board" means the Surface Transportation Board.

III. "BN/Santa Fe" means the Burlington Northern Railroad Company and The Atchison, Topeka and Santa Fe Railway Company.

IV. "The BN/Santa Fe Settlement Agreement" means the agreement between UP and SP and BN/Santa Fe dated September 25, 1994, as supplemented by the November 18, 1995 agreement between those parties.

V. "The BN/Santa Fe Settlement Agreement Lines" means the lines that BN/Santa Fe will receive trackage rights over or purchase under the BN/Santa Fe Settlement Agreement.

VI. "CNW" means Chicago and North Western Railway Company.

VII. "DOJ" means the United States Department of Justice.

VIII. "DRGW" means The Denver and Rio Grande Western Railroad Company.

IX. "Document" means any writing or other compilation of information, whether printed, typed, handwritten, recorded, or produced or reproduced by any other process, including but not limited to intra-company communications, correspondence, telegrams, memoranda, contracts, instruments, studies, projections, forecasts, summaries or records of conversations or interviews, minutes or records of conferences or meetings, records or reports of negotiations, diaries, calendars, photographs, maps, tape

recordings, computer tapes, computer disks, other computer storage devices, computer programs, computer printouts, models, statistical statements, graphs, charts, diagrams, plans, drawings, brochures, pamphlets, advertisements, circulars, trade letters, press releases, invoices, receipts, financial statements, accounting records, worksheets, drafts, revisions of drafts, and original or preliminary notes.

Further, the term "document" includes

- (a) both basic records and summaries of such records (including computer runs);
- (b) both original versions and copies that differ in any respect from original versions; and
- (c) both documents in the possession, custody or control of DOJ and documents in the possession, custody or control of consultants or others who have assisted DOJ in connection with this proceeding.

X. "The IC Settlement Agreement" means the agreement between UP and SP and Illinois Central Railroad Company dated January 30, 1996.

XI. "Identify," when used in relation to an individual, corporation, partnership or other entity, means to state the name, address and telephone number thereof.

"Identify," when used in relation to a document, means to

- (a) state the nature of the document (e.g., letter, memorandum, etc.);
- (b) state the author, each addressee, each recipient, date, number of pages, and title of the document; and
- (c) provide a brief description of the contents of the document.

XII. "MPRR" means Missouri Pacific Railroad Company.

XIII. "Produce" means to make legible, complete and exact copies of responsive documents and send them by expedited delivery to the undersigned counsel. The originals of responsive documents should be retained in the files of DOJ or the consultants or others who have assisted DOJ in connection with this proceeding and have documents in their possession, and made available if requested. Applicants will pay all reasonable costs for duplication and expedited delivery of documents to their attorneys.

XIV. "Relating to" a subject means referring to, discussing, describing, dealing with, consisting of, or constituting, in whole or in part, the subject.

XV. "SP" means SPT, SSW, SPCSL and DRGW.

XVI. "SPCSL" means SPCSL Corp.

XVII. "SPR" means Southern Pacific Rail Corporation.

XVIII. "SPT" means Southern Pacific Transportation Company.

XIX. "SSW" means St. Louis Southwestern Railway Company.

XX. "Shipper" means any user of rail services, including but not limited to a consignor, a consignee, and a receiver.

XXI. "Southern Pacific" means SPR and SP.

XXII. "This proceeding" means Finance Docket No. 32760 and all subdockets and related dockets.

XXIII. "UP" means UPRR and MPRR, including the former CNW.

XXIV. "UPC" means Union Pacific Corporation.

XXV. "UPRR" means Union Pacific Railroad Company.

XXVI. "The UP/SP merger" means the transactions proposed in this proceeding, including all related applications.

XXVII. "Union Pacific" means UP and UPC.

XXVIII. "The Utah Railway Settlement Agreement" means the agreement between UP and SP and Utah Railway Company dated January 17, 1996.

XXIX. Discovery responses should be supplemented when a supplemental response is required pursuant to 49 C.F.R. § 1114.29.

XXX. Documents need not be produced if they have been produced by Applicants in this proceeding.

XXXI. Produce a privilege log in accordance with the guidelines established at the December 20, 1995 discovery conference (Tr., pp. 313-14).

XXXII. References to railroads, shippers, consultants or companies (including DOJ) include affiliates, subsidiaries, officers, directors, employees, attorneys, agents and representatives thereof.

XXXIII. All uses of the conjunctive include the disjunctive and vice versa. Words in the singular include the plural and vice versa.

XXXIV. Unless otherwise specified, these requests cover the period January 1, 1993 and thereafter.

INTERROGATORIES

1. Identify and describe in detail any agreements that DOJ has with any other party to this proceeding regarding positions or actions to be taken in this proceeding. Routine procedural agreements, such as agreements concerning the order of questioning at depositions or the avoidance of duplicative discovery, need not be identified. If DOJ contends that any such agreement is privileged, state the parties to, date of, and general subject of the agreement.

DOCUMENT REQUESTS

1. Produce no later than April 13, 1996 (a) all workpapers underlying any submission that DOJ makes on or about April 12, 1996 in this proceeding, and (b) all publications, written testimony and transcripts, without limitation as to date, of any witnesses presenting testimony for DOJ on or about April 12, 1996 in this proceeding.
2. Produce all documents relating to benefits or efficiencies that will result from the UP/SP merger.
3. Produce all documents relating to potential traffic impacts of the UP/SP merger.
4. Produce all documents relating to competitive impacts of the UP/SP merger, including but not limited to effects on (a) market shares, (b) source or destination competition, (c) transloading options, or (d) build-in options.
5. Produce all documents relating to the BN/Santa Fe Settlement Agreement.
6. Produce all documents relating to the IC Settlement Agreement.
7. Produce all documents relating to the Utah Railway Settlement Agreement.
8. Produce all documents relating to conditions that might be imposed on approval of the UP/SP merger.

9. Produce all studies, reports or analyses relating to actual or potential competition between UP and SP.

10. Produce all studies, reports or analyses relating to competition between single-line and interline rail transportation.

11. Produce all studies, reports or analyses relating to the benefits of any prior rail merger or rail mergers generally.

12. Produce all studies, reports or analyses relating to the financial position or prospects of SP.

13. Produce all communications with other parties to this proceeding relating to the UP/SP merger or the BN/Santa Fe Settlement Agreement, and all documents relating to such communications. This request excludes documents already served on Applicants.

14. Produce all presentations, solicitation packages, form verified statements, or other materials used to seek support from shippers, public officials, railroads or others for the position of DOJ or any other party in this proceeding.

15. Produce all presentations to, letters, memoranda or white papers sent or given to DOT, any state Governor's, Attorney General's or Public Utilities Commission's (or similar agency's) office, any Mexican government official, any other government official, any

security analyst, any bond rating agency, any consultant, any financial advisor or analyst, any investment banker, any chamber of commerce, or any shipper or trade organization relating to the UP/SP merger.

16. Produce all notes of, or memoranda relating to, any meetings with DOT, any state Governor's, Attorney General's or Public Utilities Commission's (or similar agency's) office, any Mexican government official, any other government official, any security analyst, any bond rating agency, any consultant, any financial advisor or analyst, any investment banker, any chamber of commerce, or any shipper or trade organization relating to the UP/SP merger.

17. Produce all documents relating to shipper surveys or interviews concerning (a) the UP/SP merger or any possible conditions to approval of the merger, or (b) the quality of service or competitiveness of any railroad.

18. Produce all documents relating to the price to be paid for, or the value of, any UP or SP lines that might be sold as a condition to approval of, or otherwise in connection with, the UP/SP merger.

19. Produce all documents relating to trackage rights compensation for any of the BN/Santa Fe Settlement Agreement Lines or any other line of UP or SP that might be the subject of a proposed trackage rights condition in this proceeding.

20. Produce all documents relating to actual or estimated maintenance-and-operating costs, taxes and return-to-capital costs with respect to any of the BN/Santa Fe Settlement Agreement Lines or any other line of UP or SP that might be the subject of a proposed trackage rights condition in this proceeding.

21. Produce all documents relating to any agreement or understanding that DOJ has with any other party to this proceeding regarding positions or actions to be taken in this proceeding. Documents relating to routine procedural agreements, such as agreements concerning the order of questioning at depositions or the avoidance of duplicative discovery, need not be produced.

22. Produce all studies, reports or analyses relating to collusion among competing railroads or the risk thereof.

23. Produce all studies, reports or analyses relating to the terms for or effectiveness of trackage rights.

24. Produce all studies, reports or analyses relating to competition in freight transportation services for shipments to or from West Coast ports.

25. Produce all presentations, memoranda, letters or other submissions to DOJ relating to the UP/SP merger, collusion among competing railroads or the risk thereof, the

terms for or effectiveness of trackage rights, or the benefits of prior rail mergers.

26. Produce all communications with Richard C. Levin, Curtis M. Grimm, James M. MacDonald, Clifford M. Winston, Thomas M. Corsi, Carol A. Evans or Steven Salop concerning econometric analyses of rail pricing, and all documents relating to such communications.

27. Produce all studies, reports or analyses relating to competition for traffic to or from Mexico (including but not limited to truck competition) or competition among Mexican gateways.

28. Produce all documents, other than the study itself, relating to the January 1996 study by The Perryman Group entitled, "The Impact of the Proposed Union Pacific-Southern Pacific Merger on Business Activity in Texas."

29. Produce all documents relating to DOJ's position, in connection with Norfolk Southern's proposal to acquire the assets of Conrail from the federal government in the mid-1980s, that granting trackage rights to other carriers would be an effective competitive remedy, and all documents relating to the appropriate compensation for such trackage rights.

Respectfully submitted,

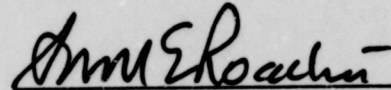
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The Denver and Rio Grande
Western Railroad Company

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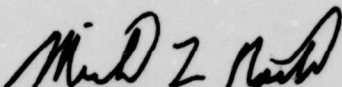
February 26, 1996

CERTIFICATE OF SERVICE

I, Michael L. Rosenthal, certify that, on this 26th day of February, 1996, I caused a copy of the foregoing document to be served by hand on Michael D. Billiel, counsel for the United States Department of Justice, at 325 Seventh Street, N.W., Suite 500, Washington, D.C. 20530, and by first-class mail, postage prepaid, or by a more expeditious manner of delivery on all parties appearing on the restricted service list established pursuant to paragraph 9 of the Discovery Guidelines in Finance Docket No. 32760, and on

Director of Operations
Antitrust Division
Suite 500
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Premerger Notification Office
Bureau of Competition
Room 303
Federal Trade Commission
Washington, D.C. 20580



Michael L. Rosenthal

STB

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32760

2-26-96

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Item No. _____

Page Count 14

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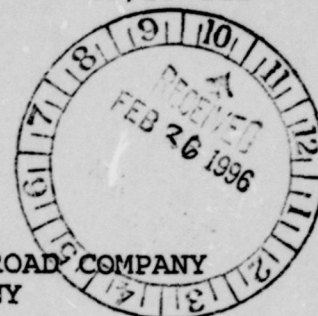
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Part of
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BEFORE THE
ACE TRANSPORTATION BOARD

UP/SP-112



Finance Docket No. 32760

UNION PACIFIC CORPORATION, UNION PACIFIC RAILROAD COMPANY
AND MISSOURI PACIFIC RAILROAD COMPANY
-- CONTROL AND MERGER --

SOUTHERN PACIFIC RAIL CORPORATION, SOUTHERN PACIFIC
TRANSPORTATION COMPANY, ST. LOUIS SOUTHWESTERN RAILWAY
COMPANY, SPCSL CORP. AND THE DENVER AND
RIO GRANDE WESTERN RAILROAD COMPANY

APPLICANTS' FIRST SET OF INTERROGATORIES
AND REQUESTS FOR PRODUCTION OF DOCUMENTS
TO DOW CHEMICAL COMPANY

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Attorneys for Union Pacific
Corporation, Union Pacific
Railroad Company and Missouri
Pacific Railroad Company

February 26, 1996

BEFORE THE
SURFACE TRANSPORTATION BOARD

Finance Docket No. 32760

UNION PACIFIC CORPORATION, UNION PACIFIC RAILROAD COMPANY
AND MISSOURI PACIFIC RAILROAD COMPANY
-- CONTROL AND MERGER --
SOUTHERN PACIFIC RAIL CORPORATION, SOUTHERN PACIFIC
TRANSPORTATION COMPANY, ST. LOUIS SOUTHWESTERN RAILWAY
COMPANY, SPCSL CORP. AND THE DENVER AND
RIO GRANDE WESTERN RAILROAD COMPANY



APPLICANTS' FIRST SET OF INTERROGATORIES
AND REQUESTS FOR PRODUCTION OF DOCUMENTS
TO DOW CHEMICAL COMPANY

Pursuant to 49 C.F.R. §§ 1114.26 and 1114.30, and
the Discovery Guidelines entered in this proceeding on
December 7, 1995, Applicants UPC, UPRR, MPRR, SPR, SPT, SSW,
SPCSL and DRGW direct the following interrogatories and
document requests to Dow Chemical Company ("Dow").

Responses should be served as soon as possible, and
in no event later than 15 days from the date of service
hereof. Dow is requested to contact the undersigned promptly
to discuss any objections or questions regarding these
requests with a view to resolving any disputes or issues of
interpretation informally and expeditiously.

DEFINITIONS AND INSTRUCTIONS

I. "Applicants" means UPC, UPRR, MPRR, SPR, SPT,
SSW, SPCSL and DRGW.

II. "Board" means the Surface Transportation Board.

III. "BN/Santa Fe" means the Burlington Northern Railroad Company and The Atchison, Topeka and Santa Fe Railway Company.

IV. "The BN/Santa Fe Settlement Agreement" means the agreement between UP and SP and BN/Santa Fe dated September 25, 1994, as supplemented by the November 18, 1995 agreement between those parties.

V. "The BN/Santa Fe Settlement Agreement Lines" means the lines that BN/Santa Fe will receive trackage rights over or purchase under the BN/Santa Fe Settlement Agreement.

VI. "CNW" means Chicago and North Western Railway Company.

VII. "DRGW" means The Denver and Rio Grande Western Railroad Company.

VIII. "Document" means any writing or other compilation of information, whether printed, typed, handwritten, recorded, or produced or reproduced by any other process, including but not limited to intra-company communications, correspondence, telegrams, memoranda, contracts, instruments, studies, projections, forecasts, summaries or records of conversations or interviews, minutes or records of conferences or meetings, records or reports of negotiations, diaries, calendars, photographs, maps, tape recordings, computer tapes, computer disks, other computer storage devices, computer programs, computer printouts,

models, statistical statements, graphs, charts, diagrams, plans, drawings, brochures, pamphlets, advertisements, circulars, trade letters, press releases, invoices, receipts, financial statements, accounting records, worksheets, drafts, revisions of drafts, and original or preliminary notes.

Further, the term "document" includes

- (a) both basic records and summaries of such records (including computer runs);
- (b) both original versions and copies that differ in any respect from original versions; and
- (c) both documents in the possession, custody or control of Dow and documents in the possession, custody or control of consultants or others who have assisted Dow in connection with this proceeding.

IX. "Dow" means Dow Chemical Company.

X. "The IC Settlement Agreement" means the agreement between UP and SP and Illinois Central Railroad Company dated January 30, 1996.

XI. "Identify," when used in relation to an individual, corporation, partnership or other entity, means to state the name, address and telephone number thereof.

"Identify," when used in relation to a document, means to

- (a) state the nature of the document (e.g., letter, memorandum, etc.);

- (b) state the author, each addressee, each recipient, date, number of pages, and title of the document; and
- (c) provide a brief description of the contents of the document.

XII. "MPRR" means Missouri Pacific Railroad Company.

XIII. "Produce" means to make legible, complete and exact copies of responsive documents and send them by expedited delivery to the undersigned counsel. The originals of responsive documents should be retained in the files of Dow, its counsel, or the consultants or others who have assisted Dow in connection with this proceeding and have documents in their possession, and made available if requested. Applicants will pay all reasonable costs for duplication and expedited delivery of documents to their attorneys.

XIV. "Relating to" a subject means referring to, discussing, describing, dealing with, consisting of, or constituting, in whole or in part, the subject.

XV. "SP" means SPT, SSW, SPCSL and DRGW.

XVI. "SPCSL" means SPCSL Corp.

XVII. "SPR" means Southern Pacific Rail Corporation.

XVIII. "SPT" means Southern Pacific Transportation Company.

XIX. "SSW" means St. Louis Southwestern Railway Company.

XX. "Shipper" means any user of rail services, including but not limited to a consignor, a consignee, and a receiver.

XXI. "Southern Pacific" means SPR and SP.

XXII. "This proceeding" means Finance Docket No. 32760 and all subdockets and related dockets.

XXIII. "UP" means UPRR and MPRR, including the former CNW.

XXIV. "UPC" means Union Pacific Corporation.

XXV. "UPRR" means Union Pacific Railroad Company.

XXVI. "The UP/SP merger" means the transactions proposed in this proceeding, including all related applications.

XXVII. "Union Pacific" means UP and UPC.

XXVIII. "The Utah Railway Settlement Agreement" means the agreement between UP and SP and Utah Railway Company dated January 17, 1996.

XXIX. Discovery responses should be supplemented when a supplemental response is required pursuant to 49 C.F.R. § 1114.29.

XXX. Documents need not be produced if they have been produced by Applicants in this proceeding.

XXXI. Produce a privilege log in accordance with the guidelines established at the December 20, 1995 discovery conference (Tr., pp. 313-14).

XXXII. References to railroads, shippers, consultants or companies (including Dow) include affiliates, subsidiaries, officers, directors, employees, attorneys, agents and representatives thereof.

XXXIII. All uses of the conjunctive include the disjunctive and vice versa. Words in the singular include the plural and vice versa.

XXXIV. Unless otherwise specified, these requests cover the period January 1, 1993 and thereafter.

INTERROGATORIES

1. Identify and describe in detail any agreements that Dow has with any other party to this proceeding regarding positions or actions to be taken in this proceeding. Routine procedural agreements, such as agreements concerning the order of questioning at depositions or the avoidance of duplicative discovery, need not be identified. If Dow contends that any such agreement is privileged, state the parties to, date of, and general subject of the agreement.

DOCUMENT REQUESTS

1. Produce no later than April 1, 1996 (a) all workpapers underlying any submission that Dow makes on or about March 29, 1996 in this proceeding, and (b) all publications, written testimony and transcripts, without limitation as to date, of any witnesses presenting testimony for Dow on or about March 29, 1996 in this proceeding.
2. Produce all documents relating to benefits or efficiencies that will result from the UP/SP merger.
3. Produce all documents relating to potential traffic impacts of the UP/SP merger.
4. Produce all documents relating to competitive impacts of the UP/SP merger, including but not limited to effects on (a) market shares, (b) source or destination competition, (c) transloading options, or (d) build-in options.
5. Produce all documents relating to the BN/Santa Fe Settlement Agreement.
6. Produce all documents relating to the IC Settlement Agreement.
7. Produce all documents relating to the Utah Railway Settlement Agreement.
8. Produce all documents relating to conditions that might be imposed on approval of the UP/SP merger.

9. Produce all studies, reports or analyses relating to actual or potential competition between UP and SP.

10. Produce all studies, reports or analyses relating to competition between single-line and interline rail transportation.

11. Produce all studies, reports or analyses relating to the benefits of any prior rail merger or rail mergers generally.

12. Produce all studies, reports or analyses relating to the financial position or prospects of SP.

13. Produce all communications with other parties to this proceeding relating to the UP/SP merger or the BN/Santa Fe Settlement Agreement, and all documents relating to such communications. This request excludes documents already served on Applicants.

14. Produce all presentations, solicitation packages, form verified statements, or other materials used to seek support from shippers, public officials, railroads or others for the position of Dow or any other party in this proceeding.

15. Produce all presentations, letters, memoranda, white papers or other documents sent or given to DOJ, DOT, any state Governor's, Attorney General's or Public Utilities Commission's (or similar agency's) office, any Mexican government official, any other government official, any

security analyst, any bond rating agency, any consultant, any financial advisor or analyst, any investment banker, any chamber of commerce, or any shipper or trade organization relating to the UP/SP merger.

16. Produce all notes of, or memoranda relating to, any meetings with DOJ, DOT, any state Governor's, Attorney General's or Public Utilities Commission's (or similar agency's) office, any Mexican government official, any other government official, any security analyst, any bond rating agency, any consultant, any financial advisor or analyst, any investment banker, any chamber of commerce, or any shipper or trade organization relating to the UP/SP merger.

17. Produce all documents relating to shipper surveys or interviews concerning (a) the UP/SP merger or any possible conditions to approval of the merger, or (b) the quality of service or competitiveness of any railroad.

18. Produce all documents relating to the price to be paid for, or the value of, any UP or SP lines that might be sold as a condition to approval of, or otherwise in connection with, the UP/SP merger.

19. Produce all documents relating to trackage rights compensation for any of the BN/Santa Fe Settlement Agreement Lines or any other line of UP or SP that might be the subject of a proposed trackage rights condition in this proceeding.

20. Produce all documents relating to actual or estimated maintenance-and-operating costs, taxes and return-to-capital costs with respect to any of the BN/Santa Fe Settlement Agreement Lines or any other line of UP or SP that might be the subject of a proposed trackage rights condition in this proceeding.

21. Produce all documents relating to any agreement or understanding that Dow has with any other party to this proceeding regarding positions or actions to be taken in this proceeding. Documents relating to routine procedural agreements, such as agreements concerning the order of questioning at depositions or the avoidance of duplicative discovery, need not be produced.

22. Produce all presentations to, and minutes of, the boards of directors (or other governing body) of Dow relating to the UP/SP merger or conditions to be sought by any party in this proceeding.

23. Produce all studies, reports or analyses relating to collusion among competing railroads or the risk thereof.

24. Produce all studies, reports or analyses relating to the terms for or effectiveness of trackage rights.

25. Produce all documents relating to the possibility of a build-in by SP or BN/Santa Fe (or build-out to SP or BN/Santa Fe) at Dow's facility at Freeport, Texas.

26. Produce Dow's files regarding the transportation (including the transportation by non-rail modes) of all commodities that Dow has moved via UP or SP since January 1, 1993.

27. Produce all studies, reports or analyses relating to the movement of traffic from Dow's Freeport facilities by water.

28. Produce all documents relating to (a) the extent to which any particular 7-digit STCC Code within the STCC 28 or STCC 29 range includes different commodities that are not substitutable in use, and (b) the extent to which manufacturers can shift existing production capacity between, or use the same facilities to produce, such commodities (e.g., high-density and linear low-density polyethylene).

29. Produce all studies, reports or analyses relating to (a) transport pricing or competition for plastics, (b) the handling of plastics by railroads, (c) the handling of plastics by other modes (including truck, truck-rail transloading, and water), (d) storage-in-transit of plastics, or (e) source or destination competition, shifting of production or shipments among facilities, "swapping" of product, modal alternatives, or shipper leverage as constraints on rail pricing or service for plastics.

30. Produce all studies, reports, analyses, compilations, calculations or evaluations of market or

competitive impacts of the UP/SP merger or the BN/Santa Fe Settlement, or of trackage rights compensation under the BN/Santa Fe Settlement, prepared by L.E. Peabody & Associates, and all workpapers or other documents relating thereto.

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One Market Plaza
San Francisco, California 94105
(415) 541-1000

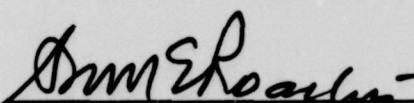
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RICHARD B. HERZOG
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Harkins Cunningham
1300 Nineteenth Street, N.W.
Washington, D.C. 20036
(202) 973-7601

Attorneys for Southern
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Southern Pacific Transportation
Company, St. Louis Southwestern
Railway Company, SPCSL Corp. and
The Denver and Rio Grande
Western Railroad Company

Respectfully submitted,

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Martin Tower
Eighth and Eaton Avenues
Bethlehem, Pennsylvania 18018
(610) 861-3290

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Union Pacific Railroad Company
Missouri Pacific Railroad Company
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Attorneys for Union Pacific
Corporation, Union Pacific
Railroad Company and Missouri
Pacific Railroad Company

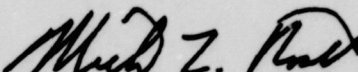
February 26, 1996

CERTIFICATE OF SERVICE

I, Michael L. Rosenthal, certify that, on this 26th day of February, 1996, I caused a copy of the foregoing document to be served by hand on Nicholas J. DiMichael, counsel for Dow Chemical Company, at Donelan, Cleary, Wood & Maser, P.C., 1100 New York Avenue, N.W., Suite 750, Washington, D.C. 20005-3934, and by first-class mail, postage prepaid, or by a more expeditious manner of delivery on all parties appearing on the restricted service list established pursuant to paragraph 9 of the Discovery Guidelines in Finance Docket No. 32760, and on

Director of Operations
Antitrust Division
Suite 500
Department of Justice
Washington, D.C. 20530

Premerger Notification Office
Bureau of Competition
Room 303
Federal Trade Commission
Washington, D.C. 20580



Michael L. Rosenthal

STB

FD

32760

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Item No. _____

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Feb # 282

ORE THE
SPORTATION BOARD

66419
BN/SF-32

Finance Docket No. 32760

UNION PACIFIC CORPORATION, UNION PACIFIC RAILROAD COMPANY
AND MISSOURI PACIFIC RAILROAD COMPANY

-- CONTROL AND MERGER --

SOUTHERN PACIFIC RAIL CORPORATION, SOUTHERN PACIFIC
TRANSPORTATION COMPANY, ST. LOUIS SOUTHWESTERN RAILWAY
COMPANY, SPCSL CORP. AND THE DENVER AND
RIO GRANDE WESTERN RAILROAD COMPANY

BURLINGTON NORTHERN RAILROAD COMPANY AND THE ATCHISON,
TOPEKA AND SANTA FE RAILWAY COMPANY'S FIRST SET OF
INTERROGATORIES AND DOCUMENT PRODUCTION REQUESTS TO
MONTANA RAIL LINK, INC.

Jeffrey R. Moreland
Richard E. Weicher
Janice G. Barber
Michael E. Roper
Sidney L. Strickland, Jr.

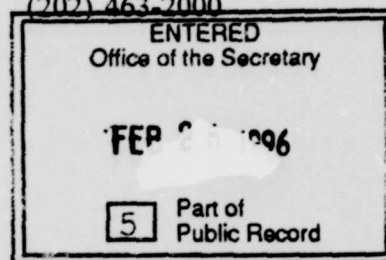
Burlington Northern
Railroad Company
3800 Continental Plaza
777 Main Street
Ft. Worth, Texas 76102-5384
(817) 333-7954

and

The Atchison, Topeka and Santa Fe
Railway Company
1700 East Golf Road
Schaumburg, Illinois 60173
(708) 995-6887

Erika Z. Jones
Adrian L. Steel, Jr.
Roy T. Englert, Jr.
Kathryn A. Kusske

Mayer, Brown & Platt
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Washington, D.C. 20006
(202) 463-2000

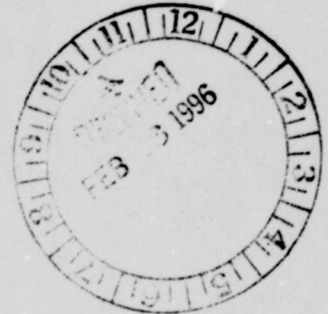


Attorneys for Burlington Northern Railroad Company
and The Atchison, Topeka and Santa Fe Railway Company

February 26, 1996

BEFORE THE
SURFACE TRANSPORTATION BOARD

Finance Docket No. 32760



UNION PACIFIC CORPORATION, UNION PACIFIC RAILROAD COMPANY
AND MISSOURI PACIFIC RAILROAD COMPANY

-- CONTROL AND MERGER --

SOUTHERN PACIFIC RAIL CORPORATION,
SOUTHERN PACIFIC TRANSPORTATION COMPANY, ST. LOUIS
SOUTHWESTERN RAILWAY COMPANY, SPCSL CORP. AND THE
DENVER AND RIO GRANDE WESTERN RAILROAD COMPANY

BURLINGTON NORTHERN RAILROAD COMPANY AND THE ATCHISON,
TOPEKA AND SANTA FE RAILWAY COMPANY'S FIRST SET OF
INTERROGATORIES AND DOCUMENT PRODUCTION REQUESTS TO
MONTANA RAIL LINK, INC.

Burlington Northern Railroad Company ("BN") and The Atchison, Topeka and Santa Fe Railway Company ("Santa Fe") (collectively "BN/Santa Fe") hereby submit their First Set of Interrogatories and Requests for Production of Documents to Montana Rail Link, Inc. ("MRL").

BN/Santa Fe requests that MRL respond to the following interrogatories and document requests in compliance with the December 5, 1995 Discovery Guidelines Order entered by the Administrative Law Judge in this proceeding and in accordance with the following Definitions and Instructions. The responses to these interrogatories and document

requests should be served on BN/Santa Fe through its attorneys at the offices of Mayer, Brown & Platt, 2000 Pennsylvania Avenue, N.W., Washington, D.C. 20006, no later than fifteen (15) days following their service.

DEFINITIONS

1. "BN/Santa Fe" means Burlington Northern Railroad Company ("BN") and The Atchison, Topeka and Santa Fe Railway Company ("Santa Fe").
2. "BN/Santa Fe Agreement" means the agreement between UP and SP and BN/Santa Fe dated September 25, 1995, as supplemented November 18, 1995.
3. "Board" means the Surface Transportation Board.
4. "Document" means any writings or other compilations of information, whether handwritten, typewritten, printed, recorded, or produced or reproduced by any process, including but not limited to intra- or inter-company communications, business records, agreements, contracts, bids, bid quotes, rates, rate quotes, correspondence, telegrams, memoranda, studies, projections, summaries or records of telephone or personal conversations or interviews, reports, diaries, log books, notebooks, forecasts, workpapers, photographs, maps, tape recordings, computer tapes, computer programs, computer printouts, computer models, all stored data compilations of any kind that may be retrievable or machine-readable produced in reasonably usable form including any descriptions, indices or other interpretive materials necessary or useful to access the stored information, statistical or financial statements, graphs, charts or other data compilations, sketches, note charts, plans, drawings, agendas, minutes or records or summaries of conferences,

expressions or statements of policy, lists of persons attending meetings or conferences, opinions or reports or summaries of negotiations or investigations, brochures, opinions or reports of consultants, pamphlets, advertisements, circulars, trade or other letters, press releases, drafts, revisions of drafts, invoices, receipts, and original or preliminary notes.

Further, the term "document" includes:

(a) both individual records and summaries of such records (including computer runs);

(b) both original versions and copies that differ in any respect from original versions; and

(c) both documents in the possession of MRL and documents in the possession of consultants or others that have assisted MRL in connection with any issue raised in these discovery requests.

5. "MRL" means Montana Rail Link, Inc., any transportation-related subsidiaries or affiliates thereof, any present or former employees, agents, counsel, officers, directors, advisors, consultants, divisions, and/or any other persons acting on MRL's behalf.

6. "Person" means any natural person, any business entity (whether partnership, association, cooperative, proprietorship or corporation), and any governmental entity, department, administration, agency, bureau or political subdivision thereof.

7. "Proceeding" means the STB proceeding in Finance Docket No. 32760 and all sub-dockets thereof.

8. "Proposed Transaction" means the transaction for which Applicants Union Pacific Corporation et al. ("UP) and Southern Pacific Rail Corporation et al. ("SP") request Board approval in this Proceeding.

INSTRUCTIONS

1. To the extent that MRL considers any of the following interrogatories or document requests objectionable, MRL should respond to each part thereof that is not objectionable, separately identify that part of the interrogatory or document request that MRL finds objectionable and state the grounds for each such objection.

2. If MRL objects to any interrogatory or document request on grounds of privilege, MRL should identify which privilege is claimed, state the specific factual and legal basis for such claim of privilege, and answer any remaining part of the interrogatory or document request for which such objection is not made.

3. References to the plural shall include the singular and vice versa. Terms such as "and," "or" and "including" shall be construed in an inclusive manner, in the disjunctive or conjunctive as necessary, in order to bring within the scope of each interrogatory or document request all information which might otherwise be construed as outside the scope of the request.

4. In answering each of the interrogatories, MRL is to:

(a) Identify all source documents from which the information has been or can be obtained or which form a basis for the answers given or corroborate the answers given. For each source document identified state the name, title and address of the custodian of such document, and state whether such source document may be inspected and copied by Applicants' representatives;

(b) State whether the information furnished is within the personal knowledge of the person answering and, if not, the name of each person to whom the information is a matter of personal knowledge.

5. If exact data cannot be supplied in answering any interrogatory that calls for a numerical response, MRL should provide MRL's best estimate of the data called for,

indicate that it has done so by the notation "(est.)" in conjunction with the response, and describe the basis upon which the estimate was made.

6. If MRL cannot answer any part of any interrogatory or document request in full, after exercising due diligence to secure the information or documents to do so, MRL should so state and answer to the extent possible, specifying MRL's inability to answer the remainder, and stating whatever information or documents MRL has of each unanswered part.

7. Where interrogatories seek information as to the existence or content of any document or study, producing or furnishing a copy of the document or study will be accepted as an adequate response to the interrogatory. "Produce" means to make legible, complete, and exact copies of responsive documents, which are to be sent via overnight courier or hand delivery to the undersigned attorneys.

8. Unless specified otherwise in a particular interrogatory or document request, these discovery requests seek information and documents dating from January 1, 1993 and extending through the date on which the responses are made. Further, these discovery requests are deemed to be continuing in nature so that if at any time during the course of this proceeding MRL discovers information or documents that are within the scope of these discovery requests, it shall supplement its responses within ten (10) days.

INTERROGATORIES AND DOCUMENT REQUESTS

1. Produce the MRL financial and operating data for 1994 and 1995 most comparable to the data reported by Class I railroads in the R-1 annual report. Specifically, produce the data kept by or available to MRL most comparable to Schedules:

- 200 - Comparative Statement of Financial Position - Assets
- 210 - Results of Operations
- 220 - Retained Earnings
- 310 - Investments and Advances Affiliated Companies
- 330 - Road and Equipment Property and Improvements to Leased Property and Equipment
- 332 - Depreciation Base and Rates - Road and Equipment Owned and Used and Leased From Others
- 335 - Accumulated Depreciation - Road and Equipment Owned and Used
- 352A - Investment in Railroad Property Used in Transportation Service (By Company)
- 352B - Investment in Railway Property Used in Transportation Service (By Property Accounts)
- 410 - Railway Operating Expenses
- 412 - Way and Structures
- 414 - Rents for Interchanged Freight Train Cars and Other Freight-Carrying Equipment
- 415 - Supporting Schedule - Equipment
- 416 - Supporting Schedule - Road
- 417 - Specialized Service Subschedule - Transportation
- 418 - Supporting Schedule - Capital Leases
- 450 - Analysis of Taxes
- 510 - Separation of Debtholdings Between Road Property and Equipment
- 700 - Mileage Operated at Close of Year
- 702 - Miles of Road at Close of Year - By States and Territories (Single Track)
- 710 - Inventory of Equipment
- 710S - Unit Cost of Equipment Installed During the Year - Divided Between New and Rebuilt Units
- 720 - Track and Traffic Conditions
- 721 - Ties Laid in Replacement
- 722 - Ties Laid in Additional Tracks and In New Lines and Extensions
- 723 - Rails Laid in Replacement
- 724 - Rails Laid in Additional Tracks and In New Lines and Extensions
- 725 - Weight of Rail
- 726 - Summary of Track Replacements

750 - Consumption of Diesel Fuel
755 - Railroad Operating Statistics

If MRL believes that the data produced are in any respect not comparable to the data reported by Class I railroads on Form R-1, MRL should nevertheless produce the most comparable data in its possession, together with a full explanation (for each Schedule) of the respects in which MRL believes that the data are not fully comparable with R-1 data.

2. Produce all 1994 and 1995 car loading reports and unloading reports, shown separately, which identify by location, by commodity, and by car type the traffic handled by MRL in those years.

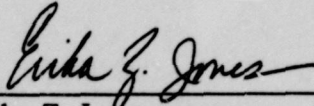
3. Has MRL at any time in or after August 1995 discussed (in a meeting, in person, or by telephone) any of the following subjects with any representative of the United States Department of Justice, the United States Department of Transportation, or any other federal or state agency: the Proposed Transaction; the BN/Santa Fe Agreement; or railroad competition in the Western United States? If so, for each such meeting or discussion, provide the following:

- (a) The federal or state agency involved;
- (b) The date of the meeting or discussion;
- (c) The participants on behalf of MRL and the federal or state agency in the meeting or discussion;
- (d) A description of the subject matter of the meeting or discussion;
- (e) All documents provided by MRL to the federal or state agency at or during the meeting or discussion;
- (f) All other documents sent or provided to or received from the federal or state agency relating to the meeting or discussion; and

(g) All other documents relating in any way to the meeting or discussion.

4. For each interrogatory and document request (or part thereof), identify by name, address, position and responsibilities each person who assisted or participated in preparing or supplying any of the information or documents given in response to such interrogatory or document request (or part thereof.)

Respectfully submitted,



Erika Z. Jones
Adrian L. Steel, Jr.
Roy T. Englert, Jr.
Kathryn A. Kusske

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2000 Pennsylvania Avenue, N.W.
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Burlington Northern
Railroad Company
3800 Continental Plaza
777 Main Street
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(817) 333-7954

and

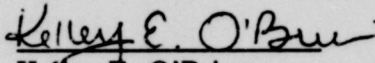
The Atchison, Topeka and Santa Fe
Railway Company
1700 East Golf Road
Schaumburg, Illinois 60173
(708) 995-6887

Attorneys for Burlington Northern Railroad Company
and The Atchison, Topeka and Santa Fe Railway Company

February 26, 1996

CERTIFICATE OF SERVICE

I hereby certify that copies of Burlington Northern Railroad Company and The Atchison, Topeka and Santa Fe Railway Company's First Set of Interrogatories and Document Production Requests to Montana Rail Link, Inc. (BN/SF-32) have been served this 26th day of February, 1996, by fax and by first-class mail, postage prepaid on all persons on the Restricted Service List in Finance Docket No. 32760 and by hand-delivery on counsel for Montana Rail Link, Inc.


Kelley E. O'Brien
Mayer, Brown & Platt
2000 Pennsylvania Avenue, N.W.
Suite 6500
Washington, D.C. 20006
(202) 778-0607

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BN/SF-33

Item No. _____
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Feb # 286
ORE THE
SPORTATION BOARD

Finance Docket No. 32760

UNION PACIFIC CORPORATION, UNION PACIFIC RAILROAD COMPANY
AND MISSOURI PACIFIC RAILROAD COMPANY

-- CONTROL AND MERGER --

SOUTHERN PACIFIC RAIL CORPORATION, SOUTHERN PACIFIC
TRANSPORTATION COMPANY, ST. LOUIS SOUTHWESTERN RAILWAY
COMPANY, SPCSL CORP. AND THE DENVER AND
RIO GRANDE WESTERN RAILROAD COMPANY

BURLINGTON NORTHERN RAILROAD COMPANY AND THE ATCHISON,
TOPEKA AND SANTA FE RAILWAY COMPANY'S FIRST SET OF
INTERROGATORIES AND DOCUMENT PRODUCTION REQUESTS TO
THE TEXAS MEXICAN RAILWAY COMPANY

Jeffrey R. Moreland
Richard E. Weicher
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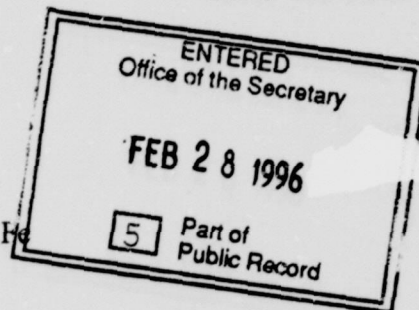
Burlington Northern
Railroad Company
3800 Continental Plaza
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(817) 333-7954

and

The Atchison, Topeka and Santa Fe
Railway Company
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Erika Z. Jones
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Kathryn A. Kusske

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2000 Pennsylvania Avenue, N.W.
Washington, D.C. 20006
(202) 463-2000



Attorneys for Burlington Northern Railroad Company
and The Atchison, Topeka and Santa Fe Railway Company

February 26, 1996

BEFORE THE
SURFACE TRANSPORTATION BOARD

Finance Docket No. 32760



UNION PACIFIC CORPORATION, UNION PACIFIC RAILROAD COMPANY
AND MISSOURI PACIFIC RAILROAD COMPANY

-- CONTROL AND MERGER --

SOUTHERN PACIFIC RAIL CORPORATION,
SOUTHERN PACIFIC TRANSPORTATION COMPANY, ST. LOUIS
SOUTHWESTERN RAILWAY COMPANY, SPCSL CORP. AND THE
DENVER AND RIO GRANDE WESTERN RAILROAD COMPANY

BURLINGTON NORTHERN RAILROAD COMPANY AND THE ATCHISON,
TOPEKA AND SANTA FE RAILWAY COMPANY'S FIRST SET OF
INTERROGATORIES AND DOCUMENT PRODUCTION REQUESTS TO
THE TEXAS MEXICAN RAILWAY COMPANY

Burlington Northern Railroad Company ("BN") and The Atchison, Topeka and Santa Fe Railway Company ("Santa Fe") (collectively "BN/Santa Fe") hereby submit their First Set of Interrogatories and Requests for Production of Documents to The Texas Mexican Railway Company ("Tex Mex").

BN/Santa Fe requests that Tex Mex respond to the following interrogatories and document requests in compliance with the December 5, 1995 Discovery Guidelines Order entered by the Administrative Law Judge in this proceeding and in accordance with the following Definitions and Instructions. The responses to these interrogatories and document

requests should be served on BN/Santa Fe through its attorneys at the offices of Mayer, Brown & Platt, 2000 Pennsylvania Avenue, N.W., Washington, D.C. 20006, no later than fifteen (15) days following their service.

DEFINITIONS

1. "BN/Santa Fe" means Burlington Northern Railroad Company ("BN") and The Atchison, Topeka and Santa Fe Railway Company ("Santa Fe").
2. "BN/Santa Fe Agreement" means the agreement between UP and SP and BN/Santa Fe dated September 25, 1995, as supplemented November 18, 1995.
3. "Board" means the Surface Transportation Board.
4. "Document" means any writings or other compilations of information, whether handwritten, typewritten, printed, recorded, or produced or reproduced by any process, including but not limited to intra- or inter-company communications, business records, agreements, contracts, bids, bid quotes, rates, rate quotes, correspondence, telegrams, memoranda, studies, projections, summaries or records of telephone or personal conversations or interviews, reports, diaries, log books, notebooks, forecasts, workpapers, photographs, maps, tape recordings, computer tapes, computer programs, computer printouts, computer models, all stored data compilations of any kind that may be retrievable or machine-readable produced in reasonably usable form including any descriptions, indices or other interpretive materials necessary or useful to access the stored information, statistical or financial statements, graphs, charts or other data compilations, sketches, note charts, plans, drawings, agendas, minutes or records or summaries of conferences,

expressions or statements of policy, lists of persons attending meetings or conferences, opinions or reports or summaries of negotiations or investigations, brochures, opinions or reports of consultants, pamphlets, advertisements, circulars, trade or other letters, press releases, drafts, revisions of drafts, invoices, receipts, and original or preliminary notes.

Further, the term "document" includes:

(a) both individual records and summaries of such records (including computer runs);

(b) both original versions and copies that differ in any respect from original versions; and

(c) both documents in the possession of Tex Mex and documents in the possession of consultants or others that have assisted Tex Mex in connection with any issue raised in these discovery requests.

5. "Tex Mex" means The Texas Mexican Railway Company, any transportation-related subsidiaries or affiliates thereof, any present or former employees, agents, counsel, officers, directors, advisors, consultants, divisions, and/or any other persons acting on Tex Mex's behalf.

6. "Person" means any natural person, any business entity (whether partnership, association, cooperative, proprietorship or corporation), and any governmental entity, department, administration, agency, bureau or political subdivision thereof.

7. "Proceeding" means the STB proceeding in Finance Docket No. 32760 and all sub-dockets thereof.

8. "Proposed Transaction" means the transaction for which Applicants Union Pacific Corporation et al. ("UP) and Southern Pacific Rail Corporation et al. ("SP") request Board approval in this Proceeding.

INSTRUCTIONS

1. To the extent that Tex Mex considers any of the following interrogatories or document requests objectionable, Tex Mex should respond to each part thereof that is not objectionable, separately identify that part of the interrogatory or document request that Tex Mex finds objectionable and state the grounds for each such objection.

2. If Tex Mex objects to any interrogatory or document request on grounds of privilege, Tex Mex should identify which privilege is claimed, state the specific factual and legal basis for such claim of privilege, and answer any remaining part of the interrogatory or document request for which such objection is not made.

3. References to the plural shall include the singular and vice versa. Terms such as "and," "or" and "including" shall be construed in an inclusive manner, in the disjunctive or conjunctive as necessary, in order to bring within the scope of each interrogatory or document request all information which might otherwise be construed as outside the scope of the request.

4. In answering each of the interrogatories, Tex Mex is to:

(a) Identify all source documents from which the information has been or can be obtained or which form a basis for the answers given or corroborate the answers given. For each source document identified state the name, title and address of the custodian of such document, and state whether such source document may be inspected and copied by Applicants' representatives;

(b) State whether the information furnished is within the personal knowledge of the person answering and, if not, the name of each person to whom the information is a matter of personal knowledge.

5. If exact data cannot be supplied in answering any interrogatory that calls for a numerical response, Tex Mex should provide Tex Mex's best estimate of the data called

for, indicate that it has done so by the notation "(est.)" in conjunction with the response, and describe the basis upon which the estimate was made.

6. If Tex Mex cannot answer any part of any interrogatory or document request in full, after exercising due diligence to secure the information or documents to do so, Tex Mex should so state and answer to the extent possible, specifying Tex Mex's inability to answer the remainder, and stating whatever information or documents Tex Mex has of each unanswered part.

7. Where interrogatories seek information as to the existence or content of any document or study, producing or furnishing a copy of the document or study will be accepted as an adequate response to the interrogatory. "Produce" means to make legible, complete, and exact copies of responsive documents, which are to be sent via overnight courier or hand delivery to the undersigned attorneys.

8. Unless specified otherwise in a particular interrogatory or document request, these discovery requests seek information and documents dating from January 1, 1993 and extending through the date on which the responses are made. Further, these discovery requests are deemed to be continuing in nature so that if at any time during the course of this proceeding Tex Mex discovers information or documents that are within the scope of these discovery requests, it shall supplement its responses within ten (10) days.

INTERROGATORIES AND DOCUMENT REQUESTS

1. Produce the Tex Mex financial and operating data for 1994 and 1995 most comparable to the data reported by Class I railroads in the R-1 annual report. Specifically, produce the data kept by or available to Tex Mex most comparable to Schedules:

- 200 - Comparative Statement of Financial Position - Assets
- 210 - Results of Operations
- 220 - Retained Earnings
- 310 - Investments and Advances Affiliated Companies
- 330 - Road and Equipment Property and Improvements to Leased Property and Equipment
- 332 - Depreciation Base and Rates - Road and Equipment Owned and Used and Leased From Others
- 335 - Accumulated Depreciation - Road and Equipment Owned and Used
- 352A - Investment in Railroad Property Used in Transportation Service (By Company)
- 352B - Investment in Railway Property Used in Transportation Service (By Property Accounts)
- 410 - Railway Operating Expenses
- 412 - Way and Structures
- 414 - Rents for Interchanged Freight Train Cars and Other Freight-Carrying Equipment
- 415 - Supporting Schedule - Equipment
- 416 - Supporting Schedule - Road
- 417 - Specialized Service Subschedule - Transportation
- 418 - Supporting Schedule - Capital Leases
- 450 - Analysis of Taxes
- 510 - Separation of Debtholdings Between Road Property and Equipment
- 700 - Mileage Operated at Close of Year
- 702 - Miles of Road at Close of Year - By States and Territories (Single Track)
- 710 - Inventory of Equipment
- 710S - Unit Cost of Equipment Installed During the Year - Divided Between New and Rebuilt Units
- 720 - Track and Traffic Conditions
- 721 - Ties Laid in Replacement
- 722 - Ties Laid in Additional Tracks and In New Lines and Extensions
- 723 - Rails Laid in Replacement
- 724 - Rails Laid in Additional Tracks and In New Lines and Extensions
- 725 - Weight of Rail
- 726 - Summary of Track Replacements

750 - Consumption of Diesel Fuel
755 - Railroad Operating Statistics

If Tex Mex believes that the data produced are in any respect not comparable to the data reported by Class I railroads on Form R-1, Tex Mex should nevertheless produce the most comparable data in its possession, together with a full explanation (for each Schedule) of the respects in which Tex Mex believes that the data are not fully comparable with R-1 data.

2. Produce all 1994 and 1995 car loading reports and unloading reports, shown separately, which identify by location, by commodity, and by car type the traffic handled by Tex Mex in those years.

3. Has Tex Mex at any time in or after August 1995 discussed (in a meeting, in person, or by telephone) any of the following subjects with any representative of the United States Department of Justice, the United States Department of Transportation, or any other federal or state agency: the Proposed Transaction; the BN/Santa Fe Agreement; or railroad competition in the Western United States? If so, for each such meeting or discussion, provide the following:

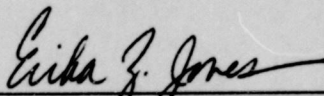
- (a) The federal or state agency involved;
- (b) The date of the meeting or discussion;
- (c) The participants on behalf of Tex Mex and the federal or state agency in the meeting or discussion;
- (d) A description of the subject matter of the meeting or discussion;
- (e) All documents provided by Tex Mex to the federal or state agency at or during the meeting or discussion;

(f) All other documents sent or provided to or received from the federal or state agency relating to the meeting or discussion; and

(g) All other documents relating in any way to the meeting or discussion.

4. For each interrogatory and document request (or part thereof), identify by name, address, position and responsibilities each person who assisted or participated in preparing or supplying any of the information or documents given in response to such interrogatory or document request (or part thereof.)

Respectfully submitted,



Erika Z. Jones
Adrian L. Steel, Jr.
Roy T. Englert, Jr.
Kathryn A. Kusske

Jeffrey R. Moreland
Richard E. Weicher
Janice G. Barber
Michael E. Roper
Sidney L. Strickland, Jr.

Burlington Northern
Railroad Company
3800 Continental Plaza
777 Main Street
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(817) 333-7954

Mayer, Brown & Platt
2000 Pennsylvania Avenue, N.W.
Washington, D.C. 20006
(202) 463-2000

and

The Atchison, Topeka and Santa Fe
Railway Company
1700 East Golf Road
Schaumburg, Illinois 60173
(708) 995-6887

Attorneys for Burlington Northern Railroad Company
and The Atchison, Topeka and Santa Fe Railway Company

February 26, 1996

CERTIFICATE OF SERVICE

I hereby certify that copies of Burlington Northern Railroad Company and The Atchison, Topeka and Santa Fe Railway Company's First Set of Interrogatories and Document Production Requests to The Texas Mexican Railway Company (BN/SF-33) have been served this 26th day of February, 1996, by fax and by first-class mail, postage prepaid on all persons on the Restricted Service List in Finance Docket No. 32760 and by hand-delivery on counsel for The Texas Mexican Railway Company.

Kelley E. O'Brien

Kelley E. O'Brien
Mayer, Brown & Platt
2000 Pennsylvania Avenue, N.W.
Suite 6500
Washington, D.C. 20006
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STB FD 32760 2-26-96 1 61417

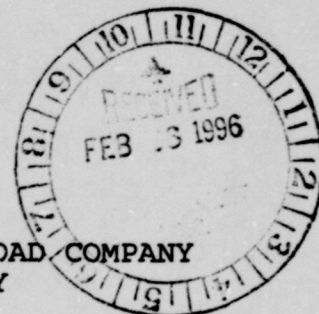
Item No. _____

Page Count _____

Feb # 278

BEFORE THE
SURFACE TRANSPORTATION BOARD

61417
UP/SP-127



Finance Docket No. 32760

UNION PACIFIC CORPORATION, UNION PACIFIC RAILROAD COMPANY
AND MISSOURI PACIFIC RAILROAD COMPANY

-- CONTROL AND MERGER --

SOUTHERN PACIFIC RAIL CORPORATION, SOUTHERN PACIFIC
TRANSPORTATION COMPANY, ST. LOUIS SOUTHWESTERN RAILWAY
COMPANY, SPCSL CORP. AND THE DENVER AND
RIO GRANDE WESTERN RAILROAD COMPANY

Docket No. AB-33 (Sub-No. 96)

UNION PACIFIC RAILROAD COMPANY

-- ABANDONMENT --

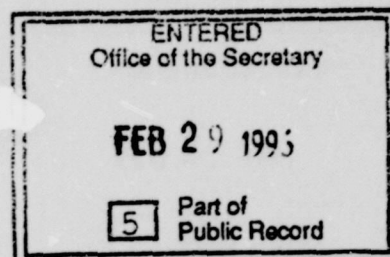
BARR-GIRARD LINE

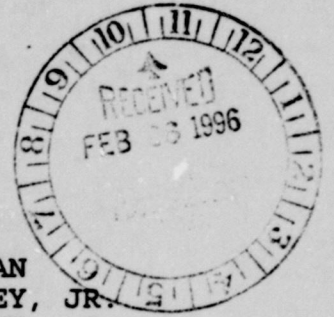
IN MENARD, SANGAMON AND MACOUPIN COUNTIES, ILLINOIS

APPLICANTS' FIRST SET OF DISCOVERY REQUESTS TO
SPRINGFIELD PLASTICS, INC., AND BRANDT CONSOLIDATED, INC.

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Attorneys for Southern
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Southern Pacific Transportation
Company, St. Louis Southwestern
Railway Company, SPCSL Corp. and
The Denver and Rio Grande
Western Railroad Company

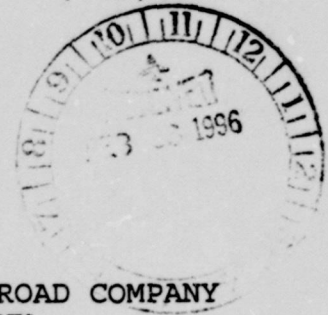
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Union Pacific Railroad Company
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(202) 662-5388

Attorneys for Union Pacific
Corporation, Union Pacific
Railroad Company and Missouri
Pacific Railroad Company

February. 26, 1996

BEFORE THE
SURFACE TRANSPORTATION BOARD



Finance Docket No. 32760

UNION PACIFIC CORPORATION, UNION PACIFIC RAILROAD COMPANY
AND MISSOURI PACIFIC RAILROAD COMPANY

-- CONTROL AND MERGER --

SOUTHERN PACIFIC RAIL CORPORATION, SOUTHERN PACIFIC
TRANSPORTATION COMPANY, ST. LOUIS SOUTHWESTERN RAILWAY
COMPANY, SPCSL CORP. AND THE DENVER AND
RIC GRANDE WESTERN RAILROAD COMPANY

Docket No. AB-33 (Sub-No. 96)

UNION PACIFIC RAILROAD COMPANY

-- ABANDONMENT --

BARR-GIRARD LINE

IN MENARD, SANGAMON AND MACOUPIN COUNTIES, ILLINOIS

APPLICANTS' FIRST SET OF DISCOVERY REQUESTS TO
SPRINGFIELD PLASTICS, INC., AND BRANDT CONSOLIDATED, INC.

Pursuant to 49 C.F.R. §§ 1114.26 and 1114.30, and
the Discovery Guidelines entered in this proceeding on
December 7, 1995, Applicants UPC, UPRR, MPRR, SPR, SPT, SSW,
SPCSL and DRGW direct the following interrogatories and
document requests to Springfield Plastics, Inc.

("Springfield"), and Brandt Consolidated, Inc. ("Brandt").

Responses should be served as soon as possible, and
in no event later than 15 days from the date of service
hereof. You are requested to contact the undersigned
promptly to discuss any objections or questions regarding
these requests with a view to resolving any disputes or issues
of interpretation informally and expeditiously.

DEFINITIONS AND INSTRUCTIONS

I. "Applicants" means UPC, UPRR, MPRR, SPR, SPT, SSW, SPCSL and DRGW.

II. "Board" means the Surface Transportation Board.

III. "BN/Santa Fe" means the Burlington Northern Railroad Company and The Atchison, Topeka and Santa Fe Railway Company.

IV. "The BN/Santa Fe Settlement Agreement" means the agreement between UP and SP and BN/Santa Fe dated September 25, 1994, as supplemented by the November 18, 1995 agreement between those parties.

V. "The BN/Santa Fe Settlement Agreement Lines" means the lines that BN/Santa Fe will receive trackage rights over or purchase under the BN/Santa Fe Settlement Agreement.

VI. "Brandt" means Brandt Consolidated, Inc.

VII. "CNW" means Chicago and North Western Railway Company.

VIII. "DRGW" means The Denver and Rio Grande Western Railroad Company.

IX. "Document" means any writing or other compilation of information, whether printed, typed, handwritten, recorded, or produced or reproduced by any other process, including but not limited to intra-company communications, correspondence, telegrams, memoranda, contracts, instruments, studies, projections, forecasts,

summaries or records of conversations or interviews, minutes or records of conferences or meetings, records or reports of negotiations, diaries, calendars, photographs, maps, tape recordings, computer tapes, computer disks, other computer storage devices, computer programs, computer printouts, models, statistical statements, graphs, charts, diagrams, plans, drawings, brochures, pamphlets, advertisements, circulars, trade letters, press releases, invoices, receipts, financial statements, accounting records, worksheets, drafts, revisions of drafts, and original or preliminary notes.

Further, the term "document" includes

- (a) both basic records and summaries of such records (including computer runs);
- (b) both original versions and copies that differ in any respect from original versions; and
- (c) both documents in the possession, custody or control of Springfield or Brandt and documents in the possession, custody or control of consultants or others who have assisted Springfield or Brandt in connection with this proceeding.

X. "The IC Settlement Agreement" means the agreement between UP and SP and Illinois Central Railroad Company dated January 30, 1996.

XI. "Identify," when used in relation to an individual, corporation, partnership or other entity, means to state the name, address and telephone number thereof.

"Identify," when used in relation to a document, means to

- (a) state the nature of the document (e.g., letter, memorandum, etc.);
- (b) state the author, each addressee, each recipient, date, number of pages, and title of the document; and
- (c) provide a brief description of the contents of the document.

XII. "MPRR" means Missouri Pacific Railroad Company.

XIII. "Produce" means to make legible, complete and exact copies of responsive documents and send them by expedited delivery to the undersigned counsel. The originals of responsive documents should be retained in the files of Springfield or Brandt, their counsel, or the consultants or others who have assisted Springfield or Brandt in connection with this proceeding and have documents in their possession, and made available if requested. Applicants will pay all reasonable costs for duplication and expedited delivery of documents to their attorneys.

XIV. "Relating to" a subject means referring to, discussing, describing, dealing with, consisting of, or constituting, in whole or in part, the subject.

XV. "SP" means SPT, SSW, SPCSL and DRGW.

XVI. "SPCSL" means SPCSL Corp.

XVII. "SPR" means Southern Pacific Rail Corporation.

XVIII. "SPT" means Southern Pacific Transportation Company.

XIX. "SSW" means St. Louis Southwestern Railway Company.

XX. "Shipper" means any user of rail services, including but not limited to a consignor, a consignee, and a receiver.

XXI. "Southern Pacific" means SPR and SP.

XXII. "Springfield" means Springfield Plastics, Inc.

XXIII. "This proceeding" means Finance Docket No. 32760 and all subdockets and related dockets.

XXIV. "UP" means UPRR and MPRR, including the former CNW.

XXV. "UPC" means Union Pacific Corporation.

XXVI. "UPRR" means Union Pacific Railroad Company.

XXVII. "The UP/SP merger" means the transactions proposed in this proceeding, including all related applications.

XXVIII. "Union Pacific" means UP and UPC.

XXIX. "The Utah Railway Settlement Agreement" means the agreement between UP and SP and Utah Railway Company dated January 17, 1996.

XXX. "You" means Springfield and Brandt.

XXXI. Discovery responses should be supplemented when a supplemental response is required pursuant to 49 C.F.R. § 1114.29.

XXXII. Documents need not be produced if they have been produced by Applicants in this proceeding.

XXXIII. Produce a privilege log in accordance with the guidelines established at the December 20, 1995 discovery conference (Tr., pp. 313-14).

XXXIV. References to railroads, shippers, consultants or companies (including Springfield and Brandt) include affiliates, subsidiaries, officers, directors, employees, attorneys, agents and representatives thereof.

XXXV. All uses of the conjunctive include the disjunctive and vice versa. Words in the singular include the plural and vice versa.

XXXVI. Unless otherwise specified, these requests cover the period January 1, 1993 and thereafter.

INTERROGATORIES

1. State the business name and address of each facility owned, operated or affiliated with you (regardless of whether it is located on the Barr-Girard rail line). Give a brief description of the business activity carried on at each facility and whether the facility is served by rail.

2. State:

- (a) the nature of the affiliation between Brandt and Springfield (for example, "parent," "wholly owned subsidiary," "common ownership," etc.);
- (b) if the affiliation is due to common ownership, the names and addresses of the common owners.

3. State the commodities (and STCC codes, if known) you have received or forwarded by rail over the Barr-Girard rail line during 1994 and 1995.

4. With respect to the commodities identified in your response to Interrogatory No. 3, state whether you received or forwarded any of these commodities by truck during 1994 or 1995 at any of your facilities, regardless of whether located on the Barr-Girard line).

5. If the answer to Interrogatory No. 4 is affirmative, state separately by shipment:

- (a) the date of the shipment;
- (b) the consignor and consignee of the shipment;

- (c) the type and amount of the commodity transported in the shipment;
- (d) the origin-destination pair between which the shipment moved;
- (e) the facility of yours which forwarded or received the shipment;
- (f) if the shipment moved over a transload facility, the name and address of the facility; and
- (g) the name of the motor carrier that transported the shipment (if transported in trucks owned or operated by you, so indicate).

6. State whether, during the period January 1, 1993 through the date of your response, you have received any solicitations from a transload facility or from a motor or rail carrier, other than UP or CNW, for the transportation of any of the commodities identified in your response to Interrogatory No. 3.

7. If the answer to Interrogatory 6 is affirmative, state:

- (a) the name and business address of each transload facility or carrier which solicited you;
- (b) a brief description of the substance of the solicitation; and
- (c) your response to the solicitation.

8. State whether, during the period January 1, 1993 through the date of your response, you have contacted a transload, or a motor or rail carrier (other than UP or CNW) for a proposal or quotation covering the transportation of any of the commodities identified in your answer to Interrogatory No. 3.

9. If your answer to Interrogatory No. 7 is affirmative, state with respect to each such contact:

- (a) the name and business address of the transload facility or carrier contacted;
- (b) whether you received a proposal or quotation from the transload or carrier, and if so, a brief description of the proposal or quotation; and
- (c) your response to the proposal or quotation.

10. State the names and business addresses of any motor carrier that handled any of the commodities received or forwarded at your facilities on the Barr-Girard rail line.

11. State the number and size of any trucks owned or operated by you and the business uses of such trucks.

12. State the names and business addresses of the facilities which you believe to be competitors for the commodities produced by Springfield (not including Brandt) at its facilities on the Barr-Girard rail line. If the number of competitors is greater than five, so indicate and state the

names and addresses of the firms you believe to be the five principal competitors.

13. State the names and business addresses of the facilities you believe to be competitors for the commodities sold or distributed by Brandt (not including Springfield) from its facilities on the Barr-Girard line. If the number of competitor is greater than five, so indicate and state the names and addresses of the firms you believe to be the five principal competitors.

DOCUMENT REQUESTS

1. Produce copies of annual reports, for the two most recent years available, for Springfield, Brandt, and each of Springfield's and Brandt's affiliates and subsidiaries. To the extent that Springfield, Brandt, or any of their affiliates and subsidiaries do not create annual reports, you may furnish any existing financial reports or statements that show the financial results of the operations for these years. This document production request covers only reports or statements that already exist, and does not require any such reports or statements to be created.

2. Produce copies of all bills or invoices you received from your suppliers for commodities transported by rail to your facilities on the Barr-Girard rail line during 1995.

Respectfully submitted,

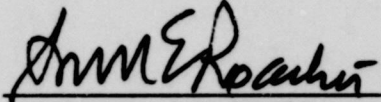
CANNON Y. HARVEY
LOUIS P. WARCHOT
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Southern Pacific
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One Market Plaza
San Francisco, California 94105
(415) 541-1000

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(202) 973-7601

Attorneys for Southern
Pacific Rail Corporation,
Southern Pacific Transportation
Company, St. Louis Southwestern
Railway Company, SPCSL Corp. and
The Denver and Rio Grande
Western Railroad Company

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(610) 861-3290

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Missouri Pacific Railroad Company
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Omaha, Nebraska 68179
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MICHAEL L. ROSENTHAL
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Attorneys for Union Pacific
Corporation, Union Pacific
Railroad Company and Missouri
Pacific Railroad Company

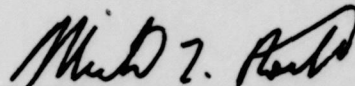
February 26, 1996

CERTIFICATE OF SERVICE

I, Michael L. Rosenthal, certify that, on this 26th day of February, 1996, I caused a copy of the foregoing document to be served by overnight delivery on Thomas F. McFarland, Jr., Esq., counsel for Springfield Plastics, Inc., and Brandt Consolidated, Inc., at Belnap, Spencer, McFarland & Herman, 20 North Wacker Drive - Suite 3118, Chicago, IL 60606-3101, and by first-class mail, postage prepaid, or by a more expeditious manner of delivery on all parties appearing on the restricted service list established pursuant to paragraph 9 of the Discovery Guidelines in Finance Docket No. 32760, and on

Director of Operations
Antitrust Division
Suite 500
Department of Justice
Washington, D.C. 20530

Premarmer Notification Office
Bureau of Competition
Room 303
Federal Trade Commission
Washington, D.C. 20580



Michael L. Rosenthal

STB

FD

32760

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Item No. _____

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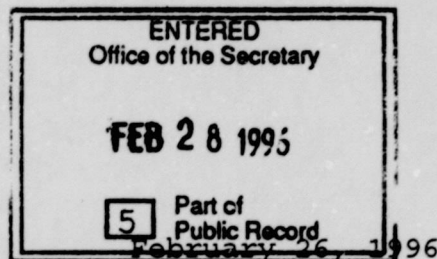
____ PENNSYLVANIA AVENUE, N.W.

WASHINGTON, D.C. 20006-1882

202-463-2000
TELEX 892603
FACSIMILE
202-861-0473

CHICAGO
MINN -
BRUSSELS
HOUSTON
LONDON
LOS ANGELES
NEW YORK
MEXICO CITY CORRESPONDENT
JAUREGUI, NAVARETTE, NADER Y ROJAS

ERIKA Z. JONES
202-778-0642



TO ALL PARTIES OF RECORD:

Re: Finance Docket No. 32760, Union Pacific
Corporation, et al. -- Control and Merger --
Southern Pacific Corporation, et al.

Pursuant to Decision No. 16, the Burlington Northern Railroad Company ("BN") and The Atchison, Topeka and Santa Fe Railway Company ("Santa Fe") provide the following list of numbered pleadings that have been filed by BN and/or Santa Fe in this proceeding:

- SF-1 Notice of Appearance of Santa Fe Pacific Corporation and The Atchison, Topeka and Santa Fe Railway Company
- SF-2 Partial Objection to Notice of Intent
- BN-1 Notice of Appearance of Burlington Northern Railroad Company
- BN/SF-1 BN/Santa Fe's Comments on the Primary Application
- BN/SF-2 Objections of Burlington Northern Railroad Company and The Atchison, Topeka and Santa Fe Railway Company to International Paper Company's First Interrogatories and Request For Documents
- BN/SF-3 Objections of Burlington Northern Railroad Company and The Atchison, Topeka and Santa Fe Railway Company to Conrail's First Requests for the Production of Documents
- BN/SF-4 Burlington Northern Railroad Company and The Atchison, Topeka and Santa Fe Railway Company's Notice of Intent to Participate

- BN/SF-5 Responses and Objections of Burlington Northern Railroad and The Atchison, Topeka and Santa Fe Railway Company to International Paper Company's First Interrogatories And Request For Production of Documents
- BN/SF-6 Responses and Objections of Burlington Northern Railroad Company and The Atchison, Topeka and Santa Fe Railway Company to Consolidated Rail Corporation's First Requests For the Production of Documents
- BN/SF-7 Objections of Burlington Northern Railroad Co and The Atchison, Topeka and Santa Fe Railway Company to Entergy Services, Inc.'s First Set of Interrogatories and Document Production Requests
- BN/SF-8 Objections of Burlington Northern Railroad Company and The Atchison, Topeka and Santa Fe Railway Company, to First Set of Interrogatories and Requests For Production of Documents of Kennecott Utah Copper & Kennecott Energy Company
- BN/SF-9 Objections of Burlington Northern Railroad Company and The Atchison, Topeka & Santa Fe Railway Company to Arizona Electric Power Cooperative, Inc.'s First Set of Interrogatories and Document Request to BN/SF
- BN/SF-10 Responses and Objections of Burlington Northern Railroad Company and The Atchison, Topeka and Santa Fe Railway Company to Entergy Services, Inc.'s First Set of Interrogatories and Document Production Requests
- BN/SF-11 Objections of Burlington Northern Railroad Co. and The Atchison, Topeka and Santa Fe Railway Co. to Western Coal Traffic League's First Set of Interrogatories and Document Production Requests to BN/Santa Fe
- BN/SF-12 Objections of Burlington Northern Railroad Co. and The Atchison, Topeka and Santa Fe Railway Co. to Consolidated Rail Corp.'s First Set of Interrogatories and Second Set of Requests for the Production of Documents to BNSF Corporation
- BN/SF-13 Objections of Burlington Northern Railroad Company and The Atchison, Topeka and Santa Fe Railway Company to the Society of the Plastic Industry, Inc.'s First Set of Interrogatories and Data Requests on Burlington Northern Railroad Company and The Atchison, Topeka and Santa Fe Railway Company

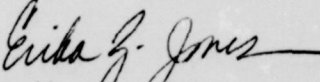
- BN/SF-14 Objections of Burlington Northern Railroad Company and The Atchison, Topeka and Santa Fe Railway Company to The Society of the Plastics Industry, Inc.'s First Request For Admissions on Burlington Northern Railroad Company and The Atchison, Topeka, and Santa Fe Railway Company
- BN/SF-15 Objections of Burlington Northern Railroad Company and The Atchison, Topeka and Santa Fe Railway Company to The Texas Mexican Railway Company's First Interrogatories to Burlington Northern Santa Fe For Production of Documents
- BN/SF-16 Objections of Burlington Northern Railroad Company and The Atchison, Topeka and Santa Fe Railway Company to The Texas Mexican Railway Company's First Request to Burlington Northern Santa Fe For Production of Documents
- BN/SF-17 Objections and Responses of Burlington Northern Railroad Company and The Atchison, Topeka and Santa Fe Railway Company to First Set of Interrogatories and Requests For Production of Documents of Kennecott Utah Copper Corp. and Kennecott Energy Company
- BN/SF-18 Objections of Burlington Northern Railroad Company and The Atchison, Topeka and Santa Fe Railway Company to Consolidated Rail Corp.'s Third Request to BNSF Corporation For the Production of Documents
- BN/SF-19 Responses and Objections of Burlington Northern Railroad Company and The Atchison, Topeka and Santa Fe Railway Company to Arizona Electric Power Cooperative, Inc.'s First Set of Interrogatories and Document Production Requests to BN/Santa Fe
- BN/SF-20 Responses and Objections of Burlington Northern Railroad Company and The Atchison, Topeka and Santa Fe Railway Company to Consolidated Rail Corporation's First Set of Interrogatories and Second Set of Requests For the Production of Documents to BNSF Corporation
- BN/SF-21 Responses and Objections of Burlington Northern Railroad Company and The Atchison, Topeka and Santa Fe Railway Company to Western Coal Traffic League's First Set of Interrogatories and Document Production Requests to BN/Santa Fe

All Parties of Record
February 26, 1996
page 4

- BN/SF-22 Responses and Objections of Burlington Northern Railroad Company and The Atchison, Topeka and Santa Fe Railway Company to The Texas Mexican Railway Company's First Interrogatories to Burlington Northern Santa Fe
- BN/SF-23 Responses and Objections of Burlington Northern Railroad Company and The Atchison, Topeka and Santa Fe Railway Company to The Texas Mexican Railway Company's First Request to Burlington Northern Santa Fe for Production of Documents
- BN-SF/24 Responses and Objections of Burlington Northern Railroad Company and The Atchison, Topeka and Santa Fe Railway Company to The Society of the Plastics Industry, Inc.'s First Set of Interrogatories and Data Requests on Burlington Northern Railroad Company and The Atchison, Topeka, and Santa Fe Railway Company
- BN/SF-25 Responses and Objections of Burlington Northern Railroad Company and The Atchison, Topeka and Santa Fe Railway Company to The Society of the Plastics Industry, Inc.'s First Request for Admissions on Burlington Northern Railroad Company and the Atchison, Topeka, and Santa Fe Railway Company
- BN/SF-26 Responses and Objections of Burlington Northern Railroad Company and The Atchison, Topeka and Santa Fe Railway Company to Consolidated Rail Corporation's Third Request to BNSF Corporation For the Production of Documents

Parties wishing to obtain copies of any of these pleadings should complete the fax sheet attached to this letter and fax it to Kelley O'Brien at (202) 861-0473.

Sincerely,


Erika Z. Jones

cc: The Honorable Jerome Nelson
The Honorable Vernon Williams

FAX SHEETTo: Kelley E. O'BrienFax #: (202) 861-0473Firm: Mayer, Brown & PlattConfirm #: (202) 778-0607

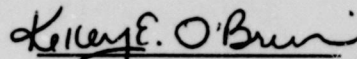
From: _____

Pages: 1

**REQUEST FOR BN/SANTA FE PLEADINGS IN
FINANCE DOCKET NO. 32760****Person Making Request:**_____
(Name)_____
(Address)_____
(Telephone #)**Request Is Made
On Behalf Of:**_____
(Name of Party of Record)**List of Requested
BN/Santa Fe Pleadings:**BN- _____
(list BN-# Pleading #'s Requested)SF- _____
(list SF-# Pleading #'s Requested)BN/SF- __________
(list all BN/SF-# Pleading #'s Requested)

CERTIFICATE OF SERVICE

I hereby certify that, pursuant to Decision No. 16 in Finance Docket No. 32760, copies of a letter from Erika Z. Jones listing all numbered pleadings filed by the Burlington Northern Railroad Company and/or The Atchison, Topeka and Santa Fe Railway Company were served via First Class Mail on all parties of record.



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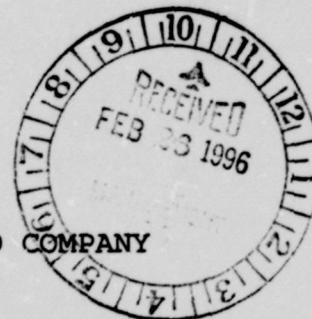
Item No. _____

Page Count 17

FEB 23 1996

BEFORE THE
TRANSPORTATION BOARD

UP/SP-122



Finance Docket No. 32760

UNION PACIFIC CORPORATION, UNION PACIFIC RAILROAD COMPANY
AND MISSOURI PACIFIC RAILROAD COMPANY

-- CONTROL AND MERGER --

SOUTHERN PACIFIC RAIL CORPORATION, SOUTHERN PACIFIC
TRANSPORTATION COMPANY, ST. LOUIS SOUTHWESTERN RAILWAY
COMPANY, SPCSL CORP. AND THE DENVER AND
RIO GRANDE WESTERN RAILROAD COMPANY

ENTERED
Office of the Secretary

FEB 27 1996

5 Part of
Public Record

APPLICANTS' FIRST SET OF INTERROGATORIES
AND REQUESTS FOR PRODUCTION OF DOCUMENTS
TO MONTANA RAIL LINK, INC.

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February 26, 1996

BEFORE THE
SURFACE TRANSPORTATION BOARD

Finance Docket No. 32760

UNION PACIFIC CORPORATION, UNION PACIFIC RAILROAD COMPANY
AND MISSOURI PACIFIC RAILROAD COMPANY
-- CONTROL AND MERGER --
SOUTHERN PACIFIC RAIL CORPORATION, SOUTHERN PACIFIC
TRANSPORTATION COMPANY, ST. LOUIS SOUTHWESTERN RAILWAY
COMPANY, SPCSL CORP. AND THE DENVER AND
RIO GRANDE WESTERN RAILROAD COMPANY



APPLICANTS' FIRST SET OF INTERROGATORIES
AND REQUESTS FOR PRODUCTION OF DOCUMENTS
TO MONTANA RAIL LINK, INC.

Pursuant to 49 C.F.R. §§ 1114.26 and 1114.30, and
the Discovery Guidelines entered in this proceeding on
December 7, 1995, Applicants UPC, UPRR, MPRR, SPR, SPT, SSW,
SPCSL and DRGW direct the following interrogatories and
document requests to Montana Rail Link, Inc. ("MRL").

Responses should be served as soon as possible, and
in no event later than 15 days from the date of service
hereof. MRL is requested to contact the undersigned promptly
to discuss any objections or questions regarding these
requests with a view to resolving any disputes or issues of
interpretation informally and expeditiously.

DEFINITIONS AND INSTRUCTIONS

- I. "Applicants" means UPC, UPRR, MPRR, SPR, SPT,
SSW, SPCSL and DRGW.
- II. "Board" means the Surface Transportation Board.

III. "BN/Santa Fe" means the Burlington Northern Railroad Company and The Atchison, Topeka and Santa Fe Railway Company.

IV. "The BN/Santa Fe Settlement Agreement" means the agreement between UP and SP and BN/Santa Fe dated September 25, 1994, as supplemented by the November 18, 1995 agreement between those parties.

V. "The BN/Santa Fe Settlement Agreement Lines" means the lines that BN/Santa Fe will receive trackage rights over or purchase under the BN/Santa Fe Settlement Agreement.

VI. "CNW" means Chicago and North Western Railway Company.

VII. "DRGW" means The Denver and Rio Grande Western Railroad Company.

VIII. "Document" means any writing or other compilation of information, whether printed, typed, handwritten, recorded, or produced or reproduced by any other process, including but not limited to intra-company communications, correspondence, telegrams, memoranda, contracts, instruments, studies, projections, forecasts, summaries or records of conversations or interviews, minutes or records of conferences or meetings, records or reports of negotiations, diaries, calendars, photographs, maps, tape recordings, computer tapes, computer disks, other computer storage devices, computer programs, computer printouts,

models, statistical statements, graphs, charts, diagrams, plans, drawings, brochures, pamphlets, advertisements, circulars, trade letters, press releases, invoices, receipts, financial statements, accounting records, worksheets, drafts, revisions of drafts, and original or preliminary notes.

Further, the term "document" includes

- (a) both basic records and summaries of such records (including computer runs);
- (b) both original versions and copies that differ in any respect from original versions; and
- (c) both documents in the possession, custody or control of MRL and documents in the possession, custody or control of consultants or others who have assisted MRL in connection with this proceeding.

IX. "The IC Settlement Agreement" means the agreement between UP and SP and Illinois Central Railroad Company dated January 30, 1996.

X. "Identify," when used in relation to an individual, corporation, partnership or other entity, means to state the name, address and telephone number thereof.

"Identify," when used in relation to a document, means to

- (a) state the nature of the document (e.g., letter, memorandum, etc.);

- (b) state the author, each addressee, each recipient, date, number of pages, and title of the document; and
- (c) provide a brief description of the contents of the document.

XI. "MPRR" means Missouri Pacific Railroad Company.

XII. "MRL" means Montain Rail Link, Inc.

XIII. "Produce" means to make legible, complete and exact copies of responsive documents and send them by expedited delivery to the undersigned counsel. The originals of responsive documents should be retained in the files of MRL, its counsel, or the consultants or others who have assisted MRL in connection with this proceeding and have documents in their possession, and made available if requested. Applicants will pay all reasonable costs for duplication and expedited delivery of documents to their attorneys.

XIV. "Relating to" a subject means referring to, discussing, describing, dealing with, consisting of, or constituting, in whole or in part, the subject.

XV. "SP" means SPT, SSW, SPCSL and DRGW.

XVI. "SPCSL" means SPCSL Corp.

XVII. "SPR" means Southern Pacific Rail Corporation.

XVIII. "SPT" means Southern Pacific Transportation Company.

XIX. "SSW" means St. Louis Southwestern Railway Company.

XX. "Shipper" means any user of rail services, including but not limited to a consignor, a consignee, and a receiver.

XXI. "Southern Pacific" means SPR and SP.

XXII. "This proceeding" means Finance Docket No. 32760 and all subdockets and related dockets.

XXIII. "UP" means UPRR and MPRR, including the former CNW.

XXIV. "UPC" means Union Pacific Corporation.

XXV. "UPRR" means Union Pacific Railroad Company.

XXVI. "The UP/SP merger" means the transactions proposed in this proceeding, including all related applications.

XXVII. "Union Pacific" means UP and UPC.

XXVIII. "The Utah Railway Settlement Agreement" means the agreement between UP and SP and Utah Railway Company dated January 17, 1996.

XXIX. Discovery responses should be supplemented when a supplemental response is required pursuant to 49 C.F.R. § 1114.29.

XXX. Documents need not be produced if they have been produced by Applicants in this proceeding.

XXXI. Produce a privilege log in accordance with the guidelines established at the December 20, 1995 discovery conference (Tr., pp. 313-14).

XXXII. References to railroads, shippers, consultants or companies (including MRL) include affiliates, subsidiaries, officers, directors, employees, attorneys, agents and representatives thereof.

XXXIII. All uses of the conjunctive include the disjunctive and vice versa. Words in the singular include the plural and vice versa.

XXXIV. Unless otherwise specified, these requests cover the period January 1, 1993 and thereafter.

INTERROGATORIES

1. Identify and describe in detail any agreements that MRL has with any other party to this proceeding regarding positions or actions to be taken in this proceeding. Routine procedural agreements, such as agreements concerning the order of questioning at depositions or the avoidance of duplicative discovery, need not be identified. If MRL contends that any such agreement is privileged, state the parties to, date of, and general subject of the agreement.

DOCUMENT REQUESTS

1. Produce no later than April 1, 1996 (a) all workpapers underlying any submission that MRL makes on or about March 29, 1996 in this proceeding, and (b) all publications, written testimony and transcripts of any witnesses presenting testimony for MRL on or about March 29, 1996 in this proceeding.
2. Produce all documents relating to benefits or efficiencies that will result from the UP/SP merger.
3. Produce all documents relating to potential traffic impacts of the UP/SP merger.
4. Produce all documents relating to competitive impacts of the UP/SP merger, including but not limited to effects on (a) market shares, (b) source or destination competition, (c) transloading options, or (d) build-in options.
5. Produce all documents relating to the BN/Santa Fe Settlement Agreement.
6. Produce all documents relating to the IC Settlement Agreement.
7. Produce all documents relating to the Utah Railway Settlement Agreement.
8. Produce all documents relating to conditions that might be imposed on approval of the UP/SP merger.

9. Produce all studies, reports or analyses relating to actual or potential competition between UP and SP.

10. Produce all studies, reports or analyses relating to competition between single-line and interline rail transportation.

11. Produce all studies, reports or analyses relating to the benefits of any prior rail merger or rail mergers generally.

12. Produce all studies, reports or analyses relating to the financial position or prospects of SP.

13. Produce all communications with other parties to this proceeding relating to the UP/SP merger or the BN/Santa Fe Settlement Agreement, and all documents relating to such communications. This request excludes documents already served on Applicants.

14. Produce all presentations, solicitation packages, form verified statements, or other materials used to seek support from shippers, public officials, railroads or others for the position of MRL or any other party in this proceeding.

15. Produce all presentations, letters, memoranda, white papers or other documents sent or given to DOJ, DOT, any state Governor's, Attorney General's or Public Utilities Commission's (or similar agency's) office, any Mexican government official, any other government official, any

security analyst, any bond rating agency, any consultant, any financial advisor or analyst, any investment banker, any chamber of commerce, or any shipper or trade organization relating to the UP/SP merger.

16. Produce all notes of any meetings with DOJ, DOT, any state Governor's, Attorney General's or Public Utilities Commission's (or similar agency's) office, any Mexican government official, any other government official, any security analyst, any bond rating agency, any consultant, any financial advisor or analyst, any investment banker, any chamber of commerce, or any shipper or trade organization relating to the UP/SP merger.

17. Produce all documents relating to shipper surveys or interviews concerning (a) the UP/SP merger or any possible conditions to approval of the merger, or (b) the quality of service or competitiveness of any railroad.

18. Produce all documents relating to the price to be paid for, or the value of, any UP or SP lines that might be sold as a condition to approval of, or otherwise in connection with, the UP/SP merger.

19. Produce all documents relating to trackage rights compensation for any of the BN/Santa Fe Settlement Agreement Lines or any other line of UP or SP that might be the subject of a proposed trackage rights condition in this proceeding.

20. Produce all documents relating to actual or estimated maintenance-and-operating costs, taxes and return-to-capital costs with respect to any of the BN/Santa Fe Settlement Agreement Lines or any other line of UP or SP that might be the subject of a proposed trackage rights condition in this proceeding.

21. Produce all documents relating to any agreement or understanding that MRL has with any other party to this proceeding regarding positions or actions to be taken in this proceeding. Documents relating to routine procedural agreements, such as agreements concerning the order of questioning at depositions or the avoidance of duplicative discovery, need not be produced.

22. Produce all presentations to, and minutes of, the board of directors of MRL relating to the UP/SP merger or conditions to be sought by any party in this proceeding.

23. Produce all studies, reports or analyses relating to collusion among competing railroads or the risk thereof.

24. Produce all studies, reports or analyses relating to the terms for or effectiveness of trackage rights.

25. Produce all MRL business plans or strategic plans.

26. Produce all computerized 100% MRL traffic data for 1994, containing at least the fields listed in Attachment

A hereto, a Rule 11 or other rebilling indicator, gross freight revenue, and freight revenue net of allowances, refunds, discounts or other revenue offsets, together with documentation explaining the record layout and the content of the fields. To the extent particular items are unavailable in machine-readable form, (a) provide them in hard-copy form, and (b) provide any similar machine-readable data.

27. Produce all documents relating to MRL's financial support for, establishment of, participation in, or relationship with the "Coalition for Competitive Rail Transportation."

28. Produce all documents relating to discussions between MRL and Applicants in August or September 1995 concerning possible line sales, trackage rights or other agreements in regard to this proceeding. Except to the extent that Applicants may be required to do so, MRL need not produce documents depicting the back-and-forth of negotiations.

29. Produce all documents relating to the acquisition by any person of all or any portion of SP or MRL's interest in such an acquisition.

30. Produce all documents relating to possible operations by MRL over, or capital investments by MRL in, lines of UP or SP.

31. Produce each current haulage or trackage rights agreement in effect between MRL and any other railroad.

32. Produce all studies, reports or analyses relating to competition in freight transportation services for shipments to or from West Coast ports.

33. Produce all public statements by MRL's President or other top executives relating to the UP/SP merger.

34. Produce MRL's annual reports to stockholders for years 1991 through 1995.

35. Produce all documents relating to any possible breakup or bankruptcy of SP.

36. Produce all documents relating to MRL's reasons for opposing the UP/SP merger or seeking to acquire any portion of SP in connection with the UP/SP merger.

Respectfully submitted,

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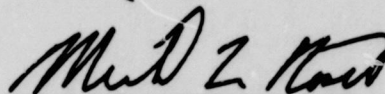
February 26, 1996

CERTIFICATE OF SERVICE

I, Michael L. Rosenthal, certify that, on this 26th day of February, 1996, I caused a copy of the foregoing document to be served by hand on Mark H. Sidman, counsel for Montana Rail Link, Inc., at Weiner, Brodsky, Sidman & Kider, P.C., 1350 New York Avenue, N.W., Suite 800, Washington, D.C. 20005, and by first-class mail, postage prepaid, or by a more expeditious manner of delivery on all parties appearing on the restricted service list established pursuant to paragraph 9 of the Discovery Guidelines in Finance Docket No. 32760, and on

Director of Operations
Antitrust Division
Suite 500
Department of Justice
Washington, D.C. 20530

Premarmer Notification Office
Bureau of Competition
Room 303
Federal Trade Commission
Washington, D.C. 20580



Michael L. Rosenthal

Attachment A

Commodity Code (STCC)
Hazardous Commodity Code
Shipper Name
Origin City
Origin State
Origin SPLC
Origin FSAC
Receiver Name
Destination City
Destination State
Destination SPLC
Destination FSAC
Car Initial
Car Number
Waybill Number
Waybill Date (yy/mm/dd)
Type Move Indicator
AAR Car Type
Origin Railroad
Railroad From
Railroad To
Destination Railroad
On Junction
Off Junction
Net Tons
Freight Revenue
Unit Count
Carload Count
Trailer/Container Count
First Railroad - RR Code
First Railroad - Alpha
Interchange Received Junction #1
First Railroad - Split Revenue
First Railroad Distance
Second Railroad - RR Code
Second Railroad - Alpha
Interchange Received Junction #2
Second Railroad - Split Revenue
Second Railroad Distance
Third Railroad - RR Code
Third Railroad - Alpha
Interchange Received Junction #3
Third Railroad - Split Revenue
Third Railroad Distance
Fourth Railroad - RR Code
Fourth Railroad - Alpha
Interchange Received Junction #4
Fourth Railroad - Split Revenue
Fourth Railroad Distance
Fifth Railroad - RR Code

Fifth Railroad - Alpha
Interchange Received Junction #5
Fifth Railroad - Split Revenue
Fifth Railroad Distance
Sixth Railroad - RR Code
Sixth Railroad - Alpha
Interchange Received Junction #6
Sixth Railroad - Split Revenue
Sixth Railroad Distance
Seventh Railroad - RR Code
Seventh Railroad - Alpha
Interchange Received Junction #7
Seventh Railroad - Split Revenue
Seventh Railroad Distance
Eighth Railroad - RR Code
Eighth Railroad - Alpha
Interchange Received Junction #8
Eighth Railroad - Split Revenue
Eighth Railroad Distance
Ninth Railroad - RR Code
Ninth Railroad - Alpha
Interchange Received Junction #9
Ninth Railroad - Split Revenue
Ninth Railroad Distance
Tenth Railroad - RR Code
Tenth Railroad - Alpha
Interchange Received Junction #10
Tenth Railroad - Split Revenue
Tenth Railroad Distance
Eleventh Railroad - RR Code
Eleventh Railroad - Alpha
Interchange Received Junction #11
Eleventh Railroad - Split Revenue
Eleventh Railroad Distance
Car Ownership Code
Mechanical Designation
Tare Weight
Railroad System Revenue
Railroad System Miles
Railroad Ton Miles

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Item No. _____

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BEFORE THE
SURFACE TRANSPORTATION BOARD

Finance Docket No. 32760

UNION PACIFIC CORPORATION, UNION PACIFIC RAILROAD COMPANY
AND MISSOURI PACIFIC RAILROAD COMPANY

-- CONTROL AND MERGER --

SOUTHERN PACIFIC RAIL CORPORATION, SOUTHERN PACIFIC
TRANSPORTATION COMPANY, ST. LOUIS SOUTHWESTERN RAILWAY
COMPANY, SPCSL CORP. AND THE DENVER AND
RIO GRANDE WESTERN RAILROAD COMPANY

APPLICANTS' OBJECTIONS TO THE TEAMSTERS'
FIRST SET OF INTERROGATORIES AND REQUESTS FOR PRODUCTION
OF DOCUMENTS TO PACIFIC MOTOR TRANSPORT AND APPLICANTS

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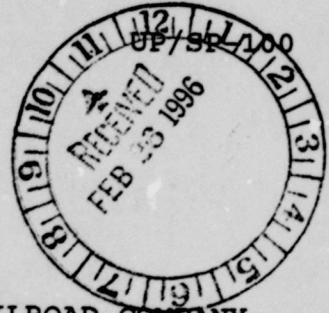
Attorneys for Union Pacific
Corporation, Union Pacific
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Pacific Railroad Company

February 26, 1996

UP/SP-100



BEFORE THE
SURFACE TRANSPORTATION BOARD



Finance Docket No. 32760

UNION PACIFIC CORPORATION, UNION PACIFIC RAILROAD COMPANY
AND MISSOURI PACIFIC RAILROAD COMPANY

-- CONTROL AND MERGER --

SOUTHERN PACIFIC RAIL CORPORATION, SOUTHERN PACIFIC
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APPLICANTS' OBJECTIONS TO THE TEAMSTERS'
FIRST SET OF INTERROGATORIES AND REQUESTS FOR PRODUCTION
OF DOCUMENTS TO PACIFIC MOTOR TRANSPORT AND APPLICANTS

Applicants UPC, UPRR, MPRR, SPR, SPT, SSW, SPCSL and DRGW submit the following objections to the discovery requests served by the International Brotherhood of Teamsters on February 16, 1996 and directed jointly to Pacific Motor Transport Company and Applicants. These objections are made pursuant to paragraph 1 of the Discovery Guidelines applicable to this proceeding, which provides that objections to discovery requests shall be made "by means of a written objection containing a general statement of the basis for the objection."

Applicants intend to file written responses to the discovery requests. It is necessary and appropriate at this stage, however, for Applicants to preserve their right to assert permissible objections.

GENERAL OBJECTIONS

The following objections are made with respect to all of the interrogatories and document requests.

1. Applicants object to production of documents or information subject to the attorney-client privilege.

2. Applicants object to production of documents or information subject to the work product doctrine.

3. Applicants object to production of documents prepared in connection with, or information relating to, possible settlement of this or any other proceeding.

4. Applicants object to production of public documents that are readily available, including but not limited to documents on public file at the Board or the Securities and Exchange Commission or clippings from newspapers or other public media.

5. Applicants object to the production of draft verified statements and documents related thereto. In prior railroad consolidation proceedings, such documents have been treated by all parties as protected from production.

6. Applicants object to providing information or documents that are as readily obtainable by IBT from its own files.

7. Applicants object to the extent that the interrogatories and document requests seek highly confidential or sensitive commercial information (including inter alia, contracts containing confidentiality clauses prohibiting

disclosure of their terms) that is of insufficient relevance to warrant production even under a protective order.

8. Applicants object to the definitions of "relating to," "related to" and concerning as unduly vague.

9. Applicants object to Instructions 2, 3, 5, 6, 7, 8 and 10 to the extent that they seek to impose requirements that exceed those specified in the applicable discovery rules and guidelines.

10. Applicants object to Instructions 2, 3, 5, 6, 7, 8, and 10 as unduly burdensome.

11. Applicants object to the interrogatories and document requests to the extent that they call for the preparation of special studies not already in existence.

12. Applicants object to the interrogatories and document requests as overbroad and unduly burdensome to the extent that they seek information or documents for periods prior to January 1, 1993.

13. Applicants object to the extent that the discovery requests purport to be directed to the non-applicant Pacific Motor Transport Company, or to seek information or documents from Pacific Motor.

ADDITIONAL OBJECTIONS TO SPECIFIC
INTERROGATORIES AND DOCUMENT REQUESTS

In addition to the General Objections, Applicants make the following objections to the interrogatories and document requests.

Interrogatory No. 1: "Identify any studies or analyses conducted by PMT or Applicants concerning whether traffic now carried over the road by PMT will be diverted to intermodal rail as a result of the merger of UP and SP. Identify any documents that relate to such studies or analyses."

Additional Objections: Applicants object to this interrogatory as unduly burdensome.

Interrogatory No. 2: "Identify any studies or analyses conducted by PMT or applicants concerning possible changes in the number of over the road drivers employed by PMT as a result of the merger of UP and SP. Identify any documents that relate to such studies or analyses."

Additional Objections: Applicants object to this interrogatory as unduly burdensome.

Interrogatory No. 3: "Identify the factors that PMT considers in determining whether to transport cargoes by intermodal rail as opposed to over the road truck. Describe how such factors are applied to determine by which mode a particular shipment or a class of shipments will be transported. Identify any documents relating to the application of such factors to the decision to transport cargoes by intermodal rail as opposed to over the road truck."

Additional Objections: Applicants object to this interrogatory as unduly vague and unduly burdensome, and overbroad in that it includes requests for information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence.

Interrogatory No. 4: "Identify all changes in PMT's operational procedures and organization that will result from the UP/SP merger."

Additional Objections: Applicants object to this interrogatory in that it includes requests for information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence.

Interrogatory No. 5: "Does PMT intend to discontinue operations at any existing terminal if the merger of UP and SP is approved? If so, identify each such terminal."

Additional Objections: Applicants object to this interrogatory in that it includes requests for information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence.

Interrogatory No. 6: "Does PMT expect to alter its service in any manner if the merger of UP and SP is approved? If so, describe how its service will be changed."

Additional Objections: Applicants object to this interrogatory in that it includes requests for information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence.

Interrogatory No. 7: "Identify all communications between SP or UP personnel and representatives of PMT concerning the increased use of intermodal rail service following approval of the UP/SP merger. Identify all documents relating to those communications."

Additional Objections: Applicants object to this interrogatory as unduly burdensome, and in that it includes requests for information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence.

Document Request No. 1: "Produce all documents identified in response to Interrogatory No. 1."

Additional Objections: See objections to Interrogatory No. 1.

Document Request No. 2: "Produce all documents identified in response to Interrogatory No. 2."

Additional Objections: See objections to Interrogatory No. 2.

Document Request No. 3: "Produce all documents identified in Interrogatory No. 3."

Additional Objections: See Objections to Interrogatory No. 3.

Document Request No. 4: Identify all documents identified in response to Interrogatory No. 7."

Additional Objections: See objections to Interrogatory No. 7.

Respectfully submitted,

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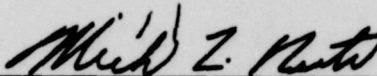
February 26, 1996

CERTIFICATE OF SERVICE

I, Michael L. Rosenthal, certify that, on this 26th February, 1996, I caused a copy of the foregoing document to be served by facsimile and first-class mail on Marc J. Fink, counsel for Teamsters, at Sher & Blackwell, 2000 L Street, N.W., Suite 612, Washington, D.C. 20036, and by first-class mail, postage prepaid, or by a more expeditious manner of delivery on all parties appearing on the restricted service list established pursuant to paragraph 9 of the Discovery Guidelines in Finance Docket No. 32760, and on

Director of Operations
Antitrust Division
Suite 500
Department of Justice
Washington, D.C. 20530

Premarmer Notification Office
Bureau of Competition
Room 303
Federal Trade Commission
Washington, D.C. 20580



Michael L. Rosenthal

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Item No. _____

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EW # 284

BEFORE THE
SURFACE TRANSPORTATION BOARD



Finance Docket No. 32760

UNION PACIFIC CORPORATION, UNION PACIFIC RAILROAD COMPANY
AND MISSOURI PACIFIC RAILROAD COMPANY

-- CONTROL AND MERGER --

SOUTHERN PACIFIC RAIL CORPORATION, SOUTHERN PACIFIC
TRANSPORTATION COMPANY, ST. LOUIS SOUTHWESTERN RAILWAY
COMPANY, SPCSL CORP. AND THE DENVER AND
RIO GRANDE WESTERN RAILROAD COMPANY

APPLICANTS' FIRST SET OF INTERROGATORIES
AND REQUESTS FOR PRODUCTION OF DOCUMENTS TO
CEN-TEX RAIL LINK, LTD./SOUTH ORIENT RAILROAD COMPANY, LTD.

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Southern Pacific Transportation
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Railway Company, SPCSL Corp. and
The Denver and Rio Grande
Western Railroad Company

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Office of the Secretary

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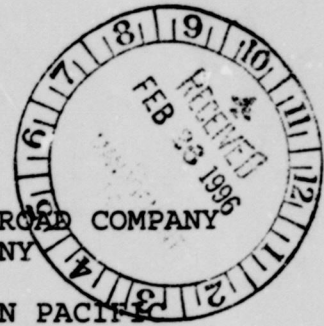
Attorneys for Union Pacific
Corporation, Union Pacific
Railroad Company and Missouri
Pacific Railroad Company

February 26, 1996

BEFORE THE
SURFACE TRANSPORTATION BOARD

Finance Docket No. 32760

UNION PACIFIC CORPORATION, UNION PACIFIC RAILROAD COMPANY
AND MISSOURI PACIFIC RAILROAD COMPANY
-- CONTROL AND MERGER --
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TRANSPORTATION COMPANY, ST. LOUIS SOUTHWESTERN RAILWAY
COMPANY, SPCSL CORP. AND THE DENVER AND
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APPLICANTS' FIRST SET OF INTERROGATORIES
AND REQUESTS FOR PRODUCTION OF DOCUMENTS TO
CEN-TEX RAIL LINK, LTD./SOUTH ORIENT RAILROAD COMPANY, LTD.

Pursuant to 49 C.F.R. §§ 1114.26 and 1114.30, and
the Discovery Guidelines entered in this proceeding on
December 7, 1995, Applicants UPC, UPRR, MPRR, SPR, SPT, SSW,
SPCSL and DRGW direct the following interrogatories and
document requests to Cen-Tex Rail Link, Ltd./South Orient
Railroad Company, Ltd.. ("Cen-Tex/South Orient").

Responses should be served as soon as possible, and
in no event later than 15 days from the date of service
hereof. Cen-Tex/South Orient is requested to contact the
undersigned promptly to discuss any objections or questions
regarding these requests with a view to resolving any disputes
or issues of interpretation informally and expeditiously.

DEFINITIONS AND INSTRUCTIONS

I. "Applicants" means UPC, UPRR, MPRR, SPR, SPT,
SSW, SPCSL and DRGW.

II. "Board" means the Surface Transportation Board.

III. "BN/Santa Fe" means the Burlington Northern Railroad Company and The Atchison, Topeka and Santa Fe Railway Company.

IV. "The BN/Santa Fe Settlement Agreement" means the agreement between UP and SP and BN/Santa Fe dated September 25, 1994, as supplemented by the November 18, 1995 agreement between those parties.

V. "The BN/Santa Fe Settlement Agreement Lines" means the lines that BN/Santa Fe will receive trackage rights over or purchase under the BN/Santa Fe Settlement Agreement.

VI. "CNW" means Chicago and North Western Railway Company.

VII. "Cen-Tex/South Orient" means Cen-Tex Rail Link, Ltd./South Orient Railroad Company, Ltd.

VIII. "DRGW" means The Denver and Rio Grande Western Railroad Company.

IX. "Document" means any writing or other compilation of information, whether printed, typed, handwritten, recorded, or produced or reproduced by any other process, including but not limited to intra-company communications, correspondence, telegrams, memoranda, contracts, instruments, studies, projections, forecasts, summaries or records of conversations or interviews, minutes or records of conferences or meetings, records or reports of negotiations, diaries, calendars, photographs, maps, tape

state the name, address and telephone number thereof.

"Identify," when used in relation to a document, means to

- (a) state the nature of the document (e.g., letter, memorandum, etc.);
- (b) state the author, each addressee, each recipient, date, number of pages, and title of the document; and
- (c) provide a brief description of the contents of the document.

XIII. "MPRR" means Missouri Pacific Railroad Company.

XIV. "Produce" means to make legible, complete and exact copies of responsive documents and send them by expedited delivery to the undersigned counsel. The originals of responsive documents should be retained in the files of Cen-Tex/South Orient, its counsel, or the consultants or others who have assisted Cen-Tex/South Orient in connection with this proceeding and have documents in their possession, and made available if requested. Applicants will pay all reasonable costs for duplication and expedited delivery of documents to their attorneys.

XV. "Relating to" a subject means referring to, discussing, describing, dealing with, consisting of, or constituting, in whole or in part, the subject.

XVI. "SP" means SPT, SSW, SPCSL and DRGW.

XVII. "SPCSL" means SPCSL Corp.

XVIII. "SPR" means Southern Pacific Rail Corporation.

XIX. "SPT" means Southern Pacific Transportation Company.

XX. "SSW" means St. Louis Southwestern Railway Company.

XXI. "Shipper" means any user of rail services, including but not limited to a consignor, a consignee, and a receiver.

XXII. "Southern Pacific" means SPR and SP.

XXIII. "This proceeding" means Finance Docket No. 32760 and all subdockets and related dockets.

XXIV. "UP" means UPRR and MPRR, including the former CNW.

XXV. "UPC" means Union Pacific Corporation.

XXVI. "UPRR" means Union Pacific Railroad Company.

XXVII. "The UP/SP merger" means the transactions proposed in this proceeding, including all related applications.

XXVIII. "Union Pacific" means UP and UPC.

XXIX. "The Utah Railway Settlement Agreement" means the agreement between UP and SP and Utah Railway Company dated January 17, 1996.

XXX. Discovery responses should be supplemented when a supplemental response is required pursuant to 49 C.F.R. § 1114.29.

XXXI. Documents need not be produced if they have been produced by Applicants in this proceeding.

XXXII. Produce a privilege log in accordance with the guidelines established at the December 20, 1995 discovery conference (Tr., pp. 313-14).

XXXIII. References to railroads, shippers, consultants or companies (including Cen-Tex/South Orient) include affiliates, subsidiaries, officers, directors, employees, attorneys, agents and representatives thereof.

XXXIV. All uses of the conjunctive include the disjunctive and vice versa. Words in the singular include the plural and vice versa.

XXXV. Unless otherwise specified, these requests cover the period January 1, 1993 and thereafter.

INTERROGATORIES

1. Identify and describe in detail any agreements that Cen-Tex/South Orient has with any other party to this proceeding regarding positions or actions to be taken in this proceeding. Routine procedural agreements, such as agreements concerning the order of questioning at depositions or the avoidance of duplicative discovery, need not be identified. If Cen-Tex/South Orient contends that any such agreement is

privileged, state the parties to, date of, and general subject of the agreement.

2. What is the (a) best and (b) average operating time for Cen-Tex/South Orient trains operating between (i) Fort Worth and Presidio, (ii) Alpine and Presidio, (iii) Fort Worth and Chihuahua (in conjunction with FNM), and (iv) Alpine and Chihuahua (in conjunction with FNM)?

3. Describe in detail how South Orient/Cen-Tex would utilize trackage rights between Sulphur Springs, Texas, and Texarkana, Texas, if granted, and how Cen-Tex/South Orient trains would reach Sulphur Springs from Ft. Worth and Dallas.

4. Describe what traffic would be handled over Cen-Tex/South Orient trackage rights between Sulphur Springs and Texarkana, if such rights were granted.

5. Identify, as of (a) the date this interrogatory is answered, and (b) January 29, 1996, all owners of, investors in, general partners of, and limited partners of (a) Cen-Tex Rail Link, Ltd., (b) South Orient Railroad Company, Ltd., (c) Bristol Investment Company, Inc., and (d) Orient Gernerel Partner, Ltd.

DOCUMENT REQUESTS

1. Produce no later than April 1, 1996 (a) all workpapers underlying any submission that Cen-Tex/South Orient makes on or about March 29, 1996 in this proceeding, and (b) all publications, written testimony and transcripts, without

limitation as to date, of any witnesses presenting testimony for Cen-Tex/South Orient on or about March 29, 1996 in this proceeding.

2. Produce all documents relating to benefits or efficiencies that will result from the UP/SP merger.

3. Produce all documents relating to potential traffic impacts of the UP/SP merger.

4. Produce all documents relating to competitive impacts of the UP/SP merger, including but not limited to effects on (a) market shares, (b) source or destination competition, (c) transloading options, or (d) build-in options.

5. Produce all documents relating to the BN/Santa Fe Settlement Agreement.

6. Produce all documents relating to the IC Settlement Agreement.

7. Produce all documents relating to the Utah Railway Settlement Agreement.

8. Produce all documents relating to conditions that might be imposed on approval of the UP/SP merger.

9. Produce all studies, reports or analyses relating to actual or potential competition between UP and SP.

10. Produce all studies, reports or analyses relating to competition between single-line and interline rail transportation.

11. Produce all studies, reports or analyses relating to the benefits of any prior rail merger or rail mergers generally.

12. Produce all studies, reports or analyses relating to the financial position or prospects of SP.

13. Produce all communications with other parties to this proceeding relating to the UP/SP merger or the BN/Santa Fe Settlement Agreement, and all documents relating to such communications. This request excludes documents already served on Applicants.

14. Produce all presentations, solicitation packages, form verified statements, or other materials used to seek support from shippers, public officials, railroads or others for the position of Cen-Tex/South Orient or any other party in this proceeding.

15. Produce all presentations, letters, memoranda, white papers, or other documents sent or given to DOJ, DOT, any state Governor's, Attorney General's or Public Utilities Commission's (or similar agency's) office, any Mexican government official, any other government official, any security analyst, any bond rating agency, any consultant, any financial advisor or analyst, any investment banker, any chamber of commerce, or any shipper or trade organization relating to the UP/SP merger.

16. Produce all notes of any meetings with DOJ, DOT, any state Governor's, Attorney General's or Public Utilities Commission's (or similar agency's) office, any Mexican government official, any other government official, any security analyst, any bond rating agency, any consultant, any financial advisor or analyst, any investment banker, any chamber of commerce, or any shipper or trade organization relating to the UP/SP merger.

17. Produce all documents relating to shipper surveys or interviews concerning (a) the UP/SP merger or any possible conditions to approval of the merger, or (b) the quality of service or competitiveness of any railroad.

18. Produce all documents relating to the price to be paid for, or the value of, any UP or SP lines that might be sold as a condition to approval of, or otherwise in connection with, the UP/SP merger.

19. Produce all documents relating to trackage rights compensation for any of the BN/Santa Fe Settlement Agreement Lines or any other line of UP or SP that might be the subject of a proposed trackage rights condition in this proceeding.

20. Produce all documents relating to actual or estimated maintenance-and-operating costs, taxes and return-to-capital costs with respect to any of the BN/Santa Fe Settlement Agreement Lines or any other line of UP or SP that

might be the subject of a proposed trackage rights condition in this proceeding.

21. Produce all documents relating to any agreement or understanding that Cen-Tex/South Orient has with any other party to this proceeding regarding positions or actions to be taken in this proceeding. Documents relating to routine procedural agreements, such as agreements concerning the order of questioning at depositions or the avoidance of duplicative discovery, need not be produced.

22. Produce all presentations to, and minutes of, the boards of directors (or other governing bodies) of Cen-Tex/South Orient relating to the UP/SP merger or conditions to be sought by any party in this proceeding.

23. Produce all studies, reports or analyses relating to collusion among competing railroads or the risk thereof.

24. Produce all studies, reports or analyses relating to the terms for or effectiveness of trackage rights.

25. Produce all computerized 100% Cen-Tex/South Orient traffic data for 1994, containing at least the fields listed in Attachment A hereto, a Rule 11 or other rebilling indicator, gross freight revenue, and freight revenue net of allowances, refunds, discounts or other revenue offsets, together with documentation explaining the record layout and the content of the fields. To the extent particular items are

unavailable in machine-readable form, (a) provide them in hard-copy form, and (b) provide any similar machine-readable data.

26. Produce all studies, reports or analyses relating to competition for traffic to or from Mexico (including but not limited to truck competition) or competition among Mexican gateways.

27. Produce all documents, other than the study itself, relating to the January 1996 study by The Perryman Group entitled, "The Impact of the Proposed Union Pacific-Southern Pacific Merger on Business Activity in Texas."

28. Produce all documents relating to any efforts to develop traffic to or from Mexico.

29. Produce track charts, diagrams, profiles and other documents reflecting all trackage over which Cen-Tex/South Orient operates, including but not limited to documents sufficient to show (a) type and age of rail, (b) maintenance history, (c) curvature and grade, (d) passing sidings, (e) signalling, (f) speed limits, and (g) any speed or operating restrictions.

30. Produce documents sufficient to describe Cen-Tex/South Orient's operations from January 1, 1994 to present, including but not limited to all (a) service plans, (b) system maps and (c) employees' or other operating timetables.

31. Produce all Cen-Tex/South Orient financial statements, including but not limited to statements for Cen-Tex and South Orient separately, since their formation.

32. Produce all agreements with KCS, Conrail, or TRL, Inc., to which Cen-Tex/South Orient (or either of them individually) is a party.

Respectfully submitted,

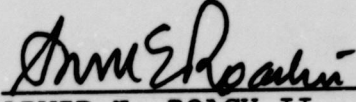
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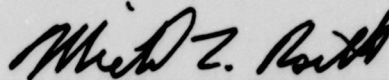
February 26, 1996

CERTIFICATE OF SERVICE

I, Michael L. Rosenthal, certify that, on this 26th day of February, 1996, I caused a copy of the foregoing document to be served by overnight mail on Joel T. Williams, III, President, Cen-Tex Rail Link, Ltd./South Orient Railroad Company, at 4809 Cole Avenue, Suite 350 LB-126, Dallas, Texas 75205, and by first-class mail, postage prepaid, or by a more expeditious manner of delivery on all parties appearing on the restricted service list established pursuant to paragraph 9 of the Discovery Guidelines in Finance Docket No. 32760, and on

Director of Operations
Antitrust Division
Suite 500
Department of Justice
Washington, D.C. 20530

Premarmer Notification Office
Bureau of Competition
Room 303
Federal Trade Commission
Washington, D.C. 20580



Michael L. Rosenthal

Attachment A

Commodity Code (STCC)
Hazardous Commodity Code
Shipper Name
Origin City
Origin State
Origin SPLC
Origin FSAC
Receiver Name
Destination City
Destination State
Destination SPLC
Destination FSAC
Car Initial
Car Number
Waybill Number
Waybill Date (yy/mm/dd)
Type Move Indicator
AAR Car Type
Origin Railroad
Railroad From
Railroad To
Destination Railroad
On Junction
Off Junction
Net Tons
Freight Revenue
Unit Count
Carload Count
Trailer/Container Count
First Railroad - RR Code
First Railroad - Alpha
Interchange Received Junction #1
First Railroad - Split Revenue
First Railroad Distance
Second Railroad - RR Code
Second Railroad - Alpha
Interchange Received Junction #2
Second Railroad - Split Revenue
Second Railroad Distance
Third Railroad - RR Code
Third Railroad - Alpha
Interchange Received Junction #3
Third Railroad - Split Revenue
Third Railroad Distance
Fourth Railroad - RR Code
Fourth Railroad - Alpha
Interchange Received Junction #4
Fourth Railroad - Split Revenue
Fourth Railroad Distance
Fifth Railroad - RR Code

Fifth Railroad - Alpha
Interchange Received Junction #5
Fifth Railroad - Split Revenue
Fifth Railroad Distance
Sixth Railroad - RR Code
Sixth Railroad - Alpha
Interchange Received Junction #6
Sixth Railroad - Split Revenue
Sixth Railroad Distance
Seventh Railroad - RR Code
Seventh Railroad - Alpha
Interchange Received Junction #7
Seventh Railroad - Split Revenue
Seventh Railroad Distance
Eighth Railroad - RR Code
Eighth Railroad - Alpha
Interchange Received Junction #8
Eighth Railroad - Split Revenue
Eighth Railroad Distance
Ninth Railroad - RR Code
Ninth Railroad - Alpha
Interchange Received Junction #9
Ninth Railroad - Split Revenue
Ninth Railroad Distance
Tenth Railroad - RR Code
Tenth Railroad - Alpha
Interchange Received Junction #10
Tenth Railroad - Split Revenue
Tenth Railroad Distance
Eleventh Railroad - RR Code
Eleventh Railroad - Alpha
Interchange Received Junction #11
Eleventh Railroad - Split Revenue
Eleventh Railroad Distance
Car Ownership Code
Mechanical Designation
Tare Weight
Railroad System Revenue
Railroad System Miles
Railroad Ton Miles

STB

FD

32760

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Item No. _____

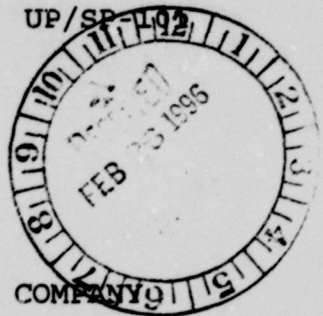
Page Count 8

Feb 271

BEFORE THE
SURFACE TRANSPORTATION BOARD

Finance Docket No. 32760

UNION PACIFIC CORPORATION, UNION PACIFIC RAILROAD COMPANY
AND MISSOURI PACIFIC RAILROAD COMPANY
-- CONTROL AND MERGER --
SOUTHERN PACIFIC RAIL CORPORATION, SOUTHERN PACIFIC
TRANSPORTATION COMPANY, ST. LOUIS SOUTHWESTERN RAILWAY
COMPANY, SPCSL CORP. AND THE DENVER AND
RIO GRANDE WESTERN RAILROAD COMPANY



APPLICANTS' OBJECTIONS TO THE TEAMSTERS'
FIRST SET OF INTERROGATORIES AND REQUESTS FOR PRODUCTION
OF DOCUMENTS TO OVERNITE TRANSPORTATION AND APPLICANTS

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February 26, 1996

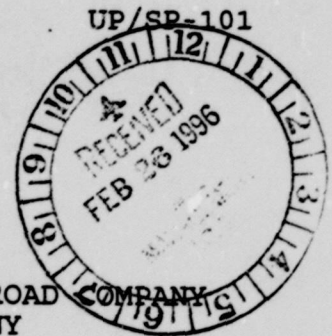
BEFORE THE
SURFACE TRANSPORTATION BOARD

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UNION PACIFIC CORPORATION, UNION PACIFIC RAILROAD COMPANY
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COMPANY, SPCSL CORP. AND THE DENVER AND
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APPLICANTS' OBJECTIONS TO THE TEAMSTERS'
FIRST SET OF INTERROGATORIES AND REQUESTS FOR PRODUCTION
OF DOCUMENTS TO OVERNITE TRANSPORTATION AND APPLICANTS

Applicants UPC, UPRR, MPRR, SPR, SPT, SSW, SPCSL and DRGW submit the following objections to the discovery requests served by the International Brotherhood of Teamsters on February 16, 1996 and directed jointly to Applicants and to Overnite Transportation Company. These objections are made pursuant to paragraph 1 of the Discovery Guidelines applicable to this proceeding, which provides that objections to discovery requests shall be made "by means of a written objection containing a general statement of the basis for the objection."

Applicants intend to file written responses to the discovery requests. It is necessary and appropriate at this stage, however, for Applicants to preserve their right to assert permissible objections.

GENERAL OBJECTIONS

The following objections are made with respect to all of the interrogatories and document requests.

1. Applicants object to production of documents or information subject to the attorney-client privilege.

2. Applicants object to production of documents or information subject to the work product doctrine.

3. Applicants object to production of documents prepared in connection with, or information relating to, possible settlement of this or any other proceeding.

4. Applicants object to production of public documents that are readily available, including but not limited to documents on public file at the Board or the Securities and Exchange Commission or clippings from newspapers or other public media.

5. Applicants object to the production of draft verified statements and documents related thereto. In prior railroad consolidation proceedings, such documents have been treated by all parties as protected from production.

6. Applicants object to providing information or documents that are as readily obtainable by IBT from its own files.

7. Applicants object to the extent that the interrogatories and document requests seek highly confidential or sensitive commercial information (including inter alia, contracts containing confidentiality clauses prohibiting

disclosure of their terms) that is of insufficient relevance to warrant production even under a protective order.

8. Applicants object to the definitions of "relating to," "related to" and "concerning" as unduly vague.

9. Applicants object to Instructions 2, 3, 5, 6, 7, 8 and 10 to the extent that they seek to impose requirements that exceed those specified in the applicable discovery rules and guidelines.

10. Applicants object to Instructions 2, 3, 5, 6, 7, 8 and 10 as unduly burdensome.

11. Applicants object to the interrogatories and document requests to the extent that they call for the preparation of special studies not already in existence.

12. Applicants object to the interrogatories and document requests as overbroad and unduly burdensome to the extent that they seek information or documents for periods prior to January 1, 1993.

13. Applicants object to the extent that the discovery requests purport to be directed to the non-applicant Overnite Transportation Company, or to seek information or documents from Overnite.

ADDITIONAL OBJECTIONS TO SPECIFIC
INTERROGATORIES AND DOCUMENT REQUESTS

In addition to the General Objections, Applicants make the following objections to the interrogatories and document requests.

Interrogatory No. 1: "Identify any studies or analyses conducted by Overnite or Applicants concerning whether traffic now carried over the road by Overnite will be diverted to intermodal rail as a result of the merger of UP and SP. Identify any documents that relate to such studies or analyses."

Additional Objections: Applicants object to this interrogatory as unduly burdensome.

Interrogatory No. 2: "Identify any studies or analyses conducted by Overnite or Applicants concerning possible changes in the number of over the road drivers employed by Overnite as a result of the merger of UP and SP. Identify any documents that relate to such studies or analyses."

Additional Objections: Applicants object to this interrogatory as unduly burdensome.

Interrogatory No. 3: "Identify the factors that Overnite considers in determining whether to transport cargoes by intermodal rail as opposed to over the road truck. Describe how such factors are applied to determine by which mode a particular shipment or a class of shipments will be transported. Identify any documents relating to the application of such factors to the decision to transport cargoes by intermodal rail as opposed to over the road truck."

Additional Objections: Applicants object to this interrogatory as unduly vague and unduly burdensome, and overbroad in that it includes requests for information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence.

Interrogatory No. 4: "Identify all changes in Overnite's operational procedures and organization that will result from the UP/SP merger."

Additional Objections: Applicants object to this interrogatory in that it includes requests for information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence.

Interrogatory No. 5: "Does Overnite intend to discontinue operations at any existing terminal if the merger of UP and SP is approved? If so, identify each such terminal."

Additional Objections: Applicants object to this interrogatory in that it includes requests for information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence.

Interrogatory No. 6: "Does Overnite expect to alter its service in any manner if the merger of UP and SP is approved? If so, describe how its service will be changed."

Additional Objections: Applicants object to this interrogatory in that it includes requests for information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence.

Interrogatory No. 7: "Identify all communications between SP or UP personnel and representatives of Overnite Transportation Company concerning the increased use of intermodal rail service following approval of the UP/SP merger. Identify all documents relating to those communications."

Additional Objections: Applicants object to this interrogatory as unduly burdensome and in that it includes requests for information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence.

Document Request No. 1: "Produce all documents identified in response to Interrogatory No. 1."

Additional Objections: See objections to Interrogatory No. 1.

Document Request No. 2: "Produce all documents identified in response to Interrogatory No. 2."

Additional Objections: See objections to Interrogatory No. 2.

Document Request No. 3: "Produce all documents identified in response to Interrogatory No. 3."

Additional Objections: See objections to Interrogatory No. 3.

Document Request No. 4: "Produce all documents identified in response to Interrogatory No. 7."

Additional Objections: See objections to Interrogatory No. 7.

Respectfully submitted,

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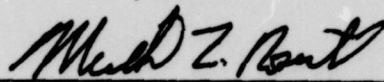
February 26, 1996

CERTIFICATE OF SERVICE

I, Michael L. Rosenthal, certify that, on this 26th February, 1996, I caused a copy of the foregoing document to be served by facsimile and first-class mail on Marc J. Fink, counsel for Teamsters, at Sher & Blackwell, 2000 L Street, N.W., Suite 612, Washington, D.C. 20036, and by first-class mail, postage prepaid, or by a more expeditious manner of delivery on all parties appearing on the restricted service list established pursuant to paragraph 9 of the Discovery Guidelines in Finance Docket No. 32760, and on

Director of Operations
Antitrust Division
Suite 500
Department of Justice
Washington, D.C. 20530

Premarmer Notification Office
Bureau of Competition
Room 303
Federal Trade Commission
Washington, D.C. 20580



Michael L. Rosenthal

STB

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Item No. _____
Page Count 4 _____
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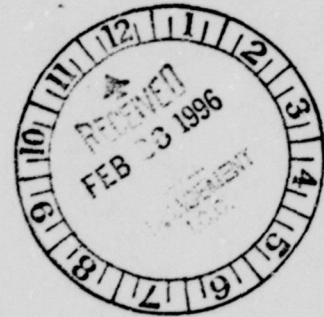
PHILIP A. BANGERT*
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ROBERT J. BLACKWELL
JOHN W. BUTLER
CINDY G. BUYS
MARC J. FINK
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DAVID F. SMITH

*ADMITTED IN CA ONLY

*ADMITTED IN MD ONLY

By Hand

The Honorable Vernon A. Williams
Secretary
Surface Transportation Board
Room 2215
12th and Constitution Avenue, N.W.
Washington, D.C.



Re: Finance Docket No. 32760 -- Union Pacific Corp.,
et al. -- Control and Merger -- Southern Pacific
Rail Corp., et al.

Dear Mr. Williams:

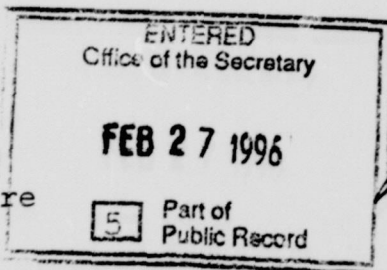
Enclosed for filing on behalf of The International Brotherhood of Teamsters ("IBT") are an original and twenty (20) copies of the IBT's Third Set of Interrogatories and Requests for Documents Directed To Applicants. This document is designated IBT-11. I also enclose a disk containing IBT-11 in WordPerfect 5.1 format.

Finally, I enclose an extra copy of this filing that I ask that you date-stamp as received and return by our messenger. Please do not hesitate to contact me should you have any questions.

Sincerely,

John W. Butler

John W. Butler



Enclosure

BEFORE THE
SURFACE TRANSPORTATION BOARD
Washington, D.C.

Finance Docket No. 32760

Union Pacific Corporation, Union Pacific Railroad Company
and Missouri Pacific Railroad Company

-- Control and Merger --

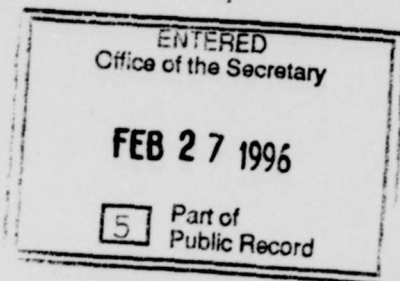
Southern Pacific Rail Corporation, Southern Pacific
Transportation Company, St. Louis Southwestern
Railway Company, SPCSL Corp. and the Denver and Rio Grande
Western Railroad Company

THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS'
THIRD SET OF INTERROGATORIES AND REQUESTS
FOR PRODUCTION OF DOCUMENTS DIRECTED TO APPLICANTS

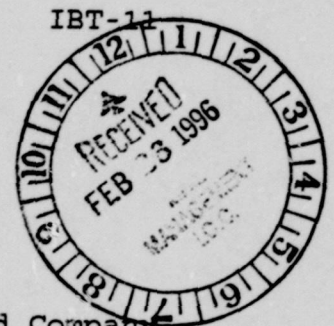
Marc J. Fink
John W. Butler

SHER & BLACKWELL
2000 L Street, N.W.
Suite 612
Washington, DC 20036
(202) 463-2500

Attorneys for The
International Brotherhood of
Teamsters



February 26, 1996



INSTRUCTIONS

The International Brotherhood of Teamsters (IBT), pursuant to 49 C.F.R. Part 1114, Subpart B and the Order Adopting Discovery Guidelines served December 7, 1995, hereby serves its Third Set of Interrogatories and Requests for Production of Documents upon the Applicants. The definitions and instructions included with the IBT's First Set of Interrogatories and Requests for Production of Documents, served January 12, 1996, are incorporated herein as if set forth in full.

INTERROGATORIES

71. Identify all studies and analyses conducted by Reebie Associates at any time addressing the impacts on labor of diversion of traffic from truck to rail.

72. To what extent does the TRANSEARCH database used by Reebie Associates in preparing its diversion study in this proceeding rely on the Commodity Flow Survey conducted by the United States government? What are the relative percentages of traffic flows in the TRANSEARCH data base that are derived from, respectively, (i) the Commodity Flow Survey and (ii) all other sources?

73. Describe how Reebie Associates has updated its TRANSEARCH database from 1977 until the present. Does Reebie Associates extrapolate from data for certain lanes in order to update traffic volume levels for lanes for which it does not have data? How many such extrapolations were involved in establishing the 1994 TRANSEARCH database used in the diversion study conducted by Reebie Associates for this proceeding?

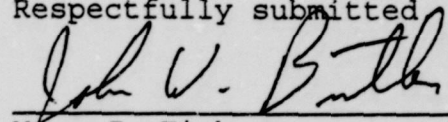
74. Has Reebie Associates revised its TRANSFARCH database in order to incorporate the 1993 Commodity Flow Survey data? If so, identify each market pair included in Appendix A to Mr. Ainsworth's Verified Statement for which such revision resulted in a traffic flow increase for dry van cargo of greater than ten percent (10%) in either direction. For each such market pair for which revision to the TRANSEARCH database using the 1993 Commodity Flow Survey data resulted in a traffic flow increase in dry van cargo of greater than ten percent (10%), identify the amount of each such increase.

75. For each of the following market pairs, indicate the yearly volume of traffic carried in both directions by UP and SP, separately, for United Parcel Service: Seattle to/from the Bay Area; Chicago to/from the Bay Area; Portland to/from Los Angeles; Seattle to/from Los Angeles; Chicago to/from Los Angeles; Los Angeles to/from Dallas.

REQUESTS FOR PRODUCTION OF DOCUMENTS

18. Produce all documents identified in response to Interrogatory No. 71.

Respectfully submitted

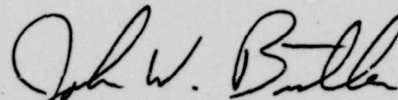


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February 26, 1996

CERTIFICATE OF SERVICE

I hereby certify that I have this 26th day of February, 1996, served the foregoing International Brotherhood of Teamsters' Third Set of Interrogatories and Requests for Production of Documents directed to Applicants on the parties to whom they are directed and the parties on the Restricted Service List by either first class mail, postage prepaid, or facsimile.

A handwritten signature in cursive script, reading "John W. Butler", written over a horizontal line.

John W. Butler