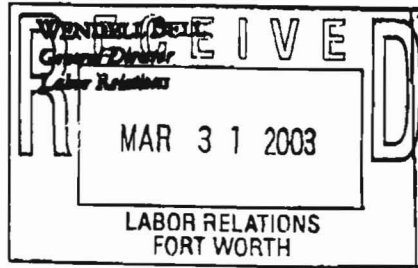


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From-Marka Louise Hughes

T-537 P.001/002 F-735
T-188 P.001/002 F-348



The Burlington Northern
and Santa Fe Railway Company
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_ VLC
X MFP
X PSJ
_ GHS
_ BES
_ MES

March 24, 2003

Mr. Paul Tibbit, GC
United Transportation Union

Dear Mr. Tibbit:

This will confirm our discussion of January 13 about mileage payments on various routes into and out of San Antonio.

After full discussion of all the routes, mileposts and alternatives, we have agreed on the following:

1A. Temple-based crews will be allowed 193 miles for handling trains between Temple and San Antonio via Taylor and 221 miles for handling trains between Temple and San Antonio via Caldwell.

1B. San Antonio-based crews will be allowed 162 miles for handling trains between San Antonio and Ryan's Run near Eagle Pass.

1C. For these payments, a crew may get or leave their train anywhere within the following limits:

- MP 218.8 on the Del Rio Sub
- MP 201.4 on the Del Rio Sub
- MP 250 on Austin Sub Track 1
- MP 251 on Austin Sub Track 2

2. The points specified just above are also the points where computation of final terminal delay shall begin at San Antonio. On the route to Eagle Pass, computation of final terminal delay shall begin at MP 21.

3. The following language is now added to Article 1, Section 2B of Trackage Rights Implementing Agreement 3:

"When Temple crews, destined to San Antonio, tie up under the Hours of Service Law at or south of the north switch at Goodwin, the first out San Antonio crew will be used to provide relief. When so used, the San Antonio crew will be transported to the train and

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AGREEMENT %
WENDELL.
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I WILL ADVISE DATE
OF IMPLEMENTATION

handle it through San Antonio, without release, and on towards Eagle Pass. San Antonio crews used in this manner will be paid actual miles transported and run north of San Antonio with a minimum of 30 miles. This payment is for additional service and so, like the other payments specified in this sub-section, will be made over and above all other earnings, and will not to be considered a duplicate time payment."

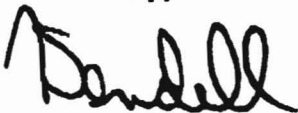
4. If a San Antonio-based crew gets or leaves their train west (or south) of Ryan's Ruin, up to and including the International Bridge, they will receive an additional payment of 14 miles, or actual miles run if greater. This payment is for additional service and so will be made over and above all other earnings, and will not to be considered a duplicate time payment.

5. The July 20, 2000 understanding, about the relieving of trains between Temple and San Antonio, will continue. That is, Smithville will be the break point: if a train needs to be relieved at or north of Smithville, a San Antonio pool crew at Temple will be used; if the train is south (west) of Smithville, a San Antonio crew at San Antonio will be used. Similarly, if a train needs to be relieved at or north of Flatonia, a San Antonio crew at Temple will be used; if the train is south (west) of Flatonia, a San Antonio crew at San Antonio will be used.

6. This agreement will become effective upon 5 days' written notice from the company, after execution by the parties. It may later be changed by mutual agreement or in accord with applicable law.

Please indicate your acceptance of these understandings by signing and returning one copy of this letter.

Sincerely,



Accepted:


General Chairman - UTU