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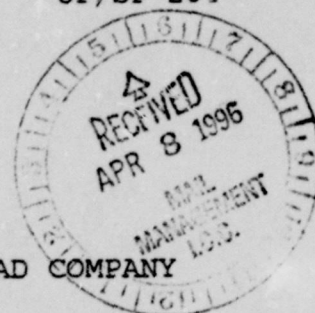
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UP/SP-204



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' SUBMISSION OF SETTLEMENT AGREEMENTS
WITH GATEWAY WESTERN AND WISCONSIN CENTRAL

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CAROL A. HARRIS
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Transportation Company
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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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Washington, D.C. 20044-7566
(202) 662-5388

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

April 8, 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' SUBMISSION OF SETTLEMENT AGREEMENTS
WITH GATEWAY WESTERN AND WISCONSIN CENTRAL

Applicants Union Pacific Corporation ("UPC"), Union Pacific Railroad Company ("UPRR"), Missouri Pacific Railroad Company ("MPRR"), Southern Pacific Rail Corporation ("SPR"), Southern Pacific Transportation Company ("SPT"), St. Louis Southwestern Railway Company ("SSW"), SPCSL Corp. ("SPCSL"), and The Denver and Rio Grande Western Railroad Company ("DRGW"),^{1/} hereby submit copies of the settlement agreements that they have reached in this proceeding with Gateway Western Railway Company (Exhibit A hereto) and Wisconsin Central Ltd. (Exhibit B hereto).

I. SETTLEMENT WITH GATEWAY WESTERN

Applicants have entered into a settlement agreement with Gateway Western in order to resolve Gateway Western's

^{1/} UPC, UPRR, and MPRR are referred to collectively as "Union Pacific." UPRR and MPRR are referred to collectively as "UP." SPR, SPT, SSW, SPCSL and DRGW are referred to collectively as "Southern Pacific." SPT, SSW, SPCSL and DRGW are referred to collectively as "SP."

pre-existing concerns about its operations under the terms of two agreements with SP. As Gateway Western explained in its Comments supporting the merger (GWWR-6), the settlement resolves Gateway Western's concerns, and will allow Gateway Western to provide shippers with improvements in service that would not be possible absent the merger. Applicants' settlement with Gateway Western is not intended to resolve any competitive issue raised by the UP/SP merger.

II. SETTLEMENT WITH WISCONSIN CENTRAL

Applicants have entered into a settlement agreement with Wisconsin Central providing that, in the event Applicants were required to divest trackage in the Central Corridor or the State of Wisconsin as a result of this proceeding, Applicants would provide Wisconsin Central with an opportunity to negotiate to purchase those lines if no agreement were reached with BN/Santa Fe or Illinois Central. Applicants of course do not believe that there is any basis for imposing such a divestiture requirement in this proceeding, and Wisconsin Central has made clear in its Comments filed on March 29, 1996 that, on the basis of its review of the facts, it supports the merger and is not arguing for a divestiture condition.

Respectfully submitted,

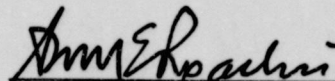
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Attorneys for Union Pacific
Corporation, Union Pacific
Railroad Company and Missouri
Pacific Railroad Company

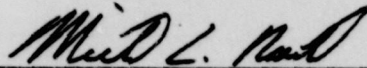
April 8, 1996

CERTIFICATE OF SERVICE

I, Michael L. Rosenthal, certify that, on this 8th day of April, 1996, I caused a copy of the foregoing document to be served by first-class mail, postage prepaid, or by a more expeditious manner of delivery on all parties of record 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

EXHIBIT A

March 28, 1996

AGREEMENT

This Agreement ("Agreement") is entered into this 29th day of March, 1996, between Union Pacific Corporation, Union Pacific Railroad Company, Missouri Pacific Railroad Company (collectively referred to as "UP"), and Southern Pacific Rail Corporation, Southern Pacific Transportation Company, The Denver & Rio Grande Western Railroad Company, St. Louis Southwestern Railway Company and SPCSL Corp. (collectively referred to as "SP", with both UP and SP also hereinafter referred to collectively as "UP/SP"), on the one hand, and Gateway Western Railway Company and its affiliates and subsidiaries including Gateway Eastern Railway Company (collectively referred to as "Gateway Western"), on the other hand, concerning the proposed acquisition of Southern Pacific Rail Corporation by UP Acquisition Corporation, and the resulting common control of UP and SP pursuant to the application pending before the Surface Transportation Board ("STB") in 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 "Control Case").

WHEREAS, Gateway Western is participating in the Control Case proceeding in order to ensure that its interests are not adversely affected by the Control Case;

WHEREAS, Gateway Western has agreed with UP/SP on a variety of operational issues that will enhance Gateway Western's capabilities and competitiveness;

WHEREAS, after carefully reviewing the record in the Control Case, Gateway Western has concluded that common control of UP and SP, as conditioned by the Agreement dated September 25, 1995 and the Supplemental Agreement dated November 18, 1995 between UP/SP on the one hand and Burlington Northern Railroad Company and The Atchison, Topeka and Santa Fe Railway Company, on the other hand, is in the public interest and should be supported by Gateway Western.

NOW, THEREFORE, in consideration of their mutual promises, UP/SP and Gateway Western agree as follows:

1. Ridgely Yard Interchange Agreement

Union Pacific will remove the prohibition on Gateway Western ownership/control by a Class I carrier.

2. Springfield-Chicago: Divisions and Haulage Agreement and 1991 First Supplement Agreement

Union Pacific will relinquish its option to buy the Roodhouse to Springfield line and will remove the prohibition on Gateway Western ownership/control by a Class I carrier. Union Pacific will also extend the Chicago-Springfield haulage agreement for ten (10) years. The terms of the 1993 settlement agreement between SPCSL and Gateway Western will also be incorporated into the haulage agreement.

3. Godfrey-E. St. Louis Joint Facility Agreement (JFA)

a) Union Pacific will remove the restriction on ownership/control of Gateway Western by a Class I carrier and will remove the restriction on transferring Gateway Western's interest in the JFA to another carrier.

b) Union Pacific will transfer to Gateway Western dispatching of the Joint Track between WR Tower (SPCSL MP 275.5) and Q Tower (SPCSL MP 281.0) and from Hole in the Wall (SPCSL MP 281.7) to Valley Junction (SPCSL MP 283.6) provided, however, that at any time upon thirty (30) days written notice Union Pacific has the unilateral right to take back dispatching on these segments of the Joint Facility at its sole discretion and option and with no recourse or right of appeal by Gateway Western. Gateway Western's charges to Union Pacific for dispatching the Joint Facility will be based on the provisions of the current JFA.

c) Union Pacific will transfer to Gateway Western maintenance responsibility (excluding grade crossing signal protection maintenance) on the No. 1 track between Q Tower (SPCSL MP 281.0) and Valley Junction (SPCSL MP 283.6) provided, however, that at any time upon ninety (90) days written notice Union Pacific has the unilateral right to take back maintenance on the No. 1 track at its sole discretion and option and with no recourse or right of appeal by Gateway Western. Gateway Western will maintain the line to at least the standard of maintenance on the line today but no lower than FRA Class I. Union Pacific's responsibility for capital and maintenance expenses on the line will be determined based on the provisions of the JFA governing the line, but in any calendar year will be capped at \$50,000 for capital and \$100,000 for maintenance; provided, however, that if the annual capital and maintenance cap is exceeded in any given year, the parties will negotiate in good faith to bring the cap in line with actual expenses and required maintenance levels. Any invoices from other railroads or work ordered by federal, state or local authorities, will be excluded from the annual capital and maintenance cap on No. 1 track.

d) Union Pacific will allow Gateway Western to have constructed at its sole cost and expense a turnout and trackage connecting with and extending from the turnout ("Connection") off of the Joint Facility main line at or near SPCSL MP _____ to access a

limestone quarry (such quarry is accessible from the Gateway Eastern Railway, but the cost of the connection would be greater). Gateway Western will be responsible for maintaining the Connection and will be solely responsible for the cost of maintaining the turnout from the Joint Facility main line, with such turnout being maintained by UP. Gateway Western will allow Union Pacific to utilize the Connection and serve any customers on the Connection without contributing to any portion of the cost of construction. If Union Pacific uses the Connection (including any trackage that may be connected therefrom in the future) to serve customers located on the Connection, it will pay its prorata share of maintenance costs of the connection and the main line turnout. It is agreed by both Union Pacific and Gateway Western that Gateway Western's accessing an industry from the Joint Track in this specific instance will not establish any precedent for further access, including other connections, off of the Joint Facility by Gateway Western.

4. Alton Branch

Within six (6) months after consummation of the common control of UP and SP, Union Pacific and Gateway Western will evaluate switching on the Alton Branch with the intent being to determine if Gateway Western can more efficiently perform switching on the line while maintaining the necessary customer service levels for both Union Pacific and Gateway Western customers. In the meantime, Gateway Western will work with Southern Pacific to develop a proposal for submittal to both Union Pacific and Southern Pacific for switching of the Alton Branch by Gateway Western.

5. Alton & Southern River Track

a) Union Pacific will allow Gateway Western to use the Alton & Southern River Track between MP_____ and MP_____ solely for the purpose of accessing and serving Cerro Copper, Peavey and American Milling, and their successors and assigns. Gateway Western use of this line will be limited to moves to and from Mexico, Missouri which originate or terminate at the Cerro Copper facility; and moves which originate or terminate at Gateway Western local points as Gateway Western is configured as of March 15, 1996, (excluding connections and excluding the Kansas City terminal and connections in the Kansas City terminal, but including those industries accessed by Gateway Western directly prior to taking over the Kansas City Terminal switching operations), and destined to or originating at the Peavey and American Milling facilities. Gateway Western will pay an access fee of \$10 per car (loaded and empty) and \$15 per locomotive for use of the Alton & Southern River Track. The charge will include maintenance (ordinary and program) and operations, taxes and interest rental with annual adjustment at 70% of the RCAF(U) beginning as of January 1, 1997.

b) Union Pacific will allow Gateway Western to construct a connecting track to access the A&S's River Track between the joint facility track known as the "Tolson main" and the River Track along the alignment of the former GM&O-A&S interchange track in

Sauget, or an alternative alignment suitable to both parties, said track to be designed, constructed, and maintained at Gateway Western's sole expense. The new turnouts and track will not be considered an addition to the joint facility, but instead will be governed by Section 5C of the JFA.

6. Airline Block

Union Pacific will sell to Gateway Western for \$50,000 the Airline Block between Cockrell (MP 192.4) and New KC Junction (at or near MP 190.6) with UP retaining trackage rights to serve all industries. The charge for this segment of trackage rights will be \$0.24 per car mile. The charge will include maintenance (ordinary and program) and operations, taxes and interest rental with annual adjustment at 70% of the RCAF(U) beginning as of January 1, 1997. Gateway Western agrees to provide service for UP to Consolidated Grain and Barge under the terms of its current arrangement with SP and will not terminate the current arrangement without offering UP trackage rights pursuant to the terms of the December 20, 1993 agreement. Gateway Western's use of the Airline Block will continue to be restricted to the terms and conditions of the Ridgely Yard interchange agreement, and all interchange with carriers that operate into Springfield will be conducted in accordance with that agreement.

7. Effective Date

This agreement is effective as of the date hereof; provided, however, that items 1 through 6 of this agreement are contingent upon approval by the Surface Transportation Board of the Union Pacific-Southern Pacific merger in Finance Docket No. 32760, and will become effective when Union Pacific exercises control of Southern Pacific.

8. Gateway Western Position in F.D. 32760

Gateway Western will file a statement with the Surface Transportation Board on March 29, 1996, in FD 32760 supporting the merger of Union Pacific and Southern Pacific and the settlement agreement between Union Pacific and Southern Pacific and Burlington Northern-Santa Fe.

UNION PACIFIC CORPORATION

By: _____
Title: _____

UNION PACIFIC RAILROAD COMPANY

By: Paul C. Conley
Title: AVP-Law

**MISSOURI PACIFIC
RAILROAD COMPANY**

By: Paul C. Conley Jr.

Title: AVP-Law

**THE DENVER & RIO GRANDE
WESTERN RAILROAD COMPANY**

By: _____

Title: _____

**ST. LOUIS SOUTHWESTERN
RAILWAY COMPANY**

By: _____

Title: _____

**GATEWAY WESTERN RAILWAY
COMPANY**

By: _____

Title: _____

**SOUTHERN PACIFIC RAIL
CORPORATION**

By: _____

Title: _____

**SOUTHERN PACIFIC
TRANSPORTATION COMPANY**

By: _____

Title: _____

SPCSL CORP.

By: _____

Title: _____

Sauget, or an alternative alignment suitable to both parties, said track to be designed, constructed, and maintained at Gateway Western's sole expense. The new turnouts and track will not be considered an addition to the joint facility, but instead will be governed by Section 5C of the JFA.

6. Airline Block

Union Pacific will sell to Gateway Western for \$50,000 the Airline Block between Cockrell (MP 192.4) and New KC Junction (at or near MP 190.6) with UP retaining trackage rights to serve all industries. The charge for this segment of trackage rights will be \$0.24 per car mile. The charge will include maintenance (ordinary and program) and operations, taxes and interest rental with annual adjustment at 70% of the RCAF(U) beginning as of January 1, 1997. Gateway Western agrees to provide service for UP to Consolidated Grain and Barge under the terms of its current arrangement with SP and will not terminate the current arrangement without offering UP trackage rights pursuant to the terms of the December 20, 1993 agreement. Gateway Western's use of the Airline Block will continue to be restricted to the terms and conditions of the Ridgely Yard interchange agreement, and all interchange with carriers that operate into Springfield will be conducted in accordance with that agreement.

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8. Gateway Western Position In E.D. 32760

Gateway Western will file a statement with the Surface Transportation Board on March 29, 1996, in FD 32760 supporting the merger of Union Pacific and Southern Pacific and the settlement agreement between Union Pacific and Southern Pacific and Burlington Northern-Santa Fe.

UNION PACIFIC CORPORATION

By: Carl A. Borne
Title: VP & C.C.

UNION PACIFIC RAILROAD COMPANY

By: Paul C. Conley
Title: AVP-Law

EXHIBIT B

March 29, 1996

AGREEMENT

This Agreement ("Agreement") is entered into this 29th day of March, 1996, between Union Pacific Corporation, Union Pacific Railroad Company, Missouri Pacific Railroad Company (collectively referred to as "UP"), and Southern Pacific Rail Corporation, Southern Pacific Transportation Company, The Denver & Rio Grande Western Railroad Company, St. Louis Southwestern Railway Company and SPCSL Corp. (collectively referred to as "SP", with both UP and SP also hereinafter referred to collectively as "UP/SP"), on the one hand, and Wisconsin Central Ltd. and its affiliates and subsidiaries including Fox Valley & Western Ltd. (collectively referred to as "WCL"), on the other hand, concerning the proposed acquisition of Southern Pacific Rail Corporation by UP Acquisition Corporation, and the resulting common control of UP and SP pursuant to the application pending before the Surface Transportation Board ("STB") in 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 "Control Case").

WHEREAS, WCL is participating in the Control Case proceeding in order to ensure that its interests are not adversely affected by the Control Case itself or as a consequence of conditions in divestiture proposals being sought by opponents to the Control Case;

WHEREAS, UP/SP has advised WCL of its view that (a) the Agreement dated September 25, 1995 and the Supplemental Agreement dated November 18, 1995 between UP/SP on the one hand and Burlington Northern Railroad Company and The Atchison, Topeka and Santa Fe Railway Company, on the other hand (the "BN/Santa Fe Agreement") fully addresses all competition issues in the Control Case, (b) no competition issue in the Control Case justifies transfer of or a grant of access to any UP/SP property to WCL or any other carrier, and (c) it does not intend to voluntarily transfer or grant access to its properties to WCL or any other carrier in connection with the Control Case;

WHEREAS, after carefully reviewing the record in the Control Case, WCL has concluded the common control of UP and SP, as conditioned by the BN/Santa Fe Agreement is in the public interest and should be supported by WCL subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of their mutual promises, UP/SP and WCL agree as follows:

1. Transfer and Access to Properties

a) WCL's "Description of Anticipated Inconsistent or Responsive Application" designated as "WCL-2" and filed with the STB in the Control Case on January 29, 1996 listed line segments within the Central Corridor over which WCL anticipated filing inconsistent and/or responsive applications, including trackage rights and/or purchase applications. UP/SP agree that (i) if conditions in addition to or in lieu of the BN/Santa Fe Agreement are required as a condition to the merger with respect to the line segments described in WCL-2, or any lines in the Central Corridor (beginning in Kansas City and extending westward through the Denver/Pueblo area, Salt Lake City/Ogden area and on to the vicinity of San Francisco Bay to the west) or in Wisconsin, and (ii) UP cannot satisfy those conditions by negotiation with BN/Santa Fe or with the Illinois Central Railroad Company ("IC"), and (iii) UP/SP decide to go forward with the merger as so conditioned, then to the extent UP/SP have any choice in negotiating with other carriers to satisfy such additional conditions, and (iv) have satisfied their obligations to first negotiate with BN/Santa Fe and IC, they will next negotiate with WCL. Once negotiations with WCL have commenced, UP/SP will not negotiate with any other party until they have been unable to reach agreement with WCL.

b) UP/SP further agree that if prior to the decision of the STB in the Control Case, (i) they entertain the possibility of granting rights to a party other than WCL designed to remedy an alleged competitive problem caused by the common control of UP/SP on the lines identified in WCL-2 or any lines in the Central Corridor (beginning in Kansas City and extending westward through the Denver/Pueblo area, Salt Lake City/Ogden area and on to the vicinity of San Francisco Bay to the west) or in Wisconsin, and (ii) such alleged competitive problems can feasibly be solved by either WCL or such other party, they will negotiate with WCL, but only after having first satisfied any obligations to negotiate with BN/Santa Fe or IC. UP/SP will not, subject to their prior obligations to negotiate with BN/Santa Fe or IC, negotiate with any other party until they have been unable to reach agreement with WCL.

c) In the case of any negotiations conducted with WCL pursuant to the provisions of this Section 1, UP/SP agree that, subject to their prior obligations to negotiate with BN/Santa Fe or IC, if they are unable to reach agreement with WCL and subsequently negotiate with another party for the same rights, they will not offer such other party terms materially more favorable to those last offered to WCL without first offering such more favorable terms to WCL.

d) If WCL should agree to merge or come under common control with any Class 1 railroad, the terms of this section will be of no further force and effect.

2. Arbitration

Unresolved disputes and controversies concerning any of the terms and provisions of this Agreement or the application of charges hereunder shall be submitted for binding

arbitration under Commercial Arbitration Rules of the American Arbitration Association which shall be the exclusive remedy of the parties.

3. Further Assurances

The parties agree to execute such other and further documents and to undertake such acts as shall be reasonable and necessary to carry out the intent and purposes of this Agreement.

4. Third Party Beneficiaries

This Agreement is intended for the sole benefit of the signatories to this Agreement. Nothing in this Agreement is intended or may be construed to give any person, firm, corporation or other entity, other than the signatories hereto, their permitted successors and permitted assigns, and their affiliates any legal or equitable right, remedy or claim under this Agreement.

5. Governmental Approval

The parties agree to cooperate with each other and make whatever filings or applications, if any, are necessary to implement the provisions of this Agreement and whatever filings or applications may be necessary to obtain any approval that may be required by applicable law for the provisions of such agreements. WCL agrees not to oppose the primary application or any related applications in the Control Case, and not to seek any conditions in the Control Case, not to support any requests for conditions filed by others, and not to assist others in pursuing their requests. WCL will file a statement on March 29, 1996 with the STB supporting approval of the Control Case as conditioned by the BN/Santa Fe Agreement. WCL shall remain a party in the Control Case, but shall not participate further in the Control Case other than (a) to support the merger and this Agreement, (b) to protect the commercial value of the rights granted to WCL by this Agreement, and (c) to oppose requests for conditions by other parties which adversely affect WCL. WCL's obligations under this section extend to all contacts of WCL with third parties (including, but not limited to customers; federal, state and local governmental officials, and representatives of the media). WCL may, without violating its obligations under this section, respond to criticism, if any, directed at WCL in the Control Case by other parties to the control case.

UNION PACIFIC CORPORATION

By: _____
Title: _____

UNION PACIFIC RAILROAD COMPANY

By: Paul C. Lundy
Title: AVP-Law

**MISSOURI PACIFIC
RAILROAD COMPANY**

By: Paul C. Carley
Title: AVP-Law

**THE DENVER & RIO GRANDE
WESTERN RAILROAD COMPANY**

By: _____
Title: _____

**ST. LOUIS SOUTHWESTERN
RAILWAY COMPANY**

By: _____
Title: _____

WISCONSIN CENTRAL LTD.

By: _____
Title: _____

**SOUTHERN PACIFIC RAIL
CORPORATION**

By: _____
Title: _____

**SOUTHERN PACIFIC
TRANSPORTATION COMPANY**

By: _____
Title: _____

SPCSL CORP.

By: _____
Title: _____

FOX VALLEY & WESTERN LTD.

By: _____
Title: _____

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This Agreement is intended for the sole benefit of the signatories to this Agreement. Nothing in this Agreement is intended or may be construed to give any person, firm, corporation or other entity, other than the signatories hereto, their permitted successors and permitted assigns, and their affiliates any legal or equitable right, remedy or claim under this Agreement.

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The parties agree to cooperate with each other and make whatever filings or applications, if any, are necessary to implement the provisions of this Agreement and whatever filings or applications may be necessary to obtain any approval that may be required by applicable law for the provisions of such agreements. WCL agrees not to oppose the primary application or any related applications in the Control Case, and not to seek any conditions in the Control Case, not to support any requests for conditions filed by others, and not to assist others in pursuing their requests. WCL will file a statement on March 29, 1996 with the STB supporting approval of the Control Case as conditioned by the BNSanta Fe Agreement. WCL shall remain a party in the Control Case, but shall not participate further in the Control Case other than (a) to support the merger and this Agreement, (b) to protect the commercial value of the rights granted to WCL by this Agreement, and (c) to oppose requests for conditions by other parties which adversely affect WCL. WCL's obligations under this section extend to all contacts of WCL with third parties (including, but not limited to customers; federal, state and local governmental officials, and representatives of the media). WCL may, without violating its obligations under this section, respond to criticism, if any, directed at WCL in the Control Case by other parties to the control case.

UNION PACIFIC CORPORATION

By: Carl M. Berner
Title: VP - General Counsel

UNION PACIFIC RAILROAD COMPANY

By: Paul C. Lundy
Title: VP - Law

P. 002

TD 913836125893

PAGE.005/006

By: Paul C. [illegible]
TWO: AVP- [illegible]

**THE DENVER & RIO GRANDE
WESTERN RAILROAD COMPANY**

By: [Signature]
Title: Vice President

**ST. LOUIS SOUTHWESTERN
RAILWAY COMPANY**

Dr. [Signature]
Title: Vice President

WISDOMSIN CENTRAL LTD.

By: James H. Smith
Title: President

**SOUTHERN PACIFIC RAIL
CORPORATION**

By John A. [unclear]
TWO Victor P. [unclear]

**SOUTHERN PACIFIC
TRANSPORTATION COMPANY**

By: [Signature]
Time: 1:00 PM

EPCNL CORP.

By: John J. Hayes
Title: Vice President

FOX VALLEY & WESTERN LTD.

By: Edward J. J. J. J.
Title: President

GLANDORPAC® POLYSTY

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Item No. _____

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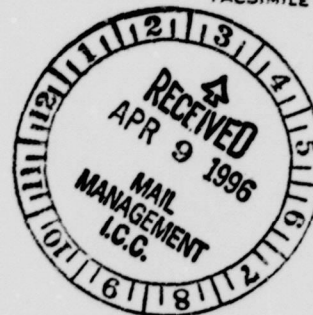
RKINS CUNNINGHAM

ATTORNEYS AT LAW
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WASHINGTON, D.C. 20036-1609
202 973-7600
FACSIMILE 202 973-7610

WRITER'S DIRECT DIAL
(202) 973-7608

1800 ONE COMMERCE SQUARE
2005 MARKET STREET
PHILADELPHIA, PA 19103-7042
215 851-6700
FACSIMILE 215 851-6710

April 9, 1996



BY HAND

Mr. Vernon A. Williams, Secretary
Surface Transportation Board
1201 Constitution Avenue, N.W., Room 1324
Washington, D.C. 20423

Re: Finance Docket No. 32760, Union Pacific Corp. --
Control and Merger -- Southern Pacific Rail Corp.

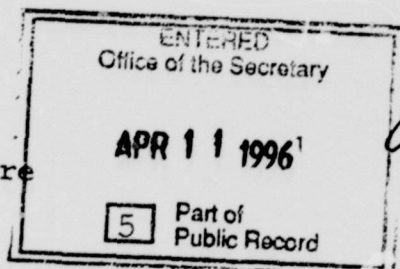
Dear Mr. Williams:

On April 5, 1996, Applicants¹ filed a document designated as UP/SP-208, Applicants' Petition to Strike or Dismiss Request for Conditions of Cen-Tex/South Orient Due to Failure to Respond to Discovery. Enclosed is a 3.5-inch disk containing the text of UP/SP-208 in WordPerfect 5.1 format, as requested by Decision No. 9 in this case.

Very truly yours,

James M. Guinivan
James M. Guinivan

Enclosure



¹Applicants in this proceeding are 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.

STB

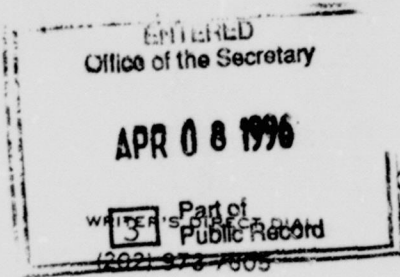
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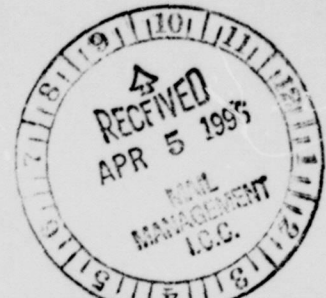
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April 5, 1996

HAND DELIVERED

Mr. Vernon A. Williams, Secretary
Surface Transportation Board
1201 Constitution Avenue, N.W., Room 1324
Washington, D.C. 20423

Re: Finance Docket No. 32760, Union Pacific Corp.,
et al. -- Control & Merger -- Southern Pacific
Corp., et al.

Dear Mr. Williams:

Enclosed for filing in the above-captioned proceeding
are an original and 20 copies of a document designated as UP/SP-
207, Applicants' Fourth Set of Interrogatories and Document
Requests for Production of Documents.

Yours truly,

Gerald P. Norton

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

APPLICANTS' FOURTH SET OF INTERROGATORIES
AND REQUESTS FOR PRODUCTION OF DOCUMENTS

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Pacific Railroad Company

April 5, 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' FOURTH SET OF INTERROGATORIES
AND REQUESTS FOR PRODUCTION OF DOCUMENTS

Pursuant to 49 C.F.R. §§ 1114.26 and 1114.30, and the Discovery Guidelines entered in this proceeding on December 7, 1995, and the rulings of Judge Nelson on March 8, 1996 ("March 8 rulings"), Applicants UPC, UPRR, MPRR, SPR, SPT, SSW, SPCSL and DRGW direct the following interrogatories and document requests to each party ("you") who made a filing on or about March 29, 1995, and is listed in Appendix A. You should respond to those requests designated for response by you.

Responses should be delivered as soon as possible, and in no event later than 5:00 p.m. on the sixth calendar day from the date of service hereof (see March 8 rulings, Tr. 2061). According to Judge Nelson, claims of undue burden must "be detailed as to time, money, physical limitations, geography, or any other factors making the alleged burden" (id., Tr. 2061), and you must bring documents for which claims

of irrelevance or privilege are made to a hearing on or about April 12, 1996, for review by the Administrative Law Judge and immediate production (id., Tr. 2056). 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

Applicants incorporate by reference the definitions and instructions in their first set of interrogatories and requests for production of documents. [A copy of those definitions and instructions is enclosed for parties not served with a first set.]

"March 29 filings" means any filing due March 29, 1996, that you made or served in response to the Application, including documents that were put or due to put in a document depository on or about April 1, 1996, in conjunction with those filings, pursuant to the March 8 rulings, or in response to the first set of discovery requests.

INTERROGATORIES

1. Identify the type of boilers at the North Valmy Station, state the manufacturer of the boilers, and the year(s) that those boilers were installed. [**Sierra Pac.**]
2. State the coal specifications for which the North Valmy Station boilers were designed. [**Sierra Pac.**]

3. State any alternative coal specifications for which the North Valmy Station boilers were designed. [Sierra Pac.]

4. State whether any modifications have been made to the North Valmy Station boilers since they were originally installed that affect the coal specifications for which they are designed and, if so, specify those modifications. [Sierra Pac.]

5. State all specifications developed for purposes of any actual or contemplated coal solicitations. [Sierra Pac.]

6. State all constraints on the coal that can be burned in the boilers at North Valmy Station, including without limitation:

- (a) HGI;
- (b) ash fusion;
- (c) BTU per pound;
- (d) ash percentage;
- (e) sulfur percentage; and
- (f) other constraints. [Sierra Pac.]

7. State (a) the pulverizer capacity at North Valmy Station, (b) whether there is spare pulverizer capacity at North Valmy Station, and (c) whether pulverizer capacity constrains the ability to use different kinds of coal at North Valmy Station. [Sierra Pac.]

8. With respect to the precipitator at North Valmy Station, state:

- (a) The SCA of the precipitator.
- (b) Whether the precipitator is hot-side or cold-side.
- (c) Whether fine gas conditioning capability has been installed.
- (d) Whether any evaluations have been undertaken as to whether fine gas conditioning capability is necessary and, if so, what the conclusions of such evaluations have been. [**Sierra Pac.**]

9. Describe in detail the blending capabilities and capacity at North Valmy Station, including without limitation a description of the facilities used for blending operations. [**Sierra Pac.**]

10. State each basis for the statement at page 13 of the Verified Statement of Jeffery Hill that the modification of the North Valmy Station boilers to burn PRB coal would "require millions of dollars," specify the dollar amount being referred to, and each basis on which that dollar amount has been determined. [**Sierra Pac.**]

11. State each basis for the statement at page 14 of the Verified Statement of Jeffery Hill that using higher moisture content coal "would result in a 1.5 to 2.0 percent decrease in boiler efficiency." [**Sierra Pac.**]

12. State the anticipated useful life of the boilers at North Valmy Station. [**Sierra Pac.**]

13. With respect to the transcript cited at KCS-33, p. 48, (a) who prepared it; (b) was it prepared from a recording (if so, produce it); (c) are there any notes (if so, produce them); (d) who provided it to KCS; (e) is KCS aware of any alterations from what was in fact said on the conference call, inserted by anyone; (f) if so, identify same and who inserted them; (g) state fully KCS' knowledge, or lack of knowledge, as to the accuracy of the transcript. [KCS]

DOCUMENT REQUESTS

1. To the extent not done as part of your prior discovery responses or March 29 filings, produce the analysis described at page 14 of the Verified Statement of Jeffery Hill concerning whether the North Valmy Station could use PRB coal. [Sierra Pac.]

2. To the extent not done as part of your prior discovery responses or March 29 filings, produce any proposals or studies relating to modifications at North Valmy Station to allow it to burn sub-bituminous coal. [Sierra Pac.]

3. To the extent not done as part of your prior discovery responses or March 29 filings, produce all engineering studies of the ability to burn alternative coals at North Valmy Station, including without limitation any engineering studies of the ability to burn sub-bituminous coal at North Valmy Station. [Sierra Pac.]

4. To the extent not done as part of your prior discovery responses or March 29 filings, produce all engineering studies of the ash fusion characteristics of coal burned at North Valmy Station. [Sierra Pac.]

5. To the extent not done as part of your prior discovery responses or March 29 filings, produce all engineering studies of the fine gas conditioning capability of the precipitator at North Valmy Station. [Sierra Pac.]

6. To the extent not done as part of your prior discovery responses or March 29 filings, produce all engineering studies of blending capabilities at North Valmy Station, including without limitation any studies of the need for additional blending capacity. [Sierra Pac.]

7. To the extent not done as part of your prior discovery responses or March 29 filings, produce the "preliminary analyses" referred to at page 14 of the Verified Statement of Jeffery Hill. [Sierra Pac.]

8. To the extent not done as part of your prior discovery responses or March 29 filings, produce all filings (including discovery responses) made with any Public Service Commission concerning the ability of the Valmy unit to burn alternative coals. [Sierra Pac.]

9. To the extent not done as part of your prior discovery responses or March 29 filings, provide copies of any

specifications developed for purposes of actual or contemplated coal solicitations. [Sierra Pac.]

10. Produce all documents relating to the survey conducted by L.E. Peabody & Associates, Inc., that is described on pp. 23-24, n.9, and Exhibit TDC-1 in Mr. Crowley's Verified Statement for SPI. [SPI]

Respectfully submitted,


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

April 5, 1996

APPENDIX

Parties upon whom this request is served:

Party	Interrogatory	Document Requests
KCS	13	
SPI		10
Sierra Pacific Power	1-12	1-9

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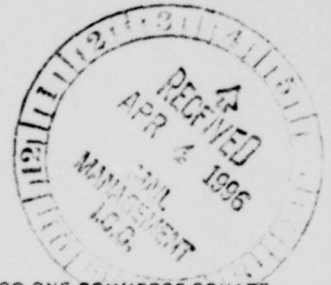
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April 4, 1996

BY HAND

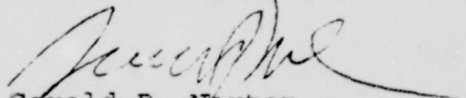
Mr. Vernon A. Williams, Secretary
Surface Transportation Board
1201 Constitution Avenue, N.W., Room 1324
Washington, D.C. 20423

Re: Finance Docket No. 32760, Union Pacific Corp. --
Control and Merger -- Southern Pacific Rail Corp.

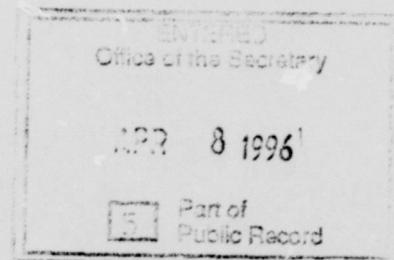
Dear Mr. Williams:

Enclosed for filing in the above-captioned proceeding are an original and 20 copies of a document designated as UP/ST-202, Applicants' Second Set of Interrogatories and Requests For Production of Documents To The Coalition For Competitive Rail Competition (Bartlett & Co. Grain, Eads, Colorado).

Very truly yours,


Gerald P. Norton

cc: Restricted Service List



BEFORE THE
SURFACE TRANSPORTATION BOARD

UP/SP-202



Finance Docket No. 32760

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

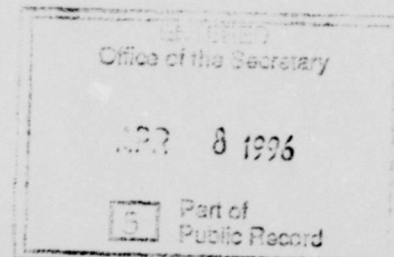
-- CONTROL AND MERGER --

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' SECOND SET OF INTERROGATORIES
AND REQUESTS FOR PRODUCTION OF DOCUMENTS
TO THE COALITION FOR COMPETITIVE RAIL COMPETITION
(BARTLETT & CO. GRAIN, EADS, COLORADO)

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Pacific Railroad Company

April 4, 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' SECOND SET OF INTERROGATORIES
AND REQUESTS FOR PRODUCTION OF DOCUMENTS
TO THE COALITION FOR COMPETITIVE RAIL COMPETITION
(BARTLETT & CO. GRAIN, EADS, COLORADO)

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 Coalition for Competitive Rail
Competition ("CCRT"). These discovery requests pertain to
Bartlett & Co. Grain, Eads, Colorado, which submitted a
statement in support of CCRT at p. 175 of CCRT 4.

Responses should be served as soon as possible, and
in no event later than 15 days from the date of service
hereof. CCRT 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 Eads and documents in the possession, custody or control of consultants or others who have assisted Eads in connection with this proceeding.

IX. "Bartlett" means Bartlett & Co. Grain, Eads, Colorado.

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 Bartlett, its counsel, or the consultants or others who have assisted Bartlett 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 Bartlett) 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. Provide a short description of the business conducted at Bartlett's Eads facility (for example "grain elevator," "fertilizer distributor").

2. State, by year and type of grain (wheat, corn, etc.), the number of bushels of grain moved out of Bartlett's Eads facility during 1994 and 1995.

3. State, by year and type of grain (wheat, corn, etc.), the number of bushels of grain bought or sold by Bartlett's Eads facility during 1994 and 1995 which was not moved through one of the elevators listed in the answer to Interrogatory No. 1.

4. List the specific locations and types of facilities to which Bartlett's Eads facility shipped the grain identified in response to Interrogatories Nos. 2 and 3.

5. If any of the grain identified in response to Interrogatories Nos. 2 and 3 was not shipped over the Towner-NA Junction rail line, how was it shipped (for example, owned or leased truck, commercial motor carrier, etc.)?

6. List the names and addresses of the motor carriers or truck operators that trucked grain from any of the elevators listed in your response to Interrogatory No. 1 during 1994 and 1995. If there are too many to list separately, you may answer "numerous."

7. State, by year and type of fertilizer (dry, liquid, anhydrous ammonia, etc.), the tons of fertilizer Bartlett's Eads facility purchased in 1994 and 1995.

8. If Eads presently owns or leases any trucks (including truck tractors or trailers), list the type and what

you normally use each truck for. You may exclude small vehicles such as pickup trucks and vans from your answer.

9. State the names and business addresses of the facilities which believed to be competitors for the Bartlett facility at Eads. If the number of competitors is greater than five, so indicate and state the names and addresses of the firms you believe to be your five principal competitors.

DOCUMENT REQUESTS

1. Produce copies of the annual report for Bartlett at Eads for the most recent two years available. If your annual reports are not produced for this facility, any existing financial reports or statements that show the financial results of the operations of Bartlett's Eads facility for these years need be produced. This document production request covers only financial reports or statements that already exist, and does not require any such reports or statements to be created.

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Attorneys for Southern
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Railway Company, SPCSL Corp. and
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Western Railroad Company

Respectfully submitted,

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

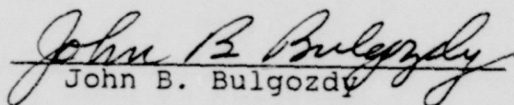
April 4, 1996

CERTIFICATE OF SERVICE

I, John B. Bulgozdy, certify that, on this 4th day of April, 1996, I caused a copy of the foregoing document to be served via facsimile and overnight delivery on John T. Estes, Executive Director, Coalition for Competitive Rail Competition, at 1029 North Royal Street, Suite 400, Alexandria, Virginia 22314 and Frank B. Miller, Manager, Bartlett & Co. Grain, 1401 Maine Street, P.O. Box 328, Eads, CO 81036, 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


John B. Bulgozdy

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BEFORE THE
SURFACE TRANSPORTATION BOARD

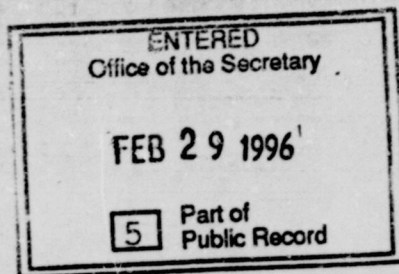
Finance Docket No. 32760

UNION PACIFIC CORPORATION, UNION PACIFIC RAILROAD
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

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ICC
RAILWAY

RAILWAY LABOR EXECUTIVES' ASSOCIATION'S
AND UNITED TRANSPORTATION UNION'S
THIRD SET OF INTERROGATORIES TO APPLICANTS

William G. Mahoney
Richard S. Edelman
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Washington, D.C. 20036
(202) 296-8500

Counsel for Railway Labor
Executives Association, Its
Affiliated Organizations and
United Transportation Union

Dated: February 27, 1996

**RAILWAY LABOR EXECUTIVES' ASSOCIATION'S
AND UNITED TRANSPORTATION UNION'S
THIRD SET OF INTERROGATORIES TO APPLICANTS**

The Railway Labor Executives' Association ("RLEA"), its affiliated organizations and the United Transportation Union, (collectively referred to herein as "RLEA/UTU") serve through counsel, pursuant to 49 C.F.R. §1114.26, the following interrogatories upon the Applicants. Answers to these interrogatories should be served upon counsel for RLEA: HIGHS AW, MAHONEY & CLARKE, P.C., 1050 17th Street, N.W., Suite 210; Washington, D.C. 20036; fifteen (15) days after service thereof.

RLEA/UTU hereby incorporate herein by reference and adopt for these interrogatories the definitions and instructions contained in their first set of interrogatories RLEA-4 which were dated January 2, 1996. For convenient reference, this third set of RLEA/UTU interrogatories are numbered consecutively with the first and second set of RLEA/UTU interrogatories, so the third set of interrogatories begin with interrogatory no. 86.

86. With respect to Applicants' plans to close existing terminals/reporting points for train and engine service employees (e.g., engineers, conductors, trainmen, switchmen, yardmen) and to open new terminals/reporting points; and with respect to Applicants' planned transfers of train and engine service employees and abolishment and creation of train and engine

service positions (see operating plan pp. 254-259, and labor impact exhibit pp. 410-413 and 419-421);

- a. State whether Applicants have any planned limitations as to maximum distances for relocation of reporting points for individual employees;
- b. State whether Applicants are willing to commit to any limitations as to maximum distances for relocation of reporting points for individual employees;
- c. If the answer to interrogatory 86b is yes, state any maximum distance limitation for relocation that Applicant are willing to accept.

87. Explain how Applicants plan to handle the dispatching work for a railroad with only 588 miles less trackage than the current SP and UP, but with more traffic, and additional trackage rights operations, with 144 fewer dispatchers; and state why Applicants believe that they can effectively handle dispatching in that manner.

88. Given discrepancies in descriptions of the planned abolishments of dispatcher positions between the operating plan (p. 241) and the labor impact exhibit (p. 422), state the number of dispatcher (non-management official) positions Applicants plan to abolish.

89. State whether the UP mainframe computer used for dispatching will be able to handle dispatching for the merged

system without an upgrade of that computer. If the answer is no, explain Applicants' plans for upgrading that computer, the timing of that upgrade and the anticipated cost of that upgrade.

90. State whether Applicants plan to honor the March 2, 1995 agreement between SPR and the American Train Dispatchers Department/BLE which precludes furloughs of any SP dispatchers through December 31, 1997. If the answer is no, explain the basis for a refusal to honor that agreement and any authority that Applicants will assert for failing to honor that agreement.

91. Explain why greater proportions of boilermaker, sheet metal worker and laborer positions are planned to be abolished than electrician and machinist positions.

92. Identify the craft of any employee who, after consummation of the common control and merger of UP and SP, will perform the work previously done by boilermakers, sheet metal workers and laborers whose jobs are abolished.

93. Identify any "efficiency benefits of the merger [that Applicants believe] cannot be achieved if UP/SP is required to maintain existing arrangements under which different maintenance crews must maintain parallel, or even adjacent, tracks in the same geographic area" (Application Vol. 3 p. 403).

94. With respect to any efficiency identified in response to interrogatory No. 93:

- a. Explain why such efficiency could not be achieved if existing arrangements were continued;
- b. Identify the dollar value of any efficiency not realized if existing track maintenance arrangements are continued;
- c. Relate any such efficiency identified in response to interrogatory No. 93 to any element of the proposed operating plan.
- d. Relate such efficiency identified in response to interrogatory No. 93 to any public benefit asserted by Applicants under the common control/merger or the proposed operating plan.

95. Identify what is meant by "parallel" and "adjacent" in the sentence from Application Vol. 3 p..403 which is quoted in interrogatory No. 93. In doing so, identify the distance between lines which Applicants believe would make them not adjacent, and identify the degree of divergence between lines which Applicants believe would make them not parallel.

96. With respect to Applicants assertion (Vol. 3 p. 255) of a need for common collective bargaining agreements for train service employees, state whether:

- a. Applicants deem necessary only common agreements, or whether they deem particular agreements to be necessary;

- b. Applicants are willing to allow the Brotherhood of Locomotive Engineers and the United Transportation Union to "cherry pick" provisions from existing agreements to form new common agreements;
- c. Applicants are willing to allow the Brotherhood of Locomotive Engineers and the United Transportation Union to designate any existing agreements of their own choosing to be the common agreements;
- d. If the answers to interrogatories Nos. 95 b, and/or c are no, explain the reasons for Applicants negative responses.

96. With respect to Applicants' desire for single agreements for planned new territories (seniority districts) and system gangs for maintenance of way and signal workers (Vol. 3 pp. 259-265), state whether:

- a. Applicants deem necessary only single agreements or whether they deem particular agreements to be necessary;
- b. Applicants are willing to allow the Brotherhood of Maintenance of Way ("BMWE") and the Brotherhood of Railroad Signalmen ("BRS") to "cherry pick" provisions from existing agreements to form new single agreements for the planned new maintenance of way and signal territories;
- c. Applicants are willing to allow the BMWE and the BRS to designate any existing agreements of their choosing to be the single agreements for the planned new maintenance of way and signal territories and system gangs;
- d. If the answers to interrogatory Nos. 96 b, and/or c are no, explain the reasons for Applicants' negative responses.

97. What were the bases for Applicants' selection (Vol. 3 p. 259-265) of particular collective bargaining agreements as the single agreements for maintenance of way and signal workers intended to work on the planned new larger maintenance of way and signal territories and system gangs.

98. Are Applicants willing to commit to using BMWWE represented maintenance of way workers for all of the track and right-of-way construction and rehabilitation work to be done in connection with the merger. If not, state why not.

99. If the answer to interrogatory No. 98 is no, are Applicants willing to refrain from using contractors or other non-BMWWE represented employees for Application-related track and right-of-way construction and rehabilitation while any pre-August 1995 maintenance of way employee who has not separated from Applicants is furloughed? If not, then state why not.

100. Are Applicants willing to commit to using BRS-represented signalmen for all signal work involved in track and right-or-way construction and rehabilitation work done in connection with the merger? If not, state why not.

101. If the answer to interrogatory No. 100 is no, state whether Applicants are willing to refrain from using contractors or other non-BRS-represented employees for signal work involved

in Application-related track and right-of-way construction and rehabilitation while any pre-August 1995 signalmen who is not separated from Applicants is furloughed. If not, why not.

102. Describe the anticipated consequences of the proposed common control/merger on SP water service employees represented by the Sheet Metal Workers International Association.

103. Do Applicants plan to contract-out any work now performed by bargaining unit employees? If the answer is no, are Applicants willing to commit to refraining from contracting-out work now performed by bargaining unit employees as a condition of STB approval of the common control/merger. If Applicants are unwilling to make such a commitment, explain the reasons for the negative response.

104. Describe Applicants' plans regarding the rates of pay of current SP employees who are currently working at rates below those applicable on other Class I railroads. Will applicants restore the rates for those employees to the standard Class I rates? If the answer is no, explain why Applicants do not plan to restore such employees to national standard rates.

105. Explain how Applicants plan to handle the maintenance of way work for a railroad with only 588 miles less trackage than

the current SP and UP, and with more traffic, using 261 fewer rail and tie gang employees.

106. Of the sales of real estate owned by SPT, SSW or SPR since 1988, identify how much money was realized from sales of real estate not used for train operations, and how much money was realized from sales of rail lines, and how much money was realized from sales of transit corridors to municipalities, public agencies or public authorities for their passenger operations with leasebacks for freight operations.

107. With respect to Philip Anschutz' assertion (Anschutz Transcript at 35) that he could have sold his interest in the Denver Rio Grande & Western Railroad for \$333 million, explain any factual basis for that assertion.

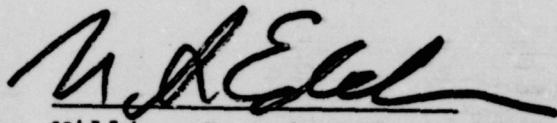
108. Identify any asset of Southern Pacific Transportation Corporation which was pledged as collateral for debt incurred in connection with the RGI Industries acquisition of Southern Pacific Transportation Company which is still pledged as collateral.

109. Explain how and when the debt incurred in RGI Industries' acquisition of Southern Pacific Transportation Company was repaid.

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110. Identify any and all corporations owned or controlled by Philip Anschutz, any member of Mr. Anschutz' family or The Anschutz Corporation which provide services, products or consulting work to SPR.

Respectfully submitted,



William G. Mahoney

Richard S. Edelman

Donald F. Griffin

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Suite 210
Washington, D.C. 20036
(202) 296-8500

Counsel for Railway Labor
Executives Association, Its
Affiliated Organizations and
United Transportation Union

Dated: February 26, 1996

CERTIFICATE OF SERVICE

I hereby certify that I have this day caused to be served a copy of Railway Labor Executives' Association's And United Transportation Union's Third Set Of Interrogatories To Applicants, by hand-delivery to the offices of:

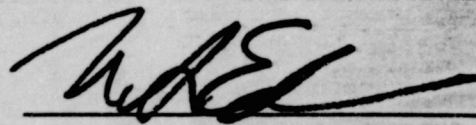
Paul A. Cunningham
HARKINS CUNNINGHAM
1300 19th Street, N.W.
Suite 600
Washington, D.C. 20036

Arvid E. Roach, II
COVINGTON & BURLING
1201 Pennsylvania Avenue, N.W.
P. O. box 7566
Washington, D.C. 20044

Erika Z. Jones
MAYER, BROWN & PLATT
2000 Pennsylvania Avenue, N.W.
Suite 6500
Washington, D.C. 20006

and by first-class mail, postage prepaid to all other parties of record on the restricted service list.

Dated at Washington, D.C. this 27th day of February, 1996.



Richard S. Edelman

STB

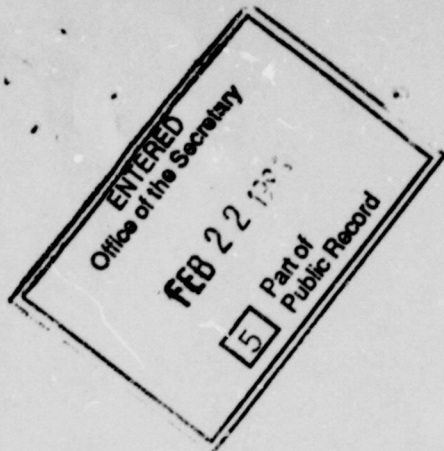
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KCS-20

BEFORE THE
SURFACE TRANSPORTATION BOARD

Finance Docket No. 32760



UNION PACIFIC CORPORATION, UNION PACIFIC RAILROAD COMPANY
AND MISSOURI PACIFIC RAILROAD COMPANY
-- CONTROL 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 KANSAS CITY SOUTHERN RAILWAY COMPANY'S
FIFTH DISCOVERY REQUESTS TO APPLICANTS

Richard P. Bruening
Robert K. Dreiling
The Kansas City Southern
Railway Company
114 West 11th Street
Kansas City, Missouri 64105
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Fax: (816) 556-0227

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601 Pennsylvania Avenue, N.W.
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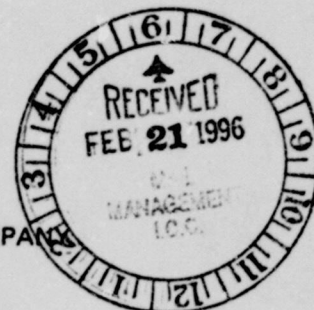
Attorneys for The Kansas City Southern
Railway Company

February 21, 1996

BEFORE THE
SURFACE TRANSPORTATION BOARD

Finance Docket No. 32760

UNION PACIFIC CORPORATION, UNION PACIFIC RAILROAD COMPANY
AND MISSOURI PACIFIC RAILROAD COMPANY
-- CONTROL 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 KANSAS CITY SOUTHERN RAILWAY COMPANY'S
FIFTH DISCOVERY REQUESTS TO APPLICANTS

Pursuant to 49 C.F.R. §§ 1114.21 - 1114.31, The Kansas City Southern Railway Company ("KCS") directs the following requests to Union Pacific Corporation, Union Pacific Railroad Company and Missouri Pacific Railroad Company and to Southern Pacific Rail Corporation, Southern Pacific Transportation Company, St. Louis Southwestern Railway Company, SPCSL Corp., and The Denver and Rio Grande Western Railroad Company, collectively referred to as "Applicants."

KCS incorporates by reference the definitions of the Railroad Entities, Definitions and Instructions contained in its First Interrogatories (KCS-7, pp. 1-8) as if fully set forth herein.

INTERROGATORIES

72. Identify and produce copies of all financial statements of Western Rail Properties, Inc., a wholly-owned carrier subsidiary of CNW (or one of its predecessor corporations, including Chicago and North Western Holdings Corp. or Chicago and North Western Transportation Company), used to increase the "CNW (1994)" amounts found at N03-000344, *et seq.* and carried forward in preparation of Applicants' Appendices B through D.

73. Identify and produce copies of any Form R-1 Schedules 210, 410 and 755, which were prepared in the normal course of business by the CNW, whether or not filed with the Commission.

74. Produce copies of the Annual Reports Form R-1 for the UP, SP and CNW for the years 1990 through 1994.

75. Produce copies of the "I.C.C. Wage Forms A&B" for the UP, SP and CNW for the years 1990 through 1994.

76. Identify the relevant page numbers and produce copies of all workpapers supporting the Applicants' claimed labor savings calculations (shown at pp. C04-300379 through C04-300391 in the Applicants' workpapers), including but not limited to (a) the specific application of the number of agreement and nonagreement positions abolished, created or transferred to determine the cash labor impact, and (b) the adjustments made to exclude the effects of CNW consolidations from the labor impact claims attributed to the proposed UP/SP merger.

77. Identify the relevant document page numbers and produce copies of all workpapers supporting the Applicants' claimed car miles, car hours, gross ton miles, train miles and diesel fuel consumption outputs (shown at pp. C04-300396 through C04-300404) that were used by Richard Kauders to estimate the costs of handling increased levels of traffic.

78. Identify the relevant document page numbers and produce copies of all workpapers supporting the Applicants' claimed car miles, car hours, gross ton miles, train miles, and diesel fuel consumption outputs (shown at p. C04-300446) that were used by Richard Kauders to estimate the benefits of handling increased levels of traffic.

79. Identify the relevant page numbers and produce copies of all workpapers supporting the Applicants' claimed savings attributable to the following items on the "Supply Sub-Team's" "Operating Expense Benefits - Monetary Measures" (shown at pp. C04-300048 through C04-300049):

(a) "Adopt Pro-Card for SP;"

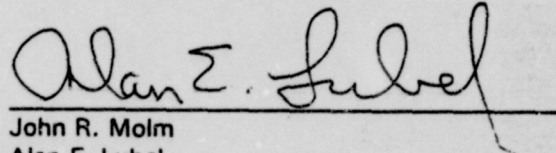
- (b) "Settegast, Tucson, El Paso, Hinkle, Colton Warehouse OE;"
- (c) "Internal Material Transportation;"
- (d) "Combined Vehicle Fleet;"
- (e) "OE Budget - Savings for Sacra, Pinebluff, Houston & Gen. Off;"
- (f) "Material Purchases Savings;"
- (g) "Inventory Reduction - Carrying/Handling Costs;"
- (h) "Capital Service Contracts;" and
- (i) "Capital Purchases Material Savings."

80. Please produce (or, if the documents are in the Applicants' depository, identify the relevant document page numbers for) the "BN/SF and SP analysis" and workpapers referred to in document number HC32-000051 as having been used "last May."

This 21st day of February, 1996.

Richard P. Bruening
Robert K. Dreiling
The Kansas City Southern
Railway Company
114 West 11th Street
Kansas City, Missouri 64105
Tel: (816) 556-0392
Fax: (816) 556-0227

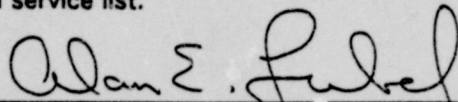
James F. Rill
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Tel: (202) 274-2950
Fax: (202) 274-2994

Attorneys for The Kansas City Southern
Railway Company

CERTIFICATE OF SERVICE

I hereby certify that a true copy of the foregoing "Kansas City Southern Railway Company's Fifth Discovery Requests to Applicants" was served this 21st day of February, 1996, by hand-delivery, facsimile, or overnight delivery on the Surface Transportation Board, counsel for Applicants, the United States Secretary of Transportation, the Attorney General of the United States, and counsel for all other parties on the restricted service list.

A handwritten signature in cursive script, reading "Alan E. Fulbel", written over a horizontal line.

Attorney for The Kansas City Southern
Railway Company

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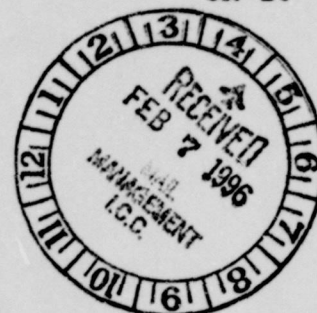
ENTERED
Office of the Secretary

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3 Part of
Public Record

BEFORE THE
SURFACE TRANSPORTATION BOARD

CR-10



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

CONSOLIDATED RAIL CORPORATION'S
THIRD REQUEST TO BNSF CORPORATION
FOR THE PRODUCTION OF DOCUMENTS

Pursuant to 49 C.F.R. §§ 1114.21 - 1114.31 and the
Discovery Guidelines entered pursuant to order dated December 5,
1995 ("Discovery Guidelines"), Consolidated Rail Corporation
("Conrail") hereby submits its Third Request for Production of
Documents to BNSF Corporation.

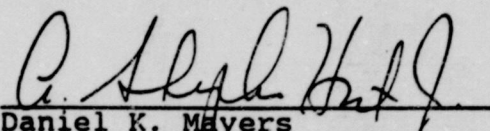
Conrail hereby incorporates by reference the
Definitions and Instructions contained in its First Request for
Production of Documents to BNSF Corporation (designated as
document CR-5), served December 28, 1995, and its First Set of
Interrogatories and Second Request for Production of Documents to

BNSF Corporation (designated as document CR-7), served February 2, 1996, as if fully set forth herein.

REQUEST FOR PRODUCTION OF DOCUMENTS

1. Provide all BN/Santa Fe timesheets for the month of October 1995 (or any other representative consecutive four week period identified by agreement between counsel for Conrail and counsel for BNSF) for BN/Santa Fe's route between Memphis and St. Louis.

Constance L. Abrams
Jonathan M. Broder
Anne E. Treadway
CONSOLIDATED RAIL CORPORATION
2001 Market Street
Philadelphia, PA 19101


Daniel K. Mayers
William J. Kolasky, Jr.
A. Stephen Hut, Jr.
Steven P. Finizio
Alex E. Rogers
WILMER, CUTLER & PICKERING
2445 M Street, N.W.
Washington, D.C. 20037

February 7, 1996

CERTIFICATE OF SERVICE

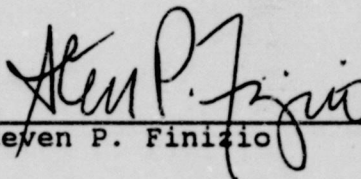
I certify that on this 7th day of February, 1996, a copy of the foregoing Consolidated Rail Corporation's Third Request to BNSF Corporation for the Production of Documents was served by hand delivery to:

Erika Z. Jones
Mayer, Brown and Platt
2000 Pennsylvania Avenue, N.W.
Suite 6500
Washington, D.C. 20006

Arvid E. Roach II
S. William Livingston, Jr.
Michael L. Rosenthal
Covington & Burling
1201 Pennsylvania Avenue, N.W.
P.O. Box 7566
Washington, D.C. 20044

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

and served by first-class mail, postage pre-paid, to all parties on the Restricted Service List.



Steven P. Finizio

STB

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1-30-96

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[Handwritten signature]

Item No. _____

Page Count 7

JAN 406

WILLIAM L. SLOVER
C. MICHAEL LOFTUS
DONALD G. AVERY
JOHN H. LE SEUR
KELVIN J. DOWD
ROBERT D. ROSENBERG
CHRISTOPHER A. MILLS*
FRANK J. PERGOLIZZI
ANDREW B. KOLESAR III
PATRICIA E. DIETRICH

* ADMITTED IN ILLINOIS ONLY

SLOVER & LOFTUS

ATTORNEYS AT LAW
1224 SEVENTEENTH STREET, N.W.
WASHINGTON, D.C. 20036

January 30, 1995



Via Hand Delivery

Office of the Secretary
Case Control Branch
Attn: Finance Docket No. 32760
Surface Transportation Board
1201 Constitution Avenue, N.W.
Washington, D.C. 20423

JAN 31 1996

Re: 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, et al.

Gentlemen:

We have discovered two typographical errors in the Petition of Commonwealth Edison Company for Clarification and Waiver which was filed with the Board yesterday (January 29, 1996). The first error appears in the sixth line of the third paragraph on the first page following the cover page, and the other appears in the fourth line of footnote 3 on the third numbered page following the cover page. Also, the pages of the Petition are mis-numbered.

Accordingly, enclosed herewith are the corrected original and twenty copies of the above-described Petition which should be substituted for those filed yesterday. Also enclosed is a WordPerfect 5.1 diskette containing the corrected version of this pleading.

Sincerely yours,

Christopher A. Mills

CAM:mfw
Enclosures

cc: All parties of record

Office of the Secretary

JAN 31 1996

BEFORE THE
SURFACE TRANSPORTATION BOARD



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

Finance Docket No. 32760

PETITION OF
COMMONWEALTH EDISON COMPANY
FOR CLARIFICATION AND/OR WAIVER

COMMONWEALTH EDISON COMPANY

By: C. Michael Loftus
Christopher A. Mills
1224 Seventeenth Street, N.W.
Washington, D.C. 20036
(202) 347-7170

Attorneys and Practitioners

Dated: January 29, 1996

PETITION OF
COMMONWEALTH EDISON COMPANY
FOR CLARIFICATION AND/OR WAIVER

Pursuant to Decision No. 9 in this proceeding, Commonwealth Edison Company ("ComEd")¹ hereby submit this, its Petition for Clarification and/or Waiver of certain Board requirements applicable to responsive applications.

1. ComEd requests clarification that responsive applications seeking only line acquisition for purposes of continued rail operations or trackage rights as a condition require neither environmental documentation (see 49 C.F.R. § 1105.6(c)(4)), nor an historical report (see 49 C.F.R. § 1105.8(b)(1) and (3)).

As explained in its Description of Anticipated Responsive Applications, filed contemporaneously herewith, ComEd expects to seek, in the alternative, either acquisition of or trackage rights over certain lines of the Applicants, on behalf of a rail carrier unaffiliated with Applicants, in order to preserve the benefits of competitive options that ComEd presently enjoys for its coal traffic. The above-referenced regulations expressly exclude such line acquisition and trackage rights applications from the class of transactions that normally require environmental and/or historical documentation.² However, Deci-

¹The identity of ComEd and its interest in this proceeding were explained in its Notice of Intent to Participate filed herein on January 16, 1996.

² The line acquisition contemplated would be for the purpose of continued rail operations, and further Board approval would be (continued...)

sion No. 9 could be read as requiring that line acquisition and trackage rights responsive applications include such documentation anyway, unless they also satisfy the alternative basis for exemption set out in § 1105.6(c)(2), to-wit, compliance with the thresholds set forth therein.

To avoid uncertainty, ComEd requests the Board to clarify that responsive applications seeking only line acquisition for purposes of continued operations or trackage rights are exempt under §§ 1105.6(c)(4) and 1105.8(b)(1) and (3) from the requirement that environmental and historical documentation be filed with the applications.

2. In the alternative, if the response to the preceding clarification request is negative, ComEd requests clarification or waiver of the six-month pre-notification requirement for applications requiring an Environmental Impact Statement (49 C.F.R. §1105.10(a)(1)), insofar as necessary to permit ComEd's pre-filing consultations with the Board's Section of Environmental Analysis, to be scheduled shortly, to satisfy that notice requirement.

3. Finally, ComEd seeks waiver of all requirements in 49 C.F.R. § 1180 for the inclusion of information from "applicant

²(...continued)
required to abandon service following the sale of the lines involved to an independent rail carrier. ComEd does not expect that the acquisition and continued operation of such lines would involve the disposal of any properties subject to Board jurisdiction that are 50 years old or older. Thus, the acquisition application would not require the preparation of an historical report under 49 C.F.R. § 1105.8(b)(1).

carriers" in its responsive applications. This is necessary because ComEd is a non-carrier, seeking a trackage rights condition on behalf of a suitable third-party carrier for the purpose of preserving competition. ComEd would prefer that such trackage rights be exercised by an independent rail carrier, such as Montana Rail Link, Inc. However, depending on the positions taken -- and the final terms of settlements reached -- by such rail carrier(s), or the conditions imposed by the Board with respect to any grant of merger authority, ComEd is unable to determine at this time what rail carrier is the most suitable carrier to acquire or operate via trackage rights over the lines involved. Because the identity of the purchaser or trackage rights operator/recipient is thus presently uncertain, and may not be resolved when responsive applications are due,³ ComEd may be unable to supply the information normally expected from applicant carriers in line acquisition or trackage rights proceedings, as specified in, e.g., §§ 1180.6(a)(5) and 1180.6(b)(1)-(6).

Rather than requiring "applicant carrier" information as part of ComEd's responsive line acquisition and trackage rights applications, the Board should require such information to be filed only if and when ComEd's carrier nominee is objected to

³Nothing in the Board's regulations prevents the Board from conditioning its approval of the primary application on the Applicants' agreement to grant trackage rights to any suitable rail carrier designated by ComEd, rather than to a specific carrier.

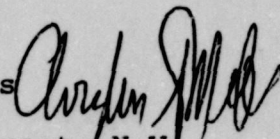
by Applicants, at which point the suitability of the nominee could be determined by the Board in subsequent proceedings.⁴

Relief similar to that sought herein by ComEd was requested by several electric utilities who participated in the BN/Santa Fe merger proceeding (Finance Docket No. 32549, Burlington Northern Inc. and Burlington Northern Railroad Company -- Control and Merger -- Santa Fe Pacific Corporation and The Atchison, Topeka and Santa Fe Railway Company), and who sought trackage rights conditions on behalf of unspecified rail carriers. Such relief was granted by the Interstate Commerce Commission in Decision No. 15 served April 20, 1995, in Finance Docket No. 32549. That decision constitutes a strong precedent for granting the relief requested here.

Respectfully submitted,

COMMONWEALTH EDISON COMPANY

By: C. Michael Loftus
Christopher A. Mills
Slover & Loftus
1224 Seventeenth Street, N.W.
Washington, D.C. 20036
(202) 347-7170



Attorneys and Practitioners

Dated: January 29, 1996

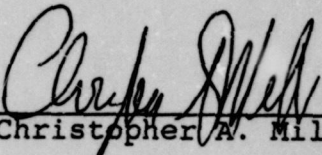
⁴Such follow-up proceedings are of course commonplace in mergers, typically dealing with the implementation of labor protective conditions, compensation for trackage rights, etc.

CERTIFICATE OF SERVICE

I hereby certify that, on this 30th day of January, 1996, I caused a copy of the foregoing corrected Petition for Clarification and/or Waiver to be served by hand on the individuals listed below, and by first-class United States mail, postage prepaid, on all other persons on the service list for this proceeding.

Arvid E. Roach II, Esq.
Covington & Burling
1201 Pennsylvania Avenue, N.W.
Washington, D.C. 20044

Paul A. Cunningham, Esq.
Harkins Cunningham
1300 Nineteenth Street, N.W.
Washington, D.C. 20036



Christopher A. Mills

STB

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1-29-96

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KENN-3

BEFORE THE
SURFACE TRANSPORTATION BOARD

Finance Docket No. 32760

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

— CONTROL AND MERGER —

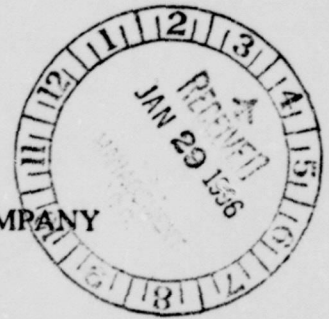
SOUTHERN PACIFIC RAIL CORPORATION,
SOUTHERN PACIFIC TRANSPORTATION COMPANY, ST. LOUIS
SOUTHWESTERN RAILWAY COMPANY, SPCSL CORP. AND THE
DENVER AND RIO GRANDE WESTERN RAILROAD COMPANY

FIRST SET OF INTERROGATORIES AND
REQUESTS FOR PRODUCTION OF DOCUMENTS OF
KENNECOTT UTAH COPPER CORPORATION
AND KENNECOTT ENERGY COMPANY UPON BNSF

John K. Maser III
Jeffrey O. Moreno
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1100 New York Avenue, N.W.
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(202) 371-9500

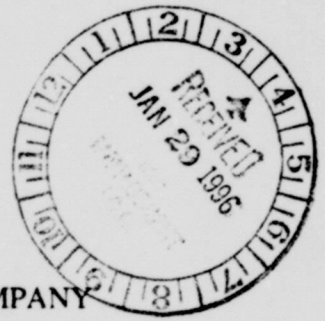
*Attorneys for Kennecott Utah Copper
Corporation and Kennecott Energy Company*

January 29, 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

**FIRST SET OF INTERROGATORIES AND
REQUESTS FOR PRODUCTION OF DOCUMENTS OF
KENNECOTT UTAH COPPER CORPORATION
AND KENNECOTT ENERGY COMPANY UPON BNSF**

Pursuant to the Surface Transportation Board's ("STB" or "Board") General Rules of Practice, 49 C.F.R. §§1114.21 to 1114.31, Kennecott Utah Copper Corporation and Kennecott Energy Company ("Kennecott") submit the following initial interrogatories and requests for production of documents to BNSF Corporation ("BNSF"). Kennecott requests that BNSF comply with these discovery requests by February 13, 1996. Kennecott further requests that BNSF, in accordance with the Discovery Guidelines established in this proceeding, notify the undersigned of any objections they may have to these requests so that an attempt may be made to resolve such objections informally and expeditiously.

DEFINITIONS

A. "Applicants" or "Applicant" 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, 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., Chicago & North Western Railway Company, Phillip F. Anschutz and The Anschutz Corporation.

B. "BNSF" means BNSF Corporation or the entity resulting from the merger of BN with Santa Fe. This term also includes The Atchison, Topeka & Santa Fe Railway Company and the Burlington Northern Railroad Corporation, prior to their merger.

C. "BNSF Agreement" means the agreement between UP and SP and BNSF relating to the proposed UP/SP merger that was attached to the Verified Statement of John H. Rebensdorf in Vol. 1 of the Railroad Merger Application in this docket dated November 30, 1995.

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

E. "Colowyo Mine" means Kennecott Energy Company's coal mine located along the SP's rail line near Craig, Colorado.

F. "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, intracompany or other communications, business records, agreements, contracts, correspondence, telegrams, memoranda, studies, projections, summaries of records of telephone or personal conversations of interviews, reports, diaries, log books, notebooks, forecasts, photographs, maps, tape recordings, computer tapes, computer programs, computer printouts, computer models, statistical or financial statements, graphs, charts, sketches, note charts, plans, drawings, minutes or records of 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:

(1) Both basic records and summaries of such records (including computer runs);

(2) Both original versions and copies that differ in any respect from original versions; and

(3) Both documents in the possession of Applicants and documents in the possession of consultants, counsel, or any other person that has assisted Applicants.

G. The term "identify," when used with reference to a document, means to state its title or other identifying data; the kind of document; its present location and custodian; its date or approximate date; the identity of the author, originator, sender, and each person who received the document; and the general subject matter.

H. "Kennecott" means Kennecott Utah Copper Corporation and/or Kennecott Energy Company.

I. "Magna, Utah facilities" means the facilities of Kennecott Utah Copper Corporation located in the vicinity of Magna, Utah and served by the UP at its Garfield rail yard and by the SP at its Magna rail yard.

J. "Official," "officer," "employee," "representative," or "agent" includes any natural or corporate person, including attorneys.

K. "Person," as used herein, refers to any natural person, any business entity (whether partnership, association, cooperative, joint venture, proprietorship, or corporation), and any governmental or other public entity, department, administration, agency, bureau or political subdivision thereof, or any other form of organization or legal entity, and all their officials, officers, employees, representatives and agents, including consultants. Furthermore, references to a company, a corporation, a partnership, or any form of business entity include officers, directors, employees, consultants to, and agents thereof, except where the context clearly requires otherwise.

L. The term "produce" means to make legible, complete and exact copies of the responsive documents, which are to be sent, via first class mail, to the undersigned. "Produce"

also means to supply the undersigned with a detailed index of the documents which are produced into the depository, and a catalogue of the precise location of the documents in the depository by bates number.

M. "Referring to" a subject means making a statement about, discussing, describing, reflecting, dealing with, consisting of, constituting, comprising, or in any way concerning, in whole or in part, the subject.

N. "Shippers" means a user of rail services, including a consignor, consignee, or receiver.

O. "SP" means 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, together with any parent, subsidiary or affiliated corporation, partnership or other legal entity, including, but not limited to, Philip F. Anschutz and The Anschutz Corporation.

P. "Studies, analyses, and reports" include studies, analyses, and reports in whatever form, including letters, memoranda, tabulations, and computer printouts of data selected from a database.

Q. "UP" means Union Pacific Corporation, Union Pacific Railroad Company, and Missouri Pacific Railroad Company, individually and collectively, 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 & North Western Railway Company.

INSTRUCTIONS

A. The time period encompassed by these requests, unless otherwise stated, is January 1, 1992 to the present, and shall extend to the end of this proceeding to the extent documents responsive to these requests are discovered or created or otherwise acquired by Applicants during the pendency of this proceeding.

B. All uses of the conjunctive include the disjunctive and vice versa. Words in the singular include the plural and vice versa. "Each" shall be construed to include "all," and the present tense shall include the past tense and vice versa.

C. If Applicants withhold any document or any part of a document on the claim that such document is privileged or confidential, Applicants are to:

- (1) Identify the nature of the document;
- (2) Identify the subject matter of the document, *i.e.*, briefly describe the contents of the document;
- (3) Identify the author and all addressees or recipients of the document;
- (4) Identify the date of the document; and
- (5) State the nature of the claim that the document is privileged or confidential.

D. If any document called for by these requests for production is not available or accessible, such request(s) for production shall be deemed to call for sufficient explanation of the reasons therefor, as well as an identification of the unavailable or inaccessible document(s).

E. If any document or information called for by these requests for production is available in computerized format, produce the document or information in that format, along with a description of the software utilized, instruction books, and all other material necessary to translate the documents or information from computerized to hard copy format.

F. Where any interrogatory or document 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.

G. Where any interrogatory or document request refers to "BNSF", and the response for BN would be different from the response for the Santa Fe, give separate responses for each.

INTERROGATORIES

Interrogatory No. 1

Identify all officers and managers employed by BNSF who have or will have marketing and operational responsibility for Kennecott rail shipments originating or terminating at Kennecott's Magna, Utah facilities.

Interrogatory No. 2

Describe BNSF's operating plan for handling shipments originating or terminating at Kennecott's Magna, Utah facilities if the proposed merger and BNSF Agreement are approved. Identify all studies, analyses and reports or other documents, including work papers, relating to such plan.

Interrogatory No. 3

Describe BNSF's operating plan for movements in the corridors over which it has been granted trackage rights by the BNSF Agreement from Denver, CO to Salt Lake City, UT and from Salt Lake City, UT to Oakland, CA. Identify all studies, analyses and reports or other documents, including work papers, relating to such plan.

Interrogatory No. 4

State the amount of traffic originating or terminating at Kennecott's facilities in Magna, Utah that BNSF expects to handle annually under the BNSF Agreement after consummation of the proposed merger. Identify all studies, analyses and reports or other documents, including work papers, relating to predicted traffic shifts. Also, identify all persons who participated in such studies.

Interrogatory No. 5

Describe in detail the operational control BNSF will have in determining the movement of traffic over the lines in the Denver to Salt Lake City and Salt Lake City to Oakland corridors for which BNSF has been granted trackage rights under the BNSF Agreement. Identify all studies,

analyses and reports or other documents, including work papers, relating to that operational control. Also, identify all persons primarily responsible for the preparation of the documents identified in response to this interrogatory.

Interrogatory No. 6

State what investment in facilities, equipment and labor BNSF plans to make in order to operate over the lines from Denver to Salt Lake City and Salt Lake City to Oakland for which BNSF has been granted trackage rights under the BNSF Agreement, including but not limited to investment in cars, yards, locomotives, signaling systems, dispatching facilities and station facilities. Identify all documents relating to such investment.

Interrogatory No. 7

State the number of hoppers, gondolas, 90-ton boxcars and 100 ton boxcars BNSF intends to acquire if the BNSF Agreement is approved.

Interrogatory No. 8

In the event of loss and/or damage relating to Kennecott traffic that may be carried by BNSF pursuant to trackage rights granted in the BNSF Agreement, will UP/SP or BNSF assume responsibility for compensation for loss and/or damage?

Interrogatory No. 9

Given the additional costs inherent in trackage rights movements (most notable, compensation for use of the incumbent carrier's line), how does BNSF expect to competitively price Kennecott traffic transported by BNSF pursuant to trackage rights granted by the BNSF Agreement?

Interrogatory No. 10

Identify each instance in which BNSF was unable to provide timely service to a shipper due to a car supply shortage of gondolas, 90-ton and larger boxcars, and hoppers. For each such

instance, state the duration of the shortage and identify the shippers adversely affected by the shortage.

Interrogatory No. 11

Provide the number of hoppers, gondolas, 90-ton boxcars and 100-ton boxcars that BNSF has in its fleet of cars.

Interrogatory No. 12

State the name, address and job title or position of each individual (1) who was consulted for responses to these interrogatories and document requests, or (2) who participated in preparation of responses to these interrogatories and document requests, or (3) who have knowledge concerning the facts contained in the responses.

Interrogatory No. 13

Identify each document not identified in response to a prior interrogatory or produced in response to a document request herein to which you referred or on which you relied in preparation of your responses to these interrogatories.

DOCUMENT REQUESTS

Document Request No. 1

Produce any studies, analyses, or reports conducted by or on behalf of BNSF that identify the traffic levels available to BNSF on the Central Corridor between Denver, CO and Northern California and/or the profitability of such traffic.

Document Request No. 2

Produce all documents identified in response to Interrogatory No. 2.

Document Request No. 3

Produce all documents identified in response to Interrogatory No. 3.

Document Request No. 4

Produce all documents identified in response to Interrogatory No. 4.

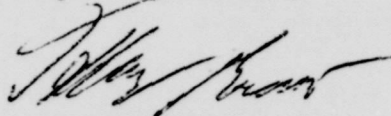
Document Request No. 5

Produce all documents identified in response to Interrogatory No. 5.

Document Request No. 6

Produce all documents identified in response to Interrogatory No. 6.

Respectfully submitted,



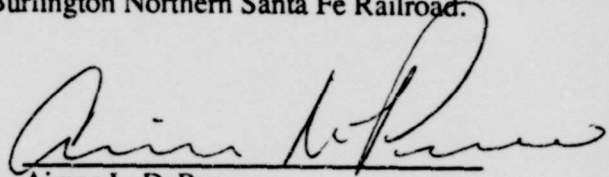
John K. Maser III
Jeffrey O. Moreno
DONELAN, CLEARY, WOOD & MASER, P.C.
1100 New York Avenue, N.W., Suite 750
Washington, D.C. 20005-3934
(202) 371-9500

January 29, 1996

*Attorneys for Kennecott Utah Copper
Corporation and Kennecott Energy Company*

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS OF KENNECOTT UTAH COPPER CORPORATION AND KENNECOTT ENERGY COMPANY UPON BNSF has been served via first class mail, postage prepaid, on all parties on the restricted service list in this proceeding on the 29th day of January, 1996, and by hand delivery to Washington, D.C. counsel for Applicants and the Burlington Northern Santa Fe Railroad.



Aimee L. DePew

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KCS-16

BEFORE THE
SURFACE TRANSPORTATION BOARD

Finance Docket No. 32760

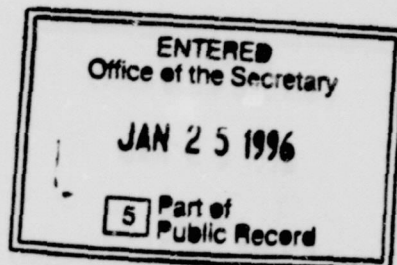


UNION PACIFIC CORPORATION, UNION PACIFIC RAILROAD COMPANY
AND MISSOURI PACIFIC RAILROAD COMPANY
-- CONTROL MERGER --
SOUTHERN PACIFIC RAIL CORPORATION, SOUTHERN PACIFIC
TRANSPORTATION COMPANY, ST. LOUIS SOUTHWESTERN RAILWAY
COMPANY, SPCSL CORP. AND THE DENVER AND
RIO GRANDE WESTERN RAILROAD COMPANY

THE KANSAS CITY SOUTHERN RAILWAY COMPANY'S
FOURTH DISCOVERY REQUESTS TO APPLICANTS

Richard P. Bruening
Robert K. Dreiling
The Kansas City Southern
Railway Company
114 West 11th Street
Kansas City, Missouri 64105
Tel: (816) 556-0392
Fax: (816) 556-0227

James F. Rill
Sean F.X. Boland
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3050 K Street, N.W.
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John R. Molm
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Washington, D.C. 20004-2609
Tel: (202) 274-2950
Fax: (202) 274-2994

Attorneys for The Kansas City Southern
Railway Company

January 24, 1996

BEFORE THE
SURFACE TRANSPORTATION BOARD

Finance Docket No. 32760

UNION PACIFIC CORPORATION, UNION PACIFIC RAILROAD COMPANY
AND MISSOURI PACIFIC RAILROAD COMPANY
-- CONTROL 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 KANSAS CITY SOUTHERN RAILWAY COMPANY'S
FOURTH DISCOVERY REQUESTS TO APPLICANTS

Pursuant to 49 C.F.R. §§ 1114.21 - 1114.31, The Kansas City Southern Railway Company ("KCS") directs the following requests to Union Pacific Corporation, Union Pacific Railroad Company and Missouri Pacific Railroad Company and to Southern Pacific Rail Corporation, Southern Pacific Transportation Company, St. Louis Southwestern Railway Company, SPCSL Corp., and The Denver and Rio Grande Western Railroad Company, collectively referred to as "Applicants."

KCS incorporates by reference the definitions of the Railroad Entities, Definitions and Instructions contained in its First Interrogatories (KCS-7, pp. 1-8) as if fully set forth herein.

INTERROGATORIES

69. Identify and produce all documents that constitute, refer to, or evidence the "presentation on the UP/SP merger" made by UP to the Mexican CFC referred to in Mr. Rebensdorf's deposition on January 22, 1996, and produce the "paper on the UP/SP merger and the impact on Mexico" that Mr. Rebensdorf testified was left with the CFC, and the "mileage comparison" that was "shared with" the CFC, including an English translation of all such materials.

70. Identify and produce all notes, memoranda, and other documents prepared by UP pertaining to the UP/SP merger, "trackage rights," the "B&O Santa Fe settlement," or the impact of

the UP/SP merger on Mexico that were made during, or concern or reflect, the UP meeting with the Mexican CFC referred to in Mr. Rebensdorf's deposition on January 22, 1996, including an English translation of all such materials.

71. Identify and produce all documents provided to UP by the Mexican CFC in connection with the meeting with the CFC referred to in Mr. Rebensdorf's testimony on January 22, 1996, that pertain to the UP/SP merger, "trackage rights," the "BN/Santa Fe settlement," or the impact of the UP/SP merger on Mexico.

This 24th day of January, 1996.

Richard P. Bruening
Robert K. Dreiling
The Kansas City Southern
Railway Company
114 West 11th Street
Kansas City, Missouri 64105
Tel: (816) 556-0392
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Alan E. Lubel

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Tel: (202) 274-2950
Fax: (202) 274-2994

Attorneys for The Kansas City Southern
Railway Company

CERTIFICATE OF SERVICE

I hereby certify that a true copy of the foregoing "Kansas City Southern Railway Company's Fourth Discovery Requests to Applicants" was served this 24th day of January, 1996, by hand-delivery, facsimile, or overnight delivery on the Surface Transportation Board, counsel for Applicants, the United States Secretary of Transportation, the Attorney General of the United States, and counsel for all other parties on the restricted service list.

Alan E. Lubel
Attorney for The Kansas City Southern
Railway Company

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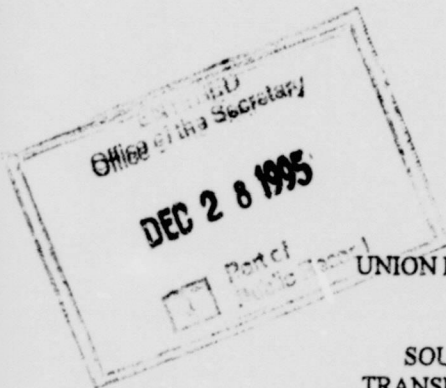
12-28-95

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BEFORE THE
INTERSTATE COMMERCE COMMISSION



Finance Docket No. 32760



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

INTERNATIONAL PAPER COMPANY'S
FIRST INTERROGATORIES AND
REQUEST FOR DOCUMENTS TO APPLICANTS

Pursuant to C.F.R. §§ 1114.21-1114.31, International Paper Company, inc. directs the following interrogatories to Union Pacific Corporation, Union Pacific Railroad Company and Missouri Pacific Railroad Company, and to Southern Pacific Rail Corporation, Southern Pacific Transportation Company, St. Louis Southwestern Railway Company, SPCSL Corp. and The Denver and Rio Grande Western Railroad Company.

DEFINITIONS

1. "Applicants" means Union Pacific Corporation, Union Pacific Railroad Company and Missouri Pacific Railroad Company, and 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, 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., Chicago and North Western Railway Company, Philip F. Anschutz and The Anschutz Corporation.
2. "BN" means The Burlington Northern Railroad Company and its parent, subsidiary and related corporations.

3. The "Agreement and Plan of Merger" means the August 3, 1995 Agreement referred to on page 2 of the Applicants' Notice of Intent to File Application (UP/SP-1 at 2).
4. "Commission" or "ICC" means the Interstate Commerce Commission.
5. "Competition" includes both intramodal and intermodal competition and, where applicable, includes source competition.
6. "Consolidated System" means the integrated rail system after the Proposed Merger (as defined below).
7. "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.
8. "Identify,"
 - a. when used in relation to an individual, means to state the name, address, and home and business telephone number of the individual, the job title or position and the employer of the individual at the time of the activity inquired of, and the last-known position and employer of the individual;

b. when used in relation to a corporation, partnership, or other entity, means to state the name of the entity and the address and telephone number of its principal place of business;

c. when used in relation to a document, means to:

- (1) state the type of document (e.g., letter, memorandum, report, chart);
- (2) identify the author, each addressee, and each recipient; and
- (3) state the number of pages, title, and date of the document;

d. when used in relation to an oral communication or statement, means to:

- (1) identify the person making the communication or statement and the person, persons, or entity to whom the communication or statement was made;
- (2) state the date and place of the communication or statement;
- (3) describe in detail the contents of the communication or statement; and
- (4) identify all documents that refer to, relate to or evidence the communication or statement;

e. when used in any other context means to describe or explain.

9. "IP" means International Paper Company.

10. "Including" means including without limitation.

11. "Person" means an individual, company, partnership, or other entity of any kind.

12. "Proposed merger" means the transaction described in the Agreement and Plan of Merger,

including

a. the acquisition of control of SPR by UP Acquisition;

b. the merger of SPR into UPRC; and

c. the resulting common control of UP and SP by UPC or any one of such actions or any combination of such actions, and any related transactions.

13. "Provide" (except where the word is used with respect to providing service or equipment) or "describe" means to supply a complete narrative response.

14. "Rates" include contract rates and tariff rates.

15. "Relating to" a subject means making a statement about, referring to, or discussing the subject including, as to actions, any decision to take, not take, defer, or defer decision, and including, as to any condition or state of affairs (e.g., competition between carriers), its absence or potential existence.

16. "Settlement Agreement" means the agreement as supplemented between UP and SP and BN attached to the verified statements of John H. Rebensdorf, which is contained in Volume I of the Application filed in connection with the Proposed Merger.

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

18. "STCC" means Standard Transportation Commodity Code.

19. "Studies, analyses, and reports" include studies, analyses, and reports in whatever form, including letters, memoranda, tabulations, and computer printouts of data selected from a database.

20. "This proceeding" means Finance Docket No. 32760 and any sub-dockets that may be established.

INSTRUCTIONS

1. Each interrogatory should be answered separately and fully in writing, unless it is objected to, in which event the reasons for objection should be stated in lieu of an answer. The answers are to be signed under oath by the person making them. Objections are to be signed by the representative or counsel making them. A copy of the answers and objections should be served upon the undersigned counsel for IP within fifteen (15) days after the date of service.

2. Applicants should contact the undersigned immediately to discuss any objections or questions with a view to resolving any dispute or issues of interpretation informally and expeditiously.

3. Unless otherwise specified, these discovery requests cover the period beginning January 1, 1993, and ending with the date of response.

4. If Applicants have information that would permit a partial answer to any interrogatory, but they would have to conduct a special study to obtain information necessary to provide a more complete response to that interrogatory, and if the burden of conducting such special study would be greater for Applicants than for IP, then:

- a. state that fact;
- b. provide the partial answer that may be made with information available to Applicant;
- c. identify such business records, or any compilation, abstract, or summary based thereon, as will permit IP to derive or ascertain a more complete answer; and
- d. as provided in 49 C.F.R. § 1114.26(b), produce such business records, of any compilation, abstract, or summary based thereon, as will permit IP to derive or ascertain a more complete answer.

5. If Applicants' reply to any interrogatory includes a reference to the Application filed in this proceeding, such response shall specify the volume(s) and exact page number(s) of the Application where the information is contained.

6. If any information or document is withheld on the ground that it is privileged or otherwise not discoverable,

- a. identify the information or document (in the manner provided in Definition 8 *supra*); and
- b. state the basis for the claim that it is privileged or otherwise not discoverable.

7. Where any interrogatory or document 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.

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

9. If either Applicant knows or later learns that its response to any interrogatory is incorrect, it is under a duty seasonably to correct that response.

10. Pursuant to 49 C.F.R. § 1114.29, Applicants are under a duty seasonably to supplement their responses with respect to any questions directly addressed to them and locations of persons having knowledge of discoverable matters.

INTERROGATORIES

1. Identify all officers and managers employed by Applicants with marketing and operational responsibility for IP rail shipments originating in Pine Bluff and Camden, AR.

2. Describe Applicants' operating plan for handling shipments originating in Pine Bluff and Camden AR if the proposed merger is consummated, including but not limited to any changes in the frequency, car supply, performance standards, switching service or rates of Applicants' service. Identify all studies, analyses and reports or other documents, including work papers, relating to that plan. Also identify all persons participating in the creation of that plan.

3. Describe Applicants' operating plan for handling IP traffic to and from Camden and Pine Bluff, AR if the proposed merger is consummated, including but not limited to any changes in the frequency of service, car supply, performance standards, switching service or rates for Applicants' service. Identify all studies, analyses and reports or other documents, including work papers, relating to that plan. Also identify all persons participating in the creation of that operating plan.

4. Describe Applicants' plan for operating traffic in the corridor between Memphis, TN and Houston, TX if the proposed merger is consummated, including but not limited to Applicants' plan to have trains bypass the Little Rock/Pine Bluff terminals as set forth in the statement of Witness Peterson. Identify all studies, analyses and reports or other documents, including work papers, relating to that plan.

5. Describe Applicants' operating plan for shipments to and from Gurdon, AR if the proposed merger is consummated, including but not limited to any changes in the frequency of service, car supply, switching service or rates for Applicants' service to and from that point, as well as changes in traffic that would

be necessitated by the planned abandonment of the line between Camden and Gurdon, AR. Identify all studies, analyses and reports or other documents, including work papers, relating to that plan.

6. Identify all BN employees with whom employees of Applicants have communicated concerning the trackage rights between Houston, TX and Memphis, TN granted to BN under the Settlement Agreement. Identify all documents relating to any such communications.

7. With respect to the Applicants' Exemption Petition in Docket No. AB-3 (Sub No. 129x) to abandon the line between Gurdon and Camden AR if the proposed merger is consummated, state, for 1993, 1994 and 1995 year to date, the total number of shipments and tonnage, the costs associated with handling such traffic, and the estimate of the number of shipments and tonnage that would be handled annually if the trackage were not abandoned.

8. Describe how the Settlement Agreement leaves IP with competitive rail service at Pine Bluff and Camden, AR.

9. State whether the reciprocal shipping arrangements currently in place in Carrollton, TX and Pinesville, LA will be maintained if the proposed merger is consummated. If not, explain any planned changes to those arrangements, and identify all studies, analyses and reports or other documents, including work papers, relating to said changes.

10. Describe how Applicants determined the fees it proposes to charge BN for trackage rights under the Settlement Agreement. Identify all studies, analyses and reports or other documents, including work papers, relating to that determination, and all persons participating in that determination.

11. State the average number of daily train movements in each direction (a) during 1994, (b) during the first six months of 1995 and (c) projected for the first and second full years of operation after consummation of the proposed merger for each of the following railroad line segments:

(a) Pine Bluff, AR - Memphis, TN

(b) Pine Bluff, AR - Shreveport, LA

- (c) Shreveport, LA - Houston, TX
- (d) Pine Bluff, AR - Little Rock, AR

Identify all documents consulted with in responding to this interrogatory.

12. State (separately for UP and SP) the amount of traffic originating in Pine Bluff and Camden AR Applicants expect to be diverted to BN as a result of the trackage rights granted BN under the Settlement Agreement. Identify all studies, analyses and reports or other documents, including work papers, relating to that predicted lost traffic. Also, identify all persons who participated in that determination.

13. Describe the operational control BN will have in determining the movement of traffic over the lines in the Houston-Memphis corridor for which BN has been granted trackage rights under the Settlement Agreement. Identify all studies, analyses and reports or other documents, including work papers, relating to that operational control. Also, identify all persons primarily responsible for the preparation of the documents identified in response to this interrogatory.

14. Describe the facilities and equipment Applicants plan to make available to BN to enable it to operate over the lines in the Houston-Memphis corridor for which BN has been granted trackage rights under the Settlement Agreement.

15. State, for all line segments over which Applicants are granting BN trackage rights under the Settlement Agreement: (a) annual density; (b) track capacity; (c) net investment by ICC account; (d) annual depreciation by ICC account; and (e) annual operating costs. Identify all documents consulted with in responding to this interrogatory.

16. State for all line segments over which Applicants have been granted trackage rights by BN under the Settlement Agreement: (a) annual density; (b) track capacity; (c) net investment by ICC account; (d) annual depreciation by ICC account; and (e) annual operating costs. Identify all documents consulted with in responding to this interrogatory.

17. With respect to Applicants' traffic study developed in connection with the proposed merger, describe any modification that have been made to that study to reflect (a) UP's acquisition of the CNW; and (b) Burlington Northern's merger with the Atchison, Topeka & Santa Fe Railway Company.

18. State whether Applicants maintain documents relating to the reliability of their respective performance, as that term is used by, *inter alia*, Witness Peterson at page 62 of Volume 2 of the Application (UP/SP-23). If so, describe how such information is developed, who are the responsible persons for recording that information, whether such information is developed on a shipper specific basis and identify all such documents.

19. Identify all paper company facilities served in California, Oregon and Washington that ship linerboard (STCC 26 311 17) via rail and state which rail carrier serves each facility. For each such company, state:

(a) Whether service is provided by other than direct access (*e.g.*, via reciprocal switching, voluntary coordination agreement, etc.) and, if so, describe such arrangements including whether any switching charges are absorbed; and

(b) Whether any such facilities will have competitive rail service if the merger is consummated and, if so, describe the nature of the competitive service that would be provided.

20. State the number of "paper grade" boxcars in the Applicants' respective carfleets, by size and type, that are available to service shipments tendered by paper companies in 1995.

21. State the number of "paper grade" boxcars Applicants intend to acquire if the proposed merger is consummated.

22. Describe any alternatives contemplated by Applicants in lieu of the Settlement Agreement, and identify all studies, analyses and reports or other documents, including work papers, relating to such alternatives.

DOCUMENT REQUESTS

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

2. All documents identified in response to Interrogatory No. 3.
3. All documents identified in response to Interrogatory No. 4.
4. All documents identified in response to Interrogatory No. 5.
5. All documents identified in response to Interrogatory No. 6.
6. All documents identified in response to Interrogatory No. 9.
7. All documents identified in response to Interrogatory No. 10.
8. All documents identified in response to Interrogatory No. 11.
9. All documents identified in response to Interrogatory No. 12.
10. All documents identified in response to Interrogatory No. 13.
11. All documents identified in response to Interrogatory No. 15.
12. All documents identified in response to Interrogatory No. 16.
13. All documents identified in response to Interrogatory No. 18 for the period of January 1, 1993 through the most current period for which such information is available.

14. All documents identified in response to Interrogatory No. 22.

15. The transcript of any testimony given by the following persons before the ICC, or any other verified statement submitted by any of the following persons in an ICC proceeding in which they have discussed the issues of competition, relevant markets or market definitions, as well as testimony related to the economic analysis of mergers in the railroad industry, or the subject of trackage rights or other conditions imposed on a rail merger:

- (a) Witness Spero
- (b) Witness Willig
- (c) Witness Sharp
- (d) Witness Peterson
- (e) Witness Barber

Also, produce any articles, books or other writings authored in part or in whole by any of the above persons related to the above-stated issues.

16. All traffic studies performed by UP and SP relating to the proposed merger.
17. All documents used or referred to in formulating the Applicants operating plan.
18. In connection with SP's sale of certain lines in Oregon to the Central Oregon & Pacific Railroad, Inc. ("COPR"), as described in the Exemption proceeding submitted to the Interstate Commerce Commission in F.D. 32567 and F.D. 32568, provide all documents relating to:

- (a) restrictions on the ability of the COPR to interchange with the Burlington Northern at Eugene, Portland or Chemult, Oregon;
- (b) the provision of empty cars for all shippers on the lines sold to COPR;
- (c) arrangements between COPR and SP for the handling of traffic into and out of IP's mill at Gardiner, Oregon; and
- (d) divisional arrangements involving the Longview, Portland and Northern Railroad ("LP&N").

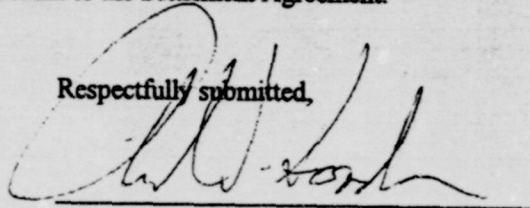
19. All documents relating to potential movements of outbound product from IP's mill at Gardiner, Oregon moving to points served by BN, including but not limited to:

- (a) requests by IP or BN for joint or proportional rate movements;
- (b) responses by SP to such requests;
- (c) refusals by SP to offer proportional or joint rate arrangements to points other than in the states of Washington, Idaho, North Dakota, South Dakota, Montana, Wyoming or Oregon or to points in Canada other than in British Columbia;
- (d) car supply for traffic destined to BN points;
- (e) differences in proportional rates to Portland between traffic destined to BN served points and points that are served by UP or its subsidiaries or affiliates.

20. All documents relating to SP's absorption or non-absorption of switching charges at Portland, Oregon on IP traffic.

21. All documents relating to SP's refusal to provide cars to IP at Gardiner, Oregon on STCC 26 commodities.
22. All documents referring or relating to complaints from paper company shippers concerning the quantity or quality of "paper grade" boxcars Applicants used during the period of January 1, 1993 to the present.
23. All studies, analyses and reports relating to the transit times and utilization of cars used to provide rail service to International Paper from January 1, 1993 to present.
24. All studies, analyses and reports or other documents, including work papers, discussing SP's strategic plans, its competitive position and/or financial forecasts, including any such documents supplied to investment analysts.
25. All studies, analyses and reports or other documents, including work papers, discussing the competitive consequences of the proposed merger.
26. All studies, analyses and reports or other documents, including work papers, relating to service problems experienced by UP following its acquisition of CNW.
27. All studies, analyses and reports or other documents, including work papers, discussing BN's ability to compete with Applicants for business from shippers served by lines over which BN has been granted trackage rights or which BN is purchasing pursuant to the Settlement Agreement.

Respectfully submitted,



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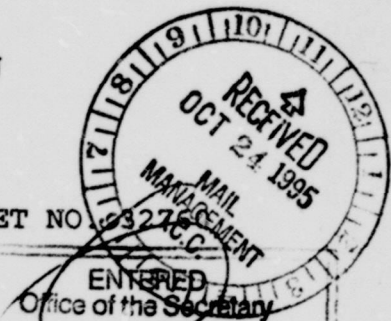
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NOV 10/30

BEFORE THE
INTERSTATE COMMERCE COMMISSION

UNION PACIFIC CORP., et al. --))
CONTROL & MERGER -- SOUTHERN))
PACIFIC RAIL CORP. et al.;))
AMENDMENTS TO APPLICANTS'))
SYSTEM DIAGRAM MAP FOR MERGER))
RELATED ABANDONMENTS))

FINANCE DOCKET NO. 93276



OCT 24 1995

☐ Part of
Public Record

MOTION TO INTERVENE

The Colorado Public Utilities Commission ("COPUC") hereby files this Motion to Intervene in this control and merger proceeding. As grounds for this request, COPUC states and avers the following:

1. COPUC has the power under state law "to appear and represent the interests and welfare of the people of Colorado in all matters and proceedings involving any public utility or carrier pending before any officer, department, board, commission, or court of the United States...." Colorado Revised Statutes, § 40-7-110. The COPUC hereby requests that it be allowed to intervene in this application.

2. The Union Pacific Corp. et al. ("UP") has notified COPUC that it intends to file a merger application on or about December 1, 1995 to acquire the Southern Pacific Corp. et al. As part of the control and merger application UP has notified COPUC that it intends to seek abandonment of approximately 300 miles of mainline trackage within Colorado.

3. COPUC is concerned about the potential competitive impact of this proposed merger and related track abandonments on Colorado's industries and economy. COPUC moves to intervene in

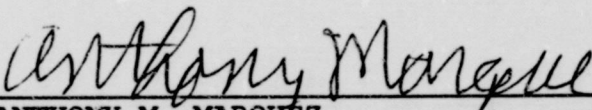
this docket in order to be fully informed of the ramifications of this proposal on the interests of Colorado and to insure that COPUC is provided an opportunity to be heard in this proceeding.

Respectfully submitted this 23rd day of October, 1995.

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CERTIFICATE OF SERVICE

I, Maureen Barnes, hereby certify that I mailed an original and ten copies of the attached "MOTION TO INTERVENE AND REQUEST FOR INVESTIGATION WITH FORMAL ORAL HEARING" this 23rd day of October, 1995, by Federal Express overnight mail delivery, addressed as follows:

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INTERSTATE COMMERCE COMMISSION
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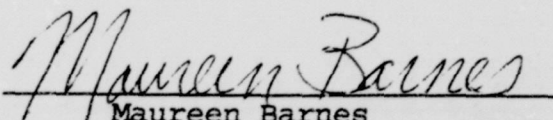
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