BEFORE THE
SURFACE TRANSPORTATION BOARD

DOCKET NO. FD 36873

UNION PACIFIC CORPORATION AND UNION PACIFIC RAILROAD COMPANY
—CONTROL—
NORFOLK SOUTHERN CORPORATION AND NORFOLK SOUTHERN RAILWAY COMPANY

RAILROAD CONTROL APPLICATION

VOLUME 4 OF 4

EXHIBITS 2, 6, 7, AND 9

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December 19, 2025

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RAILWAY COMPANY

EXHIBIT 2

AGREEMENTS
[SECTION 1180.6(a)(7)(ii)]

EXHIBIT 2.1

AGREEMENT AND PLAN OF MERGER
DATED AS OF JULY 28, 2025

AGREEMENT AND PLAN OF MERGER

by and among

UNION PACIFIC CORPORATION,

RUBY MERGER SUB 1 CORPORATION,

RUBY MERGER SUB 2 LLC

and

NORFOLK SOUTHERN CORPORATION

Dated as of July 28, 2025

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AGREEMENT AND PLAN OF MERGER, dated as of July 28, 2025 (this "Agreement"), by and among Union Pacific Corporation, a Utah corporation ("Parent"), Ruby Merger Sub 1 Corporation, a Virginia corporation and a direct wholly owned subsidiary of Parent ("Merger Sub 1"), Ruby Merger Sub 2 LLC, a Virginia limited liability company and a direct wholly owned subsidiary of Parent ("Merger Sub 2" and, together with Merger Sub 1, "Merger Subs"), and Norfolk Southern Corporation, a Virginia corporation (the "Company").

W I T N E S S E T H:

WHEREAS, Parent desires to acquire the Company on the terms and subject to the conditions set forth in this Agreement;

WHEREAS, in furtherance of such acquisition, and on the terms and subject to the conditions set forth in this Agreement and in accordance with the Virginia Stock Corporation Act, as amended (the "VSCA") and the Virginia Limited Liability Company Act, as amended (the "VLLCA"), as applicable, (a) Merger Sub 1 shall be merged with and into the Company (the "First Merger"), with the Company surviving the First Merger as a direct wholly owned Subsidiary of Parent, and (b) immediately following the First Merger, the Company shall be merged with and into Merger Sub 2 (the "Second Merger" and, together with the First Merger, the "Mergers"), with Merger Sub 2 surviving the Second Merger as a direct, wholly owned subsidiary of Parent;

WHEREAS, the board of directors of the Company (the "Company Board") has unanimously (a) determined that it is in the best interests of the Company and its shareholders, and declared it advisable, to enter into this Agreement, (b) approved the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, including the Mergers, (c) adopted this Agreement, and (d) resolved to recommend that the shareholders of the Company approve this Agreement and directed that such matter be submitted for consideration of the shareholders of the Company at the Company Shareholder Meeting;

WHEREAS, the board of directors of Parent (the "Parent Board") has unanimously (a) determined that it is in the best interests of Parent and its shareholders for Parent to enter into this Agreement, (b) approved and declared advisable the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, including the Mergers, and (c) resolved to recommend that the shareholders of Parent approve the issuance of Parent Common Stock in connection with the First Merger (the "Parent Share Issuance") and directed that such matter be submitted for consideration of the shareholders of Parent at the Parent Shareholder Meeting;

WHEREAS, the board of directors of Merger Sub 1 has unanimously (a) determined that it is in the best interests of Merger Sub 1 and its sole shareholder, and declared it advisable, to enter into this Agreement, (b) approved the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, including the Mergers, (c) adopted this Agreement, and (d) resolved to recommend that the sole shareholder of Merger Sub 1 approve this Agreement and directed that such matter be submitted for consideration of the sole shareholder of Merger Sub 1;

WHEREAS, Parent, in its capacity as the sole member of Merger Sub 2, has unanimously (a) determined that it is in the best interests of Merger Sub 2 and its sole member, and declared it advisable, to enter into this Agreement, (b) approved the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, including the Mergers, and (c) adopted this Agreement;

WHEREAS, for U.S. federal income tax purposes, it is intended that (a) the Mergers, taken together, shall qualify as a "reorganization" within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code") (the "Intended Tax Treatment") and (b) this Agreement be, and is hereby adopted as, a "plan of reorganization" for purposes of Sections 354, 361 and 368 of the Code and the Treasury Regulations promulgated thereunder; and

WHEREAS, Parent, Merger Subs and the Company desire to make certain representations, warranties, covenants and agreements specified herein in connection with this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements contained herein, and intending to be legally bound hereby, Parent, Merger Subs and the Company agree as follows:

ARTICLE 1

THE MERGERS

Section 1.1 The Mergers. On the terms and subject to the conditions set forth in this Agreement:

(a) at the First Effective Time and in accordance with the VSCA, Merger Sub 1 shall merge with and into the Company, the separate corporate existence of Merger Sub 1 shall cease and the Company shall continue its corporate existence under Virginia law as the surviving corporation in the First Merger (the "First Surviving Corporation") and a direct wholly owned Subsidiary of Parent; and

(b) immediately following the First Merger, at the Second Effective Time, and in accordance with the VLLCA, the First Surviving Corporation shall merge with and into Merger Sub 2, the separate corporate existence of the First Surviving Corporation shall cease and Merger Sub 2 shall continue its corporate existence under Virginia law as the surviving company in the Second Merger (the "Second Surviving Company") and a direct wholly owned Subsidiary of Parent.

Section 1.2 Closing. The closing of the Mergers (the "Closing") shall take place (a) at the offices of Skadden, Arps, Slate, Meagher & Flom LLP, One Manhattan West, New York, New York 10001, or by electronic exchange of documents, at 8:30 a.m., New York City time, on the third (3rd) Business Day after the satisfaction or waiver (to the extent permitted by applicable Law) of the conditions set forth in Article 6 (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions) or (b) at such other place, time and date as the Company and Parent may agree in writing. The date on which the Closing actually occurs is referred to as the "Closing Date."

Section 1.3 Effective Times.

(a) Subject to the provisions of this Agreement, as soon as practicable on the Closing Date, the parties shall cause the articles of merger in connection with the First Merger, including this Agreement attached as an exhibit thereto (the "First Articles of Merger") to be executed, acknowledged and filed with the State Corporation Commission of the Commonwealth of Virginia (the "SCC") in accordance with the applicable provisions of the VSCA. The First Merger shall become effective at such time as the SCC issues its certificate of merger with respect to the First Articles of Merger (the "First Certificate of Merger"), or at such later time as may be agreed by the Company and Parent in writing and specified in the First Articles of Merger in accordance with the VSCA (the effective time of the First Merger being herein referred to as the "First Effective Time").

(b) Subject to the provisions of this Agreement, as soon as practicable after the First Effective Time, the parties shall cause the articles of merger in connection with the Second Merger, including this Agreement attached as an exhibit thereto (the "Second Articles of Merger") to be executed, acknowledged and filed with the SCC in accordance with the applicable provisions of the VSCA and the VLLCA. The Second Merger shall become effective at such time as the SCC issues its certificate of merger with respect to the Second Articles of Merger (the "Second Certificate of Merger"), or at such later time as may be agreed by the Company and Parent in writing and specified in the Second Articles of Merger in accordance with the VSCA and the VLLCA (the effective time of the Second Merger being herein referred to as the "Second Effective Time").

Section 1.4 Effects of the Mergers. The Mergers shall have the effects set forth in this Agreement and the applicable provisions of the VSCA and the VLLCA.

Section 1.5 Organizational Documents of the First Surviving Corporation and the Second Surviving Company. Subject to Section 5.11:

(a) at the First Effective Time: (i) the articles of incorporation of Merger Sub 1 as in effect immediately prior to the First Effective Time (amended so that the name of the First Surviving Corporation shall be "Norfolk Southern Corporation") shall be the articles of incorporation of the First Surviving Corporation until thereafter amended in accordance with the VSCA and such articles of incorporation and (ii) the bylaws of Merger Sub 1 as in effect immediately prior to the First Effective Time (amended so that the name of the First Surviving Corporation shall be "Norfolk Southern Corporation") shall be the bylaws of the First Surviving Corporation until thereafter amended in accordance with the VSCA and such bylaws; and

(b) at the Second Effective Time: (i) the articles of organization of Merger Sub 2 as in effect immediately prior to the Second Effective Time (amended so that the name of the Second Surviving Company shall be "Norfolk Southern LLC"), shall be the articles of organization of the Second Surviving Company until thereafter amended in accordance with the VLLCA and such articles of organization, and (ii) the limited liability company agreement of Merger Sub 2 as in effect immediately prior to the Second Effective Time (amended so that the name of the Second Surviving Company shall be "Norfolk Southern LLC") shall be the limited liability company agreement of the Second Surviving Company.

Section 1.6 Directors and Officers of the First Surviving Corporation. (a) The directors of Merger Sub 1 as of immediately prior to the First Effective Time shall be the initial directors of the First Surviving Corporation as of the First Effective Time and shall hold office until their respective successors are duly elected and qualified, or their earlier death, resignation or removal and (b) the officers of Merger Sub 1 as of immediately prior to the First Effective Time shall be the initial officers of the First Surviving Corporation as of the First Effective Time and shall hold office until their respective successors are duly elected and qualified, or their earlier death, resignation or removal.

Section 1.7 Directors and Officers of the Second Surviving Company. (a) The directors of the First Surviving Corporation as of immediately prior to the Second Effective Time shall be the initial directors of the Second Surviving Company as of the Second Effective Time and shall hold office until their respective successors are duly elected and qualified, or their earlier death, resignation or removal and (b) the officers of the First Surviving Corporation as of immediately prior to the Second Effective Time shall be the initial officers of the Second Surviving Company as of the Second Effective Time and shall hold office until their respective successors are duly elected and qualified, or their earlier death, resignation or removal.

Section 1.8 Parent Board Composition. The parties shall take all actions necessary to designate and appoint three of the directors of the Company Board as of immediately prior to the First Effective Time to serve as directors on the Parent Board effective as of the First Effective Time (the "Company Designees"), in each case until such director's successor is elected and qualified or such director's earlier death, resignation or removal, in each case in accordance with Parent's Organizational Documents. The Company Designees shall be determined by the Parent Board, except that the Company Designees shall include the current Chief Executive Officer of the Company and the current Chair of the Company Board, in each case, so long as each is qualified, and willing and suitable to serve as a director under all applicable corporate governance policies and guidelines as reviewed and determined reasonably and in good faith by the Corporate Governance, Nominating and Sustainability Committee of Parent Board.

ARTICLE 2

CONVERSION OF SHARES; EXCHANGE OF CERTIFICATES

Section 2.1 Effect of the Mergers on Capital Stock.

(a) At the First Effective Time, by virtue of the First Merger and without any action on the part of the Company, Merger Sub 1 or the holders of any securities of the Company or Merger Sub 1:

(i) Conversion of Company Common Stock. Each share of Company Common Stock that is outstanding immediately prior to the First Effective Time, but excluding Canceled Shares and Converted Shares, shall be converted automatically into the right to receive (A) a number of shares of Parent Common Stock equal to the Exchange Ratio (the "Share Consideration"), subject to Section 2.1(e) with respect to fractional shares of Parent Common Stock, and (B) $88.82 in cash, without interest (the "Cash Consideration" and, together with the Share Consideration, the "Merger Consideration").

All shares of Company Common Stock that have been converted into the right to receive the Merger Consideration as provided in this Section 2.1(a)(i) shall be automatically canceled and cease to exist on the conversion thereof, and uncertificated shares of Company Common Stock represented by book-entry form ("Book-Entry Shares") and each certificate that, immediately prior to the First Effective Time, represented any such shares of Company Common Stock (each, a "Certificate") shall thereafter represent only the right to receive the Merger Consideration (including the right to receive, pursuant to Section 2.1(e), the Fractional Share Cash Amount) into which the shares of Company Common Stock represented by such Book-Entry Share or Certificate have been converted pursuant to this Section 2.1(a)(i).

(ii) Certain Company Common Stock. Each share of Company Common Stock that is directly owned by the Company, Parent or either Merger Sub immediately prior to the First Effective Time, other than shares held on behalf of third parties, shall be canceled and shall cease to exist, and no consideration shall be delivered in exchange therefor (such shares, the "Canceled Shares"). Each share of Company Common Stock that is owned by any direct or indirect wholly owned Subsidiary of the Company (such shares, the "Converted Shares") shall be converted into the right to receive a number of shares of Parent Common Stock equal to (A) the Cash Consideration *divided by* the Parent Share Price *plus* (B) the Exchange Ratio. All shares of Company Common Stock that have been converted into the right to receive Parent Common Stock as provided in this Section 2.1(a)(ii) shall be automatically canceled and cease to exist as on the conversion thereof.

(iii) Conversion of Merger Sub 1 Common Stock. Each share of common stock, no par value, of Merger Sub 1 outstanding immediately prior to the First Effective Time shall be converted into and become one validly issued, fully paid and nonassessable share of common stock, no par value, of the First Surviving Corporation with the same rights, powers and privileges as the shares so converted and shall constitute the only outstanding shares of capital stock of the First Surviving Corporation. From and after the First Effective Time, all certificates representing the common stock of Merger Sub 1 shall be deemed for all purposes to represent the number of shares of common stock of the First Surviving Corporation into which they were converted in accordance with the immediately preceding sentence.

(b) At the Second Effective Time, by virtue of the Second Merger and without any action on the part of the Second Surviving Company, Merger Sub 2 or the holders of any securities of the Second Surviving Company or Merger Sub 2, (i) all of the membership interests of Merger Sub 2 issued and outstanding immediately prior to the Second Effective Time shall remain outstanding, all of which shall be held by Parent and which shall not be affected by the Second Merger and (ii) each share of common stock of the First Surviving Corporation issued and outstanding immediately prior to the Second Effective Time shall be canceled and shall cease to exist, and no consideration shall be paid with respect thereto, such that, immediately following the Second Merger, the Second Surviving Company shall be a direct wholly owned Subsidiary of Parent.

(c) Dissenters' Rights. In accordance with applicable provisions of the VSCA and the VLLCA, no dissenters' or appraisal rights shall be available with respect to the Mergers.

(d) Certain Adjustments. If, between the date of this Agreement and the First Effective Time, the outstanding shares of Company Common Stock or the outstanding shares of Parent Common Stock shall have been changed into a different number of shares or a different class of shares by reason of any stock dividend, subdivision, reorganization, reclassification, recapitalization, stock split, reverse stock split, combination or exchange of shares, the Merger Consideration shall be equitably adjusted, without duplication, to proportionally reflect such change.

(e) No Fractional Shares.

(i) No fractional shares of Parent Common Stock shall be issued in connection with the First Merger and no certificates or scrip representing fractional shares of Parent Common Stock shall be delivered on the conversion of shares of Company Common Stock pursuant to Section 2.1(a)(i). Each holder of shares of Company Common Stock who would otherwise have been entitled to receive as a result of the First Merger a fraction of a share of Parent Common Stock (after aggregating all shares represented by the Certificates and Book-Entry Shares delivered by such holder) shall receive, in lieu of such fractional share of Parent Common Stock, cash (without interest) in an amount (rounded down to the nearest cent) representing such holder's proportionate interest in the net proceeds from the sale by the Exchange Agent, on behalf of all such holders, of the aggregated number of fractional shares of Parent Common Stock that would otherwise have been issuable to such holders as part of the Merger Consideration (the "Fractional Share Cash Amount").

(ii) As soon as practicable after the First Effective Time, the Exchange Agent shall, on behalf of all such holders of fractional shares of Parent Common Stock, effect the sale of all such shares of Parent Common Stock that would otherwise have been issuable as part of the Merger Consideration at the then-prevailing prices on the NYSE through one or more member firms of the NYSE. After the proceeds of such sale have been received, the Exchange Agent shall determine the applicable Fractional Share Cash Amount payable to each applicable holder and shall make such amounts available to such holders in accordance with Section 2.2(b). The payment of cash in lieu of fractional shares of Parent Common Stock to such holders is not separately bargained-for consideration and solely represents a mechanical rounding-off of the fractions in the exchange.

(iii) No such holder shall be entitled to dividends, voting rights or any other rights in respect of any fractional shares of Parent Common Stock that would otherwise have been issuable as part of the Merger Consideration.

Section 2.2 Exchange of Certificates.

(a) Exchange Agent. Prior to the First Effective Time, Parent and Merger Sub 1 shall designate Computershare Investor Services Inc. or a bank or trust company or similar institution selected by Parent to serve as exchange agent hereunder and approved in advance by

the Company in writing (which approval shall not be unreasonably withheld, conditioned or delayed) (the "Exchange Agent"). Prior to the First Effective Time, Parent shall, on behalf of Merger Sub 1, deposit or shall cause to be deposited, with the Exchange Agent, in trust for the benefit of holders of shares of Company Common Stock, (i) cash in U.S. dollars sufficient to pay the aggregate Cash Consideration payable pursuant to Section 2.1(a)(i) and (ii) evidence of shares of Parent Common Stock in book-entry form representing the number of shares of Parent Common Stock sufficient to deliver the aggregate Share Consideration deliverable pursuant to Section 2.1(a)(i). Parent agrees to deposit, or cause to be deposited, with the Exchange Agent from time to time, as needed, cash sufficient to pay any dividends and other distributions pursuant to Section 2.2(c). Any such cash and book-entry shares deposited with the Exchange Agent shall be referred to as the "Exchange Fund."

(b) Payment Procedures.

(i) As soon as reasonably practicable after the First Effective Time and in any event not later than the third (3rd) Business Day following the Closing Date, Parent shall cause the Exchange Agent to mail to each holder of record of shares of Company Common Stock whose shares were converted into the right to receive the Merger Consideration, pursuant to Section 2.1, (A) a letter of transmittal with respect to Book-Entry Shares (to the extent applicable) and Certificates (which shall specify that delivery shall be effected, and risk of loss and title to Certificates shall pass, only on delivery of Certificates (or effective affidavits of loss in lieu thereof) to the Exchange Agent and shall be in such form and have such other provisions as Parent and the Company may mutually reasonably agree), and (B) instructions for use in effecting the surrender of Book-Entry Shares (to the extent applicable) or Certificates (or effective affidavits of loss in lieu thereof) in exchange for the Merger Consideration.

(ii) On surrender of Certificates (or effective affidavits of loss in lieu thereof) or Book-Entry Shares to the Exchange Agent, together with such letter of transmittal, duly completed and validly executed in accordance with the instructions thereto, or, in the case of Book-Entry Shares, receipt of an "agent's message" by the Exchange Agent, and such other documents as may customarily be required by the Exchange Agent, the holder of such Certificates (or effective affidavits of loss in lieu thereof) or Book-Entry Shares shall be entitled to receive in exchange therefor, and the Exchange Agent shall be required to promptly deliver to each such holder, the Merger Consideration into which the shares represented by such Certificates or Book-Entry Shares have been converted pursuant to this Article 2 (together with any Fractional Share Cash Amount and any dividends or other distributions payable pursuant to Section 2.2(c)). No interest shall be paid or accrued on any amount payable on due surrender of Certificates (or effective affidavits of loss in lieu thereof) or Book-Entry Shares. If payment of the Merger Consideration is to be made to a Person other than the Person in whose name the surrendered Certificate is registered, it shall be a condition precedent of payment that (A) the Certificate so surrendered shall be properly endorsed or shall be otherwise in proper form for transfer and (B) the Person requesting such payment shall have paid any transfer and other similar Taxes required by reason of the payment of the Merger Consideration to a Person other than the registered holder of the Certificate surrendered or shall have established that such Tax either has been paid or is not required to be paid.

(iii) The Exchange Agent, the Company, Parent and each Merger Sub, as applicable, shall be entitled to deduct and withhold from any amounts otherwise payable to any Person under this Agreement such amounts as are required to be deducted and withheld related to the making of such payment under applicable Law related to Taxes. To the extent that amounts are so deducted or withheld under this Section 2.2(b)(iii) and timely paid over to the relevant Governmental Entity, such deducted or withheld amounts shall be treated for purposes of this Agreement as having been paid to the Person in respect of which such deduction or withholding was made.

(c) Treatment of Unexchanged Shares. No dividends or other distributions, if any, with a record date after the First Effective Time with respect to shares of Parent Common Stock shall be paid to the holder of any unsurrendered shares of Company Common Stock to be converted into shares of Parent Common Stock pursuant to Section 2.1(a)(i) until such holder shall surrender such shares of Company Common Stock in accordance with this Section 2.2. After the surrender in accordance with this Section 2.2 of a share of Company Common Stock to be converted into shares of Parent Common Stock pursuant to Section 2.1(a)(i), the holder thereof shall be entitled to receive (in addition to the Merger Consideration and the Fractional Share Cash Amount payable to such holder pursuant to this Article 2) any such dividends or other distributions, without any interest thereon, which theretofore had become payable with respect to the shares of Parent Common Stock represented by such share of Company Common Stock, less such withholding or deduction for any Taxes required by applicable Law.

(d) Closing of Transfer Books. At the First Effective Time, the stock transfer books of the Company shall be closed, and there shall be no further registration of transfers on the stock transfer books of the First Surviving Corporation of the shares of Company Common Stock that were outstanding immediately prior to the First Effective Time. If, after the First Effective Time, Certificates or Book-Entry Shares are presented to the Second Surviving Company, Parent or the Exchange Agent for transfer or any other reason, the holder of any such Certificates or Book-Entry Shares shall be given a copy of the letter of transmittal referred to in Section 2.2(b) and instructed to comply with the instructions in that letter of transmittal in order to receive the consideration to which such holder is entitled pursuant to this Article 2.

(e) Termination of Exchange Fund. Any portion of the Exchange Fund (including the proceeds of any investments thereof) that remains undistributed to the former holders of shares of Company Common Stock on the first anniversary of the First Effective Time shall thereafter be delivered, at the direction of the Second Surviving Company, to Parent on demand, and any former holders of shares of Company Common Stock who have not surrendered their shares in accordance with this Article 2 shall thereafter look only to Parent for payment of their claim for the Merger Consideration (together with the Fractional Share Cash Amount and any dividends or other distributions payable pursuant to Section 2.2(c)) without any interest thereon, on due surrender of their shares.

(f) No Liability. Anything herein to the contrary notwithstanding, none of the Company, Parent, either Merger Sub, the First Surviving Corporation, the Second Surviving Company, the Exchange Agent or any other Person shall be liable to any former holder of shares of Company Common Stock for any amount properly delivered to a public official pursuant to any applicable abandoned property, escheat or similar Law. Any portion of the Exchange Fund that

remains undistributed to the holders of Company Common Stock as of immediately prior to the date on which the Exchange Fund would otherwise escheat to, or become property of, any Governmental Entity shall cease to represent any claim of any kind or nature and shall be deemed to be surrendered for cancellation to Parent.

(g) Investment of Exchange Fund. The Exchange Agent shall invest all cash included in the Exchange Fund as reasonably directed by Parent; provided, that any investment of such cash shall be limited to direct short-term obligations of, or short-term obligations fully guaranteed as to principal and interest by, the U.S. government; provided, further, that no such investment or loss thereon shall affect the amounts payable to holders of Certificates (or effective affidavits of loss in lieu thereof) or Book-Entry Shares pursuant to this Article 2, and following any losses from any such investment, Parent shall promptly provide, on behalf of the Second Surviving Company, additional funds to the Exchange Agent for the benefit of the holders of shares of Company Common Stock. Any interest and other income resulting from such investments shall be paid to or at the direction of Parent pursuant to Section 2.2(e).

(h) Lost Certificates. In the case of any Certificate that has been lost, stolen or destroyed, on the making of an affidavit of that fact by the Person claiming such Certificate to be lost, stolen or destroyed and, if required by the Exchange Agent, the posting by such Person of a bond in customary amount as indemnity against any claim that may be made against it with respect to such Certificate, the Exchange Agent shall issue in exchange for such lost, stolen or destroyed Certificate the Merger Consideration (together with the Fractional Share Cash Amount and any dividends or other distributions deliverable pursuant to Section 2.2(c)) payable in accordance with Section 2.1 with respect to the shares of Company Common Stock represented by such lost, stolen or destroyed Certificate.

Section 2.3 Treatment of Company Equity Awards.

(a) Company Options. Each compensatory option to purchase shares of Company Common Stock (each, a "Company Option") that is outstanding immediately prior to the First Effective Time shall, as of the First Effective Time, automatically and without any action on the part of the holder thereof, be assumed and converted into (or canceled and replaced by) a Parent Option (A) with respect to a number of shares of Parent Common Stock equal to the product of (x) the number of shares of Company Common Stock subject to the corresponding Company Option immediately prior to the First Effective Time *multiplied by* (y) the Equity Award Exchange Ratio (rounded down to the nearest whole number of shares), and (B) with a per share exercise price that is equal to the quotient of (x) the exercise price per share of Company Common Stock of the corresponding Company Option immediately prior to the First Effective Time *divided by* (y) the Equity Award Exchange Ratio (rounded up to the nearest cent), with the same terms and conditions that applied to the corresponding Company Option immediately prior to the First Effective Time (including, without limitation, payment of quarterly dividend equivalents).

(b) Company RSUs. Each award of restricted stock units relating to Company Common Stock (each, a "Company RSU") that is outstanding as of immediately prior to the First Effective Time shall, as of the First Effective Time, automatically and without any action on the part of the holder thereof:

(i) if such Company RSU is or becomes vested at the First Effective Time pursuant to its terms as in effect as of the date hereof, be canceled and converted into the right to receive an amount in cash (without interest) equal to the Merger Consideration Value *multiplied by* the total number of shares of Company Common Stock subject to such Company RSU immediately prior to the First Effective Time (the "Cash-Out RSU Consideration"); or

(ii) if such Company RSU is not covered by Section 2.3(b)(i), be assumed and converted into (or canceled and replaced by) a Parent Stock Unit, relating to a number of shares of Parent Common Stock equal to the product, rounded to the nearest whole number of shares, of (A) the number of shares of Company Common Stock subject to such Company RSU immediately prior to the First Effective Time, and (B) the Equity Award Exchange Ratio, with the same terms and conditions that applied to such Company RSU immediately prior to the First Effective Time (including, without limitation, payment of quarterly dividend equivalents).

(c) Company PSUs. Each performance share unit relating to shares of Company Common Stock (each, a "Company PSU") that is outstanding as of immediately prior to the First Effective Time shall, as of the First Effective Time, automatically and without any action on the part of the holder thereof, be assumed and converted into (or canceled and replaced by) a Parent Stock Unit, relating to a number of shares of Parent Common Stock equal to the product, rounded to the nearest whole number of shares, of (A) the number of shares of Company Common Stock subject to such Company PSU immediately prior to the First Effective Time (with such number of shares of Company Common Stock determined based upon the greater of (i) the target level of performance and (ii) the actual level of performance calculated as of the latest practicable date prior to the First Effective Time as determined reasonably and in good faith by the Compensation and Talent Management Committee of the Company Board), and (B) the Equity Award Exchange Ratio, with the same terms and conditions (including service-based vesting but excluding performance-based vesting conditions) that applied to such Company PSU immediately prior to the First Effective Time.

(d) Company Phantom Stock Units. Each cash-settled stock unit credited to a non-employee director of the Company under the Company Directors' Deferred Fee Plan that is denominated in and tracks the value of shares of Company Common Stock (each, a "Company Phantom Stock Unit") that is outstanding as of immediately prior to the First Effective Time shall, at the First Effective Time, automatically and without any action on the part of the holder thereof, be canceled and converted into the right to receive an amount in cash (without interest) equal to the Merger Consideration Value *multiplied by* the total number of shares of Company Common Stock relating to such Company Phantom Stock Unit immediately prior to the First Effective Time (the "Cash-Out Phantom Stock Unit Consideration").

(e) Prior to the First Effective Time, the Company, through the Company Board or an appropriate committee thereof, shall adopt such resolutions as may reasonably be required in its discretion to effectuate the actions contemplated by this Section 2.3.

(f) Parent shall or shall cause the Second Surviving Company or one of its Subsidiaries, as applicable, to deliver the Cash-Out RSU Consideration to the holders of Company

RSUs pursuant to Section 2.3(b)(i), less such amounts as are required to be withheld or deducted under the Code or any provision of state, local or non-U.S. Tax Law with respect to the making of such payment, and the Cash-Out Phantom Stock Unit Consideration to holders of Company Phantom Stock Units pursuant to Section 2.3(d), in each case, promptly but no later than ten (10) Business Days after the First Effective Time; provided that, notwithstanding anything to the contrary contained in this Agreement, any payment pursuant to Section 2.3(b)(i) or Section 2.3(d) in respect of any such Company RSU or Company Phantom Stock Unit, respectively, that constitutes "deferred compensation" subject to Section 409A of the Code shall be made on the earliest possible date that such payment would not trigger a tax or penalty under Section 409A of the Code.

(g) As soon as reasonably practicable following the First Effective Time (but in no event more than five (5) Business Days following the First Effective Time), Parent shall file a registration statement on Form S-8 (or any successor form) with respect to the issuance of shares of Parent Common Stock subject to Parent Options and Parent Stock Units pursuant to this Section 2.3 (collectively, "Converted Parent Awards") that are eligible to be registered on Form S-8 and shall maintain the effectiveness of such registration statement or registration statements (and maintain the current status of the prospectus or prospectuses contained therein) for so long as the Converted Parent Awards remain outstanding; provided, however, that in the event that the filing deadline contemplated by this Section 2.3(g) shall occur while trading of Parent Common Stock has been suspended under Parent's then-effective registration statements, then Parent shall only be required to cause the filing of the Form S-8 (or any successor form) as soon as reasonably practicable after trading has been restored.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Except as disclosed in the Company SEC Documents furnished or filed prior to the date of this Agreement (including any documents incorporated by reference therein and excluding any disclosures set forth in any "risk factors" section or in any "forward-looking statements" section to the extent they are forward-looking statements or cautionary, predictive or forward-looking in nature) or in the disclosure schedules delivered by the Company to Parent concurrently with the execution of this Agreement (the "Company Disclosure Schedules") (it being agreed that disclosure of any item in any section or subsection of the Company Disclosure Schedules shall be deemed disclosed with respect to any other section or subsection of this Agreement and the Company Disclosure Schedules to the extent that the relevance thereof is reasonably apparent on its face), the Company represents and warrants to Parent and each Merger Sub as follows:

Section 3.1 Qualification, Organization, Subsidiaries.

(a) The Company is a corporation duly incorporated, validly existing and in good standing under the laws of the state of Virginia. Except as would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, each of the Company's Subsidiaries is a legal entity duly organized, validly existing and (where such concept is recognized) in good standing under the Laws of its respective jurisdiction of incorporation or organization, as applicable. Each of the Company and its Subsidiaries has all requisite corporate

or similar power and authority to own, lease and operate its properties and assets and to carry on its business as presently conducted and is qualified to do business and is in good standing as a foreign corporation in each jurisdiction where the ownership, leasing or operation of its assets or properties or conduct of its business requires such qualification, except, in each case, as would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect. The Company has made available to Parent true, complete and correct copies of the Organizational Documents of the Company and each of its Significant Subsidiaries, as amended prior to the date of this Agreement, and each as made available to Parent is in full force and effect.

(b) All of the outstanding shares of capital stock or voting securities of, or other equity interests in, each of the Company's Subsidiaries have been validly issued and are owned by the Company, by another Subsidiary of the Company or by the Company and another Subsidiary of the Company, free and clear of all Liens other than restrictions imposed by applicable securities Laws or the Organizational Documents of any such Subsidiary or any Permitted Liens.

Section 3.2 Capitalization.

(a) The authorized share capital of the Company consists of 1,350,000,000 shares of Company Common Stock and 25,000,000 shares of preferred stock, without par value, of the Company (the "Company Preferred Stock"). As of July 24, 2025, there were (i) 224,354,307 shares of Company Common Stock issued and outstanding (not including the Subsidiary Treasury Stock), (ii) 20,320,777 shares of Subsidiary Treasury Stock, (iii) no shares of Company Preferred Stock issued and outstanding, (iv) Company Options to purchase an aggregate of 371,302 shares of Company Common Stock issued and outstanding, (v) 118,586 shares of Company Common Stock underlying outstanding Company PSUs if performance conditions are satisfied at the target level, (vi) 557,502 shares of Company Common Stock underlying outstanding Company RSUs, and (vii) 6,041,340 shares of Company Common Stock reserved for issuance of new awards under the Company Share Plans. All outstanding shares of Company Common Stock are, and all such shares that may be issued prior to the First Effective Time will be, when issued, duly authorized and validly issued as fully paid and nonassessable, and are not subject to and were not issued in violation of any preemptive or similar right, purchase option, call or right of first refusal or similar right. To the Knowledge of the Company, as of the date hereof, no Person is the beneficial owner of ten percent (10%) or more of the issued shares of the Company Common Stock.

(b) Except as set forth in Section 3.2(a) or as required by the terms of the Company Benefit Plans, as of the date of this Agreement, (i) the Company does not have any shares of its capital stock issued or outstanding, other than shares of Company Common Stock that have become outstanding after July 24, 2025, which were reserved for issuance as of July 24, 2025 as set forth in Section 3.2(a), and (ii) there are no outstanding subscriptions, options, warrants, calls, convertible securities or other similar rights, agreements or commitments relating to the issuance of capital stock of the Company or any of the Company's Subsidiaries to which the Company or any of the Company's Subsidiaries is a party obligating the Company or any of the Company's Subsidiaries to (A) issue, transfer or sell any shares of capital stock of the Company or any of the Company's Subsidiaries or securities convertible into, exercisable for or exchangeable for such shares, (B) grant, extend or enter into any such subscription, option, warrant, call, convertible securities or other similar right, agreement or arrangement, or (C) redeem or otherwise acquire any such shares of capital stock.

(c) Neither the Company nor any of its Subsidiaries has outstanding bonds, debentures, notes or other similar obligations, the holders of which have the right to vote (or which are convertible into, exercisable for or exchangeable for securities having the right to vote) with the shareholders of the Company on any matter. No Subsidiary of the Company owns any capital stock of the Company. Except for its interests (i) in its Subsidiaries and (ii) in any Person in connection with any joint venture, partnership or other similar arrangement with a third party, the Company does not own, directly or indirectly, any capital stock of, or other equity interests in any Person.

(d) There are no voting trusts or other agreements or understandings to which the Company or any of its Subsidiaries is a party with respect to the voting of shares of the Company Common Stock or other capital stock of the Company or any of its Subsidiaries.

(e) Section 3.2(e) of the Company Disclosure Schedules lists each Subsidiary of the Company, its jurisdiction of organization and the percentage of its equity interests directly or indirectly held by the Company.

Section 3.3 Corporate Authority Relative to This Agreement; Consents and Approvals; No Violation.

(a) The Company has the requisite corporate power and authority to enter into this Agreement and, subject to receipt of the Company Shareholder Approval, to perform its obligations hereunder and to consummate the transactions contemplated hereby. Except for the Company Shareholder Approval and the filing of the First Articles of Merger and the Second Articles of Merger with the SCC, no other proceedings on the part of the Company are necessary to authorize the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by the Company and, assuming this Agreement constitutes the valid and binding agreement of Parent and each Merger Sub, constitutes the valid and binding agreement of the Company, enforceable against the Company in accordance with its terms, except that (i) such enforcement may be subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar Laws, now or hereafter in effect, relating to creditors' rights generally and (ii) equitable remedies of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought (collectively, the "Enforceability Exceptions").

(b) The Company Board at a duly called and held meeting has unanimously (i) determined that it is in the best interests of the Company and its shareholders, and declared it advisable, to enter into this Agreement, (ii) approved the execution, delivery and performance of this Agreement and the consummation of the Mergers and the other transactions contemplated hereby, (iii) adopted this Agreement and (iv) resolved to recommend that the shareholders of the Company approve this Agreement (the "Company Recommendation") and directed that such matter be submitted for consideration of the shareholders of the Company at the Company Shareholder Meeting.

(c) The execution, delivery and performance by the Company of this Agreement and the consummation of the Mergers and the other transactions contemplated hereby

by the Company do not and will not require the Company or any of its Subsidiaries to procure, make or provide prior to the Closing Date any consent, approval, authorization or permit of, action by, filing with or notification to any United States or foreign, supranational, state, provincial, territorial or local governmental or regulatory agency, commission, court, body, entity or authority (each, a "Governmental Entity"), other than (i) the filing of the First Articles of Merger and the Second Articles of Merger with the SCC, and the issuance of the First Certificate of Merger and the Second Certificate of Merger by the SCC, (ii) the STB Approval, (iii) authorizations from, or such other actions as are required to be made with or obtained from, the Federal Communications Commission or any successor agency (the "FCC"), (iv) compliance with any applicable requirements of any applicable Antitrust Laws, (v) authorizations from, or such other actions as are required to be made with or obtained from the CNA or its predecessor agencies or any successor agency (the "CNA Approval"), (vi) compliance with the applicable requirements of the Securities Act and the Exchange Act, including the filing with the SEC of the Registration Statement (including the Proxy Statement/Prospectus), (vii) compliance with the rules and regulations of the NYSE, (viii) compliance with any applicable foreign or state securities or blue sky laws and (ix) the other consents and/or notices set forth on Section 3.3(c) of the Company Disclosure Schedules (clauses (i) through (ix), collectively, the "Company Approvals"), and other than any consent, approval, authorization, permit, action, filing or notification the failure of which to make or obtain would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect.

(d) Assuming compliance with the matters referenced in Section 3.3(c) and receipt of the Company Approvals and the Company Shareholder Approval, the execution, delivery and performance by the Company of this Agreement and the consummation by the Company of the Mergers and the other transactions contemplated hereby, do not and will not (i) contravene or conflict with the Organizational Documents of the Company or any of its Subsidiaries, (ii) contravene or conflict with or constitute a violation of any provision of any Law binding on or applicable to the Company or any of its Subsidiaries or any of their respective properties or assets or (iii) result in any violation of, or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of any obligation or to the loss of a benefit or payment of a penalty under or the creation of a Lien on any of the assets of the Company or any of its Subsidiaries pursuant to any Contract, instrument, permit, concession, franchise, right or license binding on the Company or any of its Subsidiaries, other than, in the case of clauses (ii) and (iii), any such contravention, conflict, violation, default, termination, cancellation, acceleration, right, loss, penalty or Lien that would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect.

Section 3.4 Reports and Financial Statements.

(a) The Company has filed or furnished, on a timely basis, all forms, statements, certifications, documents and reports required to be filed or furnished by it with the SEC pursuant to the Exchange Act or the Securities Act since December 31, 2022 (the forms, statements, certifications, documents and reports so filed or furnished by the Company and those filed or furnished to the SEC subsequent to the date of this Agreement, including any amendments thereto, the "Company SEC Documents"), each of which, in each case as of its date, or, if amended, as finally amended prior to the date of this Agreement, complied, or if not yet filed or furnished, will comply, in all material respects with the applicable requirements of the Securities Act, the

Exchange Act and the Sarbanes-Oxley Act, as the case may be, and no Company SEC Document as of its date (or, if amended or superseded by a filing prior to the date of this Agreement, as of the date of such amended or superseding filing) contained, and no Company SEC Documents filed with or furnished to the SEC subsequent to the date of this Agreement will contain, any untrue statement of a material fact or omitted or will omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

(b) The Company is in compliance in all material respects with the applicable listing and corporate governance rules and regulations of the NYSE. Except as permitted by the Exchange Act, including Sections 13(k)(2) and 13(k)(3) thereunder, or the rules and regulations promulgated by the SEC, since December 31, 2022, neither the Company nor any of its Affiliates has made, arranged or modified (in any material way) any extensions of credit in the form of a personal loan to any executive officer or director of the Company.

(c) The consolidated financial statements (including all related notes and schedules) of the Company included in the Company SEC Documents (or, if any such Company SEC Document is amended or superseded by a filing prior to the date of this Agreement, such amended or superseding Company SEC Document) fairly presented in all material respects the consolidated financial position of the Company and its consolidated Subsidiaries, as at the respective dates thereof, and the consolidated results of their operations and their consolidated cash flows for the respective periods then ended (subject, in the case of the unaudited statements, to normal year-end audit adjustments and to any other adjustments described therein, including the notes thereto) and were prepared in all material respects in conformity with GAAP (except, in the case of the unaudited financial statements, as permitted by the SEC) applied on a consistent basis during the periods involved (except as may be indicated therein or in the notes thereto).

Section 3.5 Internal Controls and Procedures.

(a) The Company has established and maintains disclosure controls and procedures as required by Rule 13a-15 or 15d-15 under the Exchange Act. Such disclosure controls and procedures are effective in providing reasonable assurance that all information required to be disclosed by the Company is recorded and reported on a timely basis to the individuals responsible for the preparation of the Company's filings with the SEC and other public disclosure documents.

(b) The Company maintains a system of internal controls over financial reporting (as defined in Rule 13a-15 or 15d-15 under the Exchange Act) that is effective in providing reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP and includes policies and procedures that (i) pertain to the maintenance of records that in reasonable detail accurately and fairly reflect the transactions and dispositions of the assets of the Company in all material respects, (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with GAAP and to maintain accountability for assets, that access to assets is permitted only in accordance with authorizations of management and directors of the Company and that receipts and expenditures of the Company are being made only in accordance with authorizations of management and directors of the Company, and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or

disposition of the Company's assets that could have a material effect on its financial statements. The records, systems, controls, data and information of the Company and its Subsidiaries that are used in the systems of disclosure controls and procedures and of financial reporting controls and procedures described above are recorded, stored, maintained and operated under means that are under the exclusive ownership and direct control of the Company or a wholly owned Subsidiary of the Company or its accountants, except as would not reasonably be expected to adversely affect or disrupt, in any material respect, the Company's systems of disclosure controls and procedures and of financial reporting controls and procedures or the reports generated thereby.

(c) The Company's management has completed an assessment of the effectiveness of the Company's internal controls over financial reporting pursuant to Section 404 of the Sarbanes-Oxley Act for the year ended December 31, 2024, and such assessment concluded that such controls were effective. The Company has disclosed, based on its most recent evaluation of its internal controls prior to the date of this Agreement, to the Company's auditors and the audit committee of the Company Board, (i) any significant deficiencies and material weaknesses in the design or operation of internal controls over financial reporting that are reasonably likely to adversely affect the Company's ability to record, process, summarize and report financial information and (ii) any fraud, whether or not material, that involves management or other employees who have a significant role in internal control over financial reporting. As of the date of its most recent audited financial statements, neither the Company nor its auditors had identified any significant deficiencies or material weaknesses in its internal controls over financial reporting and, as of the date of this Agreement, to the Knowledge of the Company, nothing has come to its attention that has caused it to believe that there are any material weaknesses or significant deficiencies in such internal controls. To the Knowledge of the Company, since December 31, 2022, no material complaints from any source regarding accounting, internal accounting controls or auditing matters, and no concerns from Company employees regarding questionable accounting or auditing matters, have been received by the Company. To the Knowledge of the Company, since December 31, 2022, no attorney representing the Company or any of its Subsidiaries, whether or not employed by the Company or any of its Subsidiaries, has reported evidence of a violation of securities Laws, breach of fiduciary duty or similar violation by the Company or any of its officers, directors, employees or agents to the Company's chief legal officer, audit committee (or other committee designated for the purpose) of the Company Board pursuant to the rules adopted pursuant to Section 307 of the Sarbanes-Oxley Act or any Company policy contemplating such reporting, including in instances not required by those rules.

Section 3.6 Certain Matters. The Company represents and warrants to Parent and each Merger Sub as to the matters set forth in Section 3.6 of the Company Disclosure Schedules.

Section 3.7 No Undisclosed Liabilities. Except (a) as disclosed, reflected or reserved against in the audited consolidated balance sheet of the Company and its Subsidiaries as of December 31, 2024, and the footnotes to such consolidated balance sheet, in each case set forth in the Company's report on Form 10-K for the fiscal year ended December 31, 2024, (b) as expressly permitted or contemplated by this Agreement, (c) for liabilities or obligations that have been discharged or paid in full, (d) for liabilities arising in connection with obligations under any existing Contract (except to the extent such liabilities arose or resulted from a breach or a default of or under such Contract), (e) for liabilities and obligations incurred in the Ordinary Course of Business since December 31, 2024 (the "Company Balance Sheet Date"), or (f) as would not have,

individually or in the aggregate, a Company Material Adverse Effect, neither the Company nor any Subsidiary of the Company has any liabilities or obligations, whether or not accrued, contingent or otherwise.

Section 3.8 Compliance with Law; Permits.

(a) The Company and its Subsidiaries have been, since December 31, 2022, in compliance with and not in default under or in violation of any federal, state, local or foreign law, statute, ordinance, rule, regulation, judgment, Order, injunction or decree of any Governmental Entity (collectively, "Laws" and each, a "Law") applicable to the Company and its Subsidiaries, except where such non-compliance, default or violation would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect.

(b) The Company and its Subsidiaries are in possession of all franchises, grants, concessions, authorizations, licenses, permits, easements, variances, exceptions, consents, certificates, approvals, clearances, tariffs, qualifications, registrations and orders of any Governmental Entities ("Permits") necessary for the Company and the Company's Subsidiaries to own, lease and operate their properties and assets or to carry on their businesses as they are now being conducted (such Permits, the "Company Permits"), except where the failure to have any of the Company Permits would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect. All Company Permits are in full force and effect and are not subject to any administrative or judicial proceeding that would reasonably be expected to result in modification, termination or revocation thereof, and the Company and each of its Subsidiaries is in compliance with the terms and requirements of such Company Permit, except where the failure to be in full force and effect or in compliance or where such proceeding would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect.

(c) Neither the Company nor any of its Subsidiaries has received any written notice that the Company or its Subsidiaries is in violation of any Law applicable to the Company or any of its Subsidiaries or any Permit, except for such violations that would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect. There are no Actions pending, threatened in writing or, to the Knowledge of the Company, otherwise threatened, that would reasonably be expected to result in the revocation, withdrawal, suspension, non-renewal, termination, revocation, or adverse modification or limitation of any such Permit, except as would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect.

Section 3.9 Anti-Corruption; Anti-Bribery; Anti-Money Laundering.

(a) The Company, its Subsidiaries and, to the Knowledge of the Company, each of their directors, officers, employees, agents and each other Person acting on behalf of the Company or its Subsidiaries are in all material respects in compliance with and for the past five (5) years, have in all material respects complied with (i) the Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"), and (ii) the provisions of all anti-bribery, anti-corruption and anti-money laundering Laws of each jurisdiction in which the Company and its Subsidiaries operate or have operated and in which any agent thereof is conducting or has conducted business on behalf of the Company or any of its Subsidiaries ("Anti-Corruption Laws"). The Company and its

Subsidiaries have since December 31, 2022 (A) instituted policies and procedures that are reasonably designed to ensure compliance in all material respects with the FCPA and other anti-bribery, anti-corruption and anti-money laundering Laws in each jurisdiction in which the Company or any of its Subsidiaries operate and (B) maintained such policies and procedures in full force and effect in all material respects.

(b) None of the Company, its Subsidiaries or, to the Knowledge of the Company, any of their directors, officers and employees and each other Person acting on behalf of the Company or its Subsidiaries has, in the past five (5) years, directly or indirectly, violated any, or been subject to actual or, to the Knowledge of the Company, pending or threatened Proceedings, settlements or enforcement actions alleging violations on the part of any of the foregoing Persons of the FCPA or Anti-Corruption Laws or any terrorism financing Law.

(c) None of the Company, its Subsidiaries or, to the Knowledge of the Company, any of their directors, officers and their employees or any other Person acting on behalf of the Company or its Subsidiaries has, in the past five (5) years: (i) directly or indirectly, paid, offered or promised to pay, or authorized or ratified the payment of any monies, gifts or anything of value (A) which would violate any applicable Anti-Corruption Law, including the FCPA, applied for purposes hereof as it applies to domestic concerns, or (B) to any national, provincial, municipal or other Government Official or any political party or candidate for political office for the purpose of (x) influencing any act or decision of such official or of any Governmental Entity, (y) to obtain or retain business, or direct business to any Person or (z) to secure any other improper benefit or advantage; or (ii) aided, abetted, caused (directly or indirectly), participated in, or otherwise conspired with, any Person to violate the terms of any Order.

Section 3.10 Sanctions.

(a) Since April 24, 2019, the Company and each of its Subsidiaries has been, and currently is, in all material respects in compliance with economic sanctions and export control Laws in jurisdictions in which the Company or any of its Subsidiaries do business or are otherwise subject to jurisdiction, including the United States International Traffic in Arms Regulations, the Export Administration Regulations, and United States sanctions Laws and regulations administered by the United States Department of the Treasury's Office of Foreign Assets Control or the United States Department of State (collectively "Export and Sanctions Regulations").

(b) None of the Company or any of its Subsidiaries, or, to the Knowledge of the Company, any director, officer, agent, employee or other Person acting on behalf of any of the Company or its Subsidiaries, in their capacity as such, is currently, or has been since April 24, 2019: (i) a Sanctioned Person or (ii) engaging in any dealings or transactions with, or for the benefit of, any Sanctioned Person or in any Sanctioned Country, to the extent such activities would cause the Company to violate applicable Export and Sanctions Regulations.

(c) Since April 24, 2019, the Company and its Subsidiaries have (i) instituted policies and procedures that are reasonably designed to ensure compliance in all material respects with the Export and Sanctions Regulations in each jurisdiction in which the Company and its Subsidiaries operate or are otherwise subject to jurisdiction and (ii) maintained such policies and procedures in full force and effect in all material respects.

(d) Since April 24, 2019, neither the Company nor any of its Subsidiaries (i) has been found in violation of, charged with or convicted of, any Export and Sanctions Regulations, (ii) to the Knowledge of the Company, is or has been under investigation by any Governmental Entity for possible violations of any Export and Sanctions Regulation, (iii) has been assessed civil penalties under any Export and Sanctions Regulations or (iv) has filed any voluntary disclosures with any Governmental Entity regarding possible violations of any Export and Sanctions Regulations.

Section 3.11 Environmental Laws and Regulations.

(a) Except as would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect: (i) the Company and its Subsidiaries are and, except for matters which have been resolved, have been in compliance with all applicable Environmental Laws; (ii) neither the Company nor any of its Subsidiaries has received any written notices, demand letters or written requests for information from any Governmental Entity alleging that the Company or any of its Subsidiaries is in violation of or has liability under any Environmental Law and there are no legal, administrative, arbitral or other proceedings, claims or actions pending, or to the Knowledge of the Company threatened, against the Company or any of its Subsidiaries alleging any violation of or liability relating to any Environmental Law, in each case other than with respect to matters that have been resolved; (iii) there has been no treatment, storage or release of any Hazardous Substance in violation of or as could reasonably be expected to result in liability under any applicable Environmental Law; and (iv) neither the Company nor any Subsidiary is subject to any agreement, order, judgment, or decree by or with any Governmental Entity or other third party imposing any liability or obligation relating to any Environmental Law.

(b) The Company has made available to Parent material documents in the possession of, or reasonably available to, the Company or any of its Subsidiaries, or has otherwise disclosed to Parent material information, regarding the status of and expected costs and/or actions required to fully resolve any violation of, or liability under Environmental Law to the extent the resolution of such violation or liability would be reasonably expected to have, individually or in the aggregate, a Company Material Adverse Effect.

Section 3.12 Employee Benefit Plans.

(a) The Company has made available to Parent, with respect to each material Company Benefit Plan, each writing constituting a part of such Company Benefit Plan, including all amendments thereto.

(b) Except as would not have, individually or in the aggregate, a Company Material Adverse Effect: (i) each Company Benefit Plan (including any related trusts) has been maintained and administered in compliance with its terms and with applicable Law, including ERISA and the Code to the extent applicable thereto; (ii) each Company Benefit Plan intended to be "qualified" within the meaning of Section 401(a) of the Code has received a favorable determination letter from the Internal Revenue Service or is entitled to rely on a favorable opinion issued by the Internal Revenue Service; (iii) no employee benefit plan of the Company or its Subsidiaries is a Multiemployer Plan or a plan subject to Title IV of ERISA that has two (2) or

more contributing sponsors, at least two (2) of whom are not under common control; (iv) all contributions or other amounts payable by the Company or any of its Subsidiaries with respect to each Company Benefit Plan in respect of current or prior plan years have been paid or accrued in accordance with GAAP; and (v) there are no pending, threatened or, to the Knowledge of the Company, anticipated claims (other than claims for benefits in accordance with the terms of the Company Benefit Plans) by, on behalf of or against any of the Company Benefit Plans or any trusts related thereto.

(c) With respect to any Multiemployer Plan contributed to by the Company or any ERISA Affiliate, neither the Company nor any ERISA Affiliate has incurred any withdrawal liability under Title IV of ERISA which remains unsatisfied as to an amount that would reasonably be expected to result in, individually or in the aggregate, material liability to the Company and its Subsidiaries, taken as a whole.

(d) Except as provided in this Agreement or required by applicable Law, the consummation of the transactions contemplated by this Agreement will not, either alone or in combination with another event, (i) entitle any current or former employee, director or other individual service provider of the Company or any of its Subsidiaries to severance pay or any other payment or benefit from the Company or its Subsidiaries, (ii) accelerate the time of payment or vesting, or increase the amount of, compensation due to any such employee, director or other individual service provider, (iii) directly or indirectly cause the Company or its Subsidiaries to transfer or set aside any assets to fund any payments or benefits under any Company Benefit Plan or (iv) limit or restrict the right to merge, materially amend, terminate or transfer the assets of any Company Benefit Plan on or following the First Effective Time.

(e) The execution and delivery of this Agreement, shareholder or other approval of this Agreement or the consummation of the transactions contemplated by this Agreement would not, either alone or in combination with another event, result in the payment of any "excess parachute payment" as defined Section 280G(b)(1) of the Code.

(f) The Company is not a party to nor does it have any obligation under any Company Benefit Plan to compensate, indemnify or reimburse any person for excise Taxes payable pursuant to Section 4999 of the Code or for additional Taxes payable pursuant to Section 409A of the Code.

Section 3.13 Labor Matters.

(a) The Company and its Subsidiaries are in compliance with their obligations pursuant to all notification and bargaining obligations arising under any Company Labor Agreements, except as would not have, individually or in the aggregate, a Company Material Adverse Effect.

(b) Except as would not reasonably be expected to result in, individually or in the aggregate, material liability to the Company and its Subsidiaries, taken as a whole, as of the date of this Agreement (i) there are no strikes or lockouts with respect to any employees of the Company or any of its Subsidiaries; (ii) to the Knowledge of the Company, there is no union organizing effort pending or threatened against the Company or any of its Subsidiaries; (iii) there

is no labor dispute or labor arbitration proceeding pending or, to the Knowledge of the Company, threatened against the Company or any of its Subsidiaries (other than, in each case, routine grievances, including those brought by unions or other collectively represented employees, to be heard by the applicable Governmental Entity); and (iv) there is no slowdown, or work stoppage in effect or, to the Knowledge of the Company, threatened with respect to employees of the Company or any of its Subsidiaries.

(c) Except as would not have, individually or in the aggregate, a Company Material Adverse Effect, since December 31, 2022, the Company and its Subsidiaries have complied in all respects with all applicable Laws with respect to employment and employment practices (including all applicable Laws, rules and regulations regarding wage and hour requirements, employee and worker classification, immigration status, discrimination in employment, harassment, employee health and safety, and collective bargaining).

(d) The consent or consultation of, or the rendering of formal advice by, any labor or trade union, works council or similar organization is not required for the Company to enter into this Agreement or to consummate any of the transactions contemplated hereby other than any consent, consultation or formal advice, the failure of which to obtain or, in the case of consultation, engage in, would not delay or prevent the consummation of the transactions contemplated by this Agreement.

Section 3.14 Absence of Certain Changes or Events.

(a) Since the Company Balance Sheet Date through the date of this Agreement, there has not been any event, change, occurrence or development that has had or would reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect.

(b) From the Company Balance Sheet Date through the date of this Agreement, the Company and its Subsidiaries have conducted their respective businesses in all material respects in the Ordinary Course of Business and have not taken any action that, if taken after the date of this Agreement, would require Parent's consent under Section 5.1(b)(i), Section 5.1(b)(iv), Section 5.1(b)(v), Section 5.1(b)(ix), Section 5.1(b)(xi), Section 5.1(b)(xiv) or Section 5.1(b)(xvii).

Section 3.15 Investigations; Litigation. Except as would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, as of the date of this Agreement: (a) to the Knowledge of the Company, there is no investigation or review pending or threatened by any Governmental Entity with respect to the Company or any of the Company's Subsidiaries; and (b) there are no Actions pending (or, to the Knowledge of the Company, threatened) against or affecting the Company or any of the Company's Subsidiaries, or any of their respective assets or properties at law or in equity before, and there are no Orders of, any Governmental Entity against or affecting the Company or any of the Company's Subsidiaries, or any of their respective assets or properties.

Section 3.16 Company Information. The information supplied or to be supplied by the Company for inclusion in (i) the proxy statement relating to the Company Shareholder Meeting, which will be used as a prospectus of Parent with respect to the Parent Common Stock issuable in

connection with the First Merger (together with any amendments or supplements thereto, the "Proxy Statement/Prospectus") or (ii) the registration statement on Form S-4 pursuant to which the offer and sale of Parent Common Stock in connection with the First Merger will be registered pursuant to the Securities Act and in which the Proxy Statement/Prospectus will be included as a prospectus of Parent (together with any amendments or supplements thereto, the "Registration Statement") will not, (x) at the time the Proxy Statement/Prospectus is first mailed to each of the Company's shareholders and Parent's shareholders, (y) at the time of each of the Company Shareholder Meeting and the Parent Shareholder Meeting (or, in each case, any adjournment or postponement thereof), or (z) at the time the Registration Statement (and any amendment or supplement thereto) is filed with the SEC or declared effective, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading; provided that no representation or warranty is made by the Company with respect to statements made therein based on information supplied by Parent or either Merger Sub for inclusion or incorporation by reference therein.

Section 3.17 Tax Matters.

(a) Except as would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect:

(i) the Company and each of its Subsidiaries have timely filed all Tax Returns required to be filed (taking into account any extensions of time within which to file such Tax Returns), and all such filed Tax Returns were complete and correct, and the Company and each of its Subsidiaries have paid all Taxes, whether or not shown to be due on such Tax Returns, or have established an adequate reserve therefor in accordance with GAAP;

(ii) there are no current audits, examinations or other proceedings pending, or to the Company's Knowledge, threatened in respect of any Taxes of the Company or any of its Subsidiaries;

(iii) none of the Company or any of its Subsidiaries has granted any extension or waiver of the limitation period applicable to the assessment or collection of any Tax;

(iv) there are no Liens for Taxes upon any property or assets of the Company or its Subsidiaries, except for Permitted Liens;

(v) none of the Company or any of its Subsidiaries (i) is or has been a member of an affiliated, consolidated, combined, unitary or similar group for purposes of filing Tax Returns or paying Taxes (other than a group the common parent of which is or was the Company or any of its Subsidiaries), (ii) is party to any Tax sharing, Tax allocation or Tax indemnity agreement or similar contract or arrangement, in each case with any third party (other than customary Tax indemnification provisions in commercial agreements or arrangements, in each case not primarily relating to Taxes, or any agreement solely between or among the Company or any of its Subsidiaries) or (iii) has any liability for Taxes of any

Person (other than the Company or any of its Subsidiaries) arising from the application of Treasury Regulations Section 1.1502-6 or any analogous provision of applicable state, local or foreign Law or as a transferee or successor;

(vi) none of the Company or any of its Subsidiaries has participated in any "listed transaction" within the meaning of Section 6011 of the Code and the regulations thereunder; and

(vii) in the last three (3) years, none of the Company or any of its Subsidiaries has distributed stock of another Person or has had its stock distributed by another Person in a transaction that was purported or intended to be governed in whole or in part by Section 355 of the Code.

(b) As of the date hereof, none of the Company or any of its Subsidiaries has taken or agreed to take any action or knows of the existence of any fact or circumstance that could reasonably be expected to prevent or impede the Mergers, taken together, from qualifying as a "reorganization" within the meaning of Section 368(a) of the Code.

Section 3.18 Intellectual Property; IT Assets; Privacy.

(a) Section 3.18(a) of the Company Disclosure Schedules sets forth a true, correct and complete list as of the date hereof of all Registered Company Intellectual Property. Each such material item of Registered Company Intellectual Property is, to the Knowledge of the Company, subsisting and not invalid or unenforceable. No such material Registered Company Intellectual Property (other than any applications for Registered Company Intellectual Property) has expired or been canceled or abandoned, except in accordance with the expiration of the term of such rights, or in the Ordinary Course of Business based on a reasonable business judgment of the Company.

(b) The Company and its Subsidiaries (i) own or have a written, valid and enforceable right to use all material Intellectual Property used in or necessary for the operation of their respective businesses and (ii) own all right, title, and interest in all Company Intellectual Property, free and clear of all Liens (other than Permitted Liens), in each case, except as has not been and would not reasonably be expected to be, individually or in the aggregate, material to the business of the Company and its Subsidiaries, taken as a whole. To the Knowledge of the Company, no Company Intellectual Property material to any business of the Company and its Subsidiaries is subject to any Order or Contract materially and adversely affecting the Company's and its Subsidiaries' ownership or use of, or any rights in or to, any such Intellectual Property.

(c) Except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, since December 31, 2022, to the Knowledge of the Company, the operation of the business of the Company and its Subsidiaries has not infringed, violated or otherwise misappropriated any Intellectual Property of any third Person. Except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, (i) to the Knowledge of the Company, since December 31, 2022, no third Person has infringed, violated or otherwise misappropriated any Company Intellectual Property and (ii) there is, and there has been since December 31, 2022,

no pending (or, to the Knowledge of the Company, threatened) Action or asserted claim in writing asserting that the Company or any Subsidiary has infringed, violated or otherwise misappropriated, or is infringing, violating or otherwise misappropriating, any Intellectual Property of any third Person.

(d) The Company and its Subsidiaries have received from each Person (including current and former employees and contractors) who has created or developed any material Intellectual Property for or on behalf of the Company or any of its Subsidiaries, a written, valid, enforceable, present assignment of such Intellectual Property to the Company or its applicable Subsidiary.

(e) The Company and its Subsidiaries own all right, title and interest in and to the Company IT Assets, free and clear of any Liens other than Permitted Liens, except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect. The Company and its Subsidiaries own or have a written valid and enforceable right to use all IT Assets, except as has not been and would not reasonably be expected to be, individually or in the aggregate, material to the business of the Company and its Subsidiaries, taken as a whole. Except as has not been and would not reasonably be expected to be, individually or in the aggregate, material to the business of the Company and its Subsidiaries, taken as a whole, the Company and each of its Subsidiaries have taken reasonable steps and implemented reasonable safeguards, consistent with best industry practices, to protect the IT Assets from any unauthorized access, use or other security breach. The IT Assets: (i) operate and perform in all material respects as required by the Company and its Subsidiaries for the operation of their respective businesses and (ii) since December 31, 2022, except as, individually or in the aggregate, has not resulted in, and is not reasonably expected to result in, material liability to, or material disruption of the business operations of, the Company and its Subsidiaries, (A) have not malfunctioned or failed, suffered unscheduled downtime, or been subject to unauthorized access, use or other security breach, and (B) have, to the Knowledge of the Company, been free from any viruses, Trojan horses, spyware, ransomware or other malicious code.

(f) The Company and its Subsidiaries have taken commercially reasonable measures to protect the confidentiality of the material Trade Secrets owned or held by the Company and its Subsidiaries, and to the Knowledge of the Company, no such material Trade Secrets has been used or discovered by or disclosed to any Person except pursuant to written, valid and enforceable non-disclosure agreements protecting the confidentiality thereof, which agreements have not been breached by the Company or its Subsidiaries or, to the Knowledge of the Company, any other party, in any material respect.

(g) Since December 31, 2022, the Company and its Subsidiaries have in all material respects complied with all Privacy Laws and with its and their privacy policies and other contractual commitments relating to privacy, security or processing of personal information or data. Except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, since December 31, 2022, neither the Company nor any of its Subsidiaries has received any written threat, notice or claim alleging (or been subject to any audit or investigation by any Governmental Entity regarding) (i) non-compliance with any Privacy Laws or with such privacy policies or contractual commitments or (ii) a violation of any third Person's rights under Privacy Laws or such privacy policies or contractual commitments,

including any third Person's rights with respect to Sensitive Data. Except as has not been and would not reasonably be expected to be, individually or in the aggregate, material to the business of the Company and its Subsidiaries, taken as a whole, since December 31, 2022, to the Knowledge of the Company, there has been no unauthorized access, use, processing, transfer or disclosure, or any loss or theft, of Sensitive Data or other personal or personally identifiable information that are protected by Privacy Laws while such Sensitive Data or such other personal or personally identifiable information was in the possession or control of the Company, its Subsidiaries or (solely with respect to Sensitive Data or other personal or personally identifiable information held on behalf of the Company or its Subsidiaries) its or their third-party vendors or service providers.

(h) Except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, the Company and its Subsidiaries (i) have obtained all consents, permissions, and authorizations required under applicable Laws with respect to the use and processing of all Training Data and the use of all AI Technologies in the operation of the business of the Company and its Subsidiaries, and (ii) have not used any Training Data or AI Technologies in violation of applicable Law or in a manner in conflict with the data or information privacy or security policies of the Company or its Subsidiaries.

(i) Except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, (i) no third party has possession of, or any current or contingent right to access or possess, any source code for any software owned by and proprietary to the Company or any of its Subsidiaries, and (ii) such software does not incorporate or link to any open source software, and subsequently get distributed or modified, in a manner that requires the Company or its Subsidiaries to make any source code for any such proprietary owned software available to third parties, be licensed for the purpose of making derivative works, or be redistributable at no or minimal charge.

Section 3.19 Title to Assets. Except as would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect, the Company or one of its Subsidiaries has good and valid title to all tangible assets owned by the Company or any of its Subsidiaries as of the date of this Agreement, free and clear of all Liens other than Permitted Liens, or good and valid leasehold interests in all tangible assets leased or subleased by the Company or any of its Subsidiaries as of the date of this Agreement, or good and valid rights under the corresponding concession in all tangible assets held subject to such concession by the Company or any of its Subsidiaries as of the date of this Agreement.

Section 3.20 Title to Properties.

(a) Except as would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, each Contract under which the Company or any of its Subsidiaries is the landlord, sublandlord, tenant, subtenant or occupant (a "Company Real Property Lease") with respect to material real property leased, subleased, held under concession, licensed or otherwise occupied (whether as tenant, subtenant or pursuant to other occupancy arrangements) by the Company or any of its Subsidiaries (collectively, including the improvements thereon, "Company Leased Real Property") is valid and binding on the Company or the Subsidiary thereof party thereto, and, to the Knowledge of the Company, each other party thereto. Neither the

Company nor any of its Subsidiaries is currently subleasing, licensing or otherwise granting any person the right to use or occupy a material portion of the Company Leased Real Property that would reasonably be expected to adversely affect the existing use of the remaining portion of the Company Leased Real Property by the Company or its Subsidiaries in the operation of their business thereon, except as would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect. Except as would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect, there is no uncured default by the Company or any of its Subsidiaries under any Company Real Property Lease or, to the Knowledge of the Company, by any other party thereto, and, to the Knowledge of the Company, no event has occurred that with the lapse of time or the giving of notice or both would reasonably be expected to constitute a default thereunder by the Company or any of its Subsidiaries or by any other party thereto. As of the date of this Agreement, neither the Company nor any of its Subsidiaries has received any written notice of termination or cancelation, and to the Knowledge of the Company, no termination or cancelation is threatened, under any material Company Real Property Lease.

(b) Except as would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect, the Company or its Subsidiaries has good and valid title to all of the real property owned by the Company and its Subsidiaries (the "Owned Real Property").

(c) Except as would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect, neither the Company nor any of its Subsidiaries has received written notice of any condemnation proceeding or proposed action or agreement for taking in lieu of condemnation, nor is any such proceeding, action or agreement pending before a Governmental Entity or, to the Knowledge of the Company, threatened, with respect to any portion of any Owned Real Property.

Section 3.21 Opinion of Financial Advisor. The Company Board has received the opinion of BofA Securities, Inc. to the effect that, as of the date of such opinion and subject to the assumptions, limitations, qualifications and other matters set forth therein, the Merger Consideration to be received by the holders of Company Common Stock (other than the Canceled Shares and the Converted Shares) in the First Merger pursuant to this Agreement is fair, from a financial point of view, to such holders.

Section 3.22 Required Vote of the Company Shareholders. The affirmative vote of a majority of the votes cast by holders of Company Common Stock in favor of the approval of this Agreement (the "Company Shareholder Approval") is the only vote of holders of securities of the Company that is required to approve this Agreement and the transactions contemplated hereby, including the Mergers.

Section 3.23 Material Contracts.

(a) Except for this Agreement, agreements filed as exhibits to the Company SEC Documents or as set forth in Section 3.23(a) of the Company Disclosure Schedules, as of the date of this Agreement, neither the Company nor any of its Subsidiaries is a party to or expressly bound by any Contract (excluding any Company Benefit Plan) that:

(i) would constitute a "material contract" (as such term is defined in Item 601(b)(10) of Regulation S-K of the Securities Act);

(ii) is a Company Real Property Lease pursuant to which the Company or any of its Subsidiaries leases real property that (A) has remaining rental obligations in excess of $50 million or (B) is integral to the operations of the business of the Company and its Subsidiaries, taken as a whole;

(iii) contains restrictions on the right of the Company or any of its Subsidiaries to engage in activities competitive with any Person or to solicit customers or suppliers anywhere in the world, other than restrictions (A) pursuant to limitations on the use by the Company or its Subsidiaries of rail lines set forth in the agreements conveying those lines or granting rights to operate them that do not, individually or in the aggregate, materially impair the Company's operations in accordance with its current and future operating plan or (B) that are part of the terms and conditions of any "requirements" or similar agreement under which the Company or any of its Subsidiaries has agreed to procure goods or services exclusively from any Person; or (C) that are not material to the business of the Company and its Subsidiaries, taken as a whole;

(iv) grants "most favored nation" status that, following the Mergers, would apply to Parent and its Subsidiaries, including the Company and its Subsidiaries;

(v) provides for the formation, creation, operation, management or control of any material joint venture, material partnership or other similar material arrangement with a third party;

(vi) is an indenture, credit agreement, loan agreement, note, or other Contract providing for indebtedness for borrowed money of the Company or any if its Subsidiaries (other than indebtedness among the Company and/or any of its Subsidiaries) in excess of $150 million;

(vii) is a settlement, conciliation or similar Contract that would require the Company or any of its Subsidiaries to pay consideration of more than $40 million after the date of this Agreement or that contains material restrictions on the business and operations of the Company or any of its Subsidiaries or materially disrupts the business of the Company or any of its Subsidiaries as currently conducted;

(viii) (A) provides for the acquisition or disposition by the Company or any of its Subsidiaries of any business (whether by merger, sale of stock, sale of assets or otherwise), or any real property, that would, in each case, reasonably be expected to result in the receipt or making by the Company or any Subsidiary of the Company of future payments in excess of $100 million or (B) pursuant to which the Company or any of its Subsidiaries will acquire any interest, or will make an investment, in any other Person, other than another Subsidiary, of more than $100 million;

(ix) is an acquisition agreement that contains material "earn-out" or other material contingent payment obligations;

(x) obligates the Company or any Subsidiary of the Company to make any future capital investment or capital expenditure outside the Ordinary Course of Business and in excess of $75 million in any calendar year;

(xi) provides for the procurement of services or supplies from a Company Top Supplier by the Company or any of its Subsidiaries, or provides for sales to a Company Top Customer by the Company or any of its Subsidiaries;

(xii) limits or restricts the ability of the Company or any of its Subsidiaries to declare or pay dividends or make distributions in respect of their capital stock, partner interests, membership interests or other equity interests;

(xiii) other than any sales and marketing Contracts entered into in the Ordinary Course of Business, is a Contract pursuant to which the Company or any of its Subsidiaries is a party, or is otherwise bound, and obligated to make or receive payments in excess of $100 million in any calendar year which Contract has a term of at least three (3) years from the later of the date hereof and the date of such Contract, and the contracting counterparty of which (A) is a Governmental Entity or (B) to the Knowledge of the Company, has entered into such Contract in its capacity as a prime contractor or other subcontractor of any Contract with a Governmental Entity and such Contract imposes upon the Company obligations or other liabilities due to such Governmental Entity; or

(xiv) is a Contract pursuant to which (A) the Company or any of its Subsidiaries is granted any license or other right with respect to Intellectual Property of another Person, where such Contract is material to the business of the Company or any of its Subsidiaries (other than non-exclusive licenses for commercially available software that have been granted on standardized, generally available terms); or (B) the Company or any of its Subsidiaries grants to another Person any material license or other material right with respect to any Company Intellectual Property (other than non-exclusive licenses or similar rights granted to (1) direct or indirect customers or resellers in connection with their use, sale or resale of the Company's or its Subsidiaries' goods or services, or (2) service providers in connection with their provision of services for or on behalf of the Company or any Company Subsidiaries).

Each Contract of the type described in clauses (i) through (xiv) of this Section 3.23(a) is referred to herein as a "Company Material Contract."

(b) True, correct and complete copies of each Company Material Contract have been publicly filed with the SEC prior to the date of this Agreement or otherwise made available to Parent. Neither the Company nor any Subsidiary of the Company is in breach of or default under the terms of any Company Material Contract where such breach or default would reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect. To the Knowledge of the Company, no other party to any Company Material Contract is in breach of or default under the terms of any Company Material Contract where such breach or default would reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect. Except as would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, each Company Material Contract is a valid and binding

obligation of the Company or the Subsidiary of the Company that is party thereto and, to the Knowledge of the Company, of each other party thereto, and is in full force and effect, subject to the Enforceability Exceptions.

Section 3.24 Suppliers and Customers.

(a) Section 3.24(a) of the Company Disclosure Schedules sets forth a correct and complete list of (i) the top 20 suppliers (each a "Company Top Supplier") and (ii) the top 20 customers (each a "Company Top Customer"), respectively, by the aggregate dollar amount of payments to or from, as applicable, such supplier or customer, during the calendar year 2024 (in the case of customers, measured on a net revenue basis).

(b) Except as would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect, since December 31, 2022 through the date of this Agreement, (i) there has been no termination of or a failure to renew the business relationship of the Company or its Subsidiaries with any Company Top Supplier or any Company Top Customer and (ii) no Company Top Supplier or Company Top Customer has notified the Company or any of its Subsidiaries that it intends to terminate or not renew its business, nor to the Knowledge of the Company, is any such party threatening to do so as.

Section 3.25 Insurance Policies. Except as would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, (i) the Company and its Subsidiaries maintain insurance coverage with reputable insurers in such amounts and covering such risks as the Company reasonably believes, based on past experience, is adequate for the businesses and operations of the Company and its Subsidiaries (taking into account the cost and availability of such insurance) (the "Insurance Policies"), (ii) each Insurance Policy is in full force and effect, (iii) all premiums due with respect to the Insurance Policies have been paid, (iv) the Company and its Subsidiaries are in compliance with the material terms and conditions of the Insurance Policies and predecessor insurance policies, including with respect to providing timely and otherwise valid notice to the applicable insurer(s) of any claim, occurrence or other matter that may be covered under any Insurance Policies or predecessor insurance policies, (v) there are no pending claims under any Insurance Policies or predecessor insurance policies, (vi) neither the Company nor any of its Subsidiaries has received, as of the date of this Agreement, written notice of any pending or threatened cancellation, termination, nonrenewal or material premium increase or adjustment (including any retrospective premium adjustment) with respect to any of the Insurance Policies (other than in the ordinary course in connection with renewals), (vii) one of the Insurance Policies are comprised of any self-insurance, fronted insurance or captive insurance and (viii) the Insurance Policies are sufficient to comply with applicable Law and all Company Material Contracts. True and complete copies of the material Insurance Policies as of the date hereof have been made available to Parent.

Section 3.26 Affiliate Party Transactions. Since December 31, 2022 through the date of this Agreement, there have been no material transactions, agreements, arrangements or understandings between the Company or any of its Subsidiaries, on the one hand, and any Person owning 5% or more of the Company Common Stock or any Affiliate of such Person or any director or executive officer of the Company or any of its Affiliates (or any relative thereof), on the other hand, that would be required to be disclosed by the Company under Item 404 under Regulation S-

K under the Securities Act and that have not been so disclosed in the Company SEC Documents, other than Ordinary Course of Business employment agreements and similar employee and indemnification arrangements otherwise set forth on the Company Disclosure Schedules.

Section 3.27 Finders or Brokers. The Company has not employed any broker or finder or incurred any liability for any brokerage fees, commissions or finders' fees in connection with the Mergers, except that the Company has engaged BofA Securities, Inc. as the Company's financial advisor, the financial arrangements with which have been disclosed in writing to Parent prior to the date of this Agreement.

Section 3.28 Takeover Laws. Assuming the representations and warranties of Parent and each Merger Sub set forth in Section 4.20 are true and correct, as of the date of this Agreement, the Company Board has approved this Agreement and the transactions contemplated hereby, including the Mergers, and has taken all such other actions necessary or required to render inapplicable to such agreements and transactions the provisions of any potentially applicable takeover laws of any state, including any "fair price," "moratorium," "control share," "interested shareholder" or other form of anti-takeover statute or regulation or any anti-takeover provision in the certificate of incorporation or bylaws of the Company is, and the Company has no rights plan, "poison pill" or similar agreement that is, applicable to this Agreement, the Mergers or the other transactions contemplated hereby. In accordance with Section 13.1-730 of the VSCA, no appraisal or dissenters' rights will be available to the holders of Company Common Stock in connection with the Mergers.

Section 3.29 No Other Representations or Warranties; No Reliance. The Company acknowledges and agrees that, except for the representations and warranties contained in Article 4, none of Parent, either Merger Sub or any other Person acting on behalf of Parent or either Merger Sub has made or makes, and the Company has not relied on, any representation or warranty, whether express or implied, with respect to Parent, either Merger Sub, their respective Subsidiaries or their respective businesses, affairs, assets, liabilities, financial condition, results of operations, future operating or financial results, estimates, projections, forecasts, plans or prospects (including the reasonableness of the assumptions underlying such estimates, projections, forecasts, plans or prospects) or with respect to the accuracy or completeness of any other information provided or made available to the Company or any of its representatives by or on behalf of Parent or either Merger Sub. The Company acknowledges and agrees that none of Parent, either Merger Sub or any other Person acting on behalf of Parent or either Merger Sub has made or makes, and the Company has not relied on, any representation or warranty, whether express or implied, with respect to any projections, forecasts, estimates or budgets made available to the Company or any of its representatives of future revenues, future results of operations (or any component thereof), future cash flows or future financial condition (or any component thereof) of Parent, either Merger Sub, or any of their respective Subsidiaries.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES OF PARENT AND MERGER SUBS

Except as disclosed in the Parent SEC Documents furnished or filed prior to the date of this Agreement (including any documents incorporated by reference therein and excluding any

disclosures set forth in any "risk factors" section or in any "forward-looking statements" section to the extent they are forward-looking statements or cautionary, predictive or forward-looking in nature) or in the disclosure schedules delivered by Parent to the Company concurrently with the execution of this Agreement (the "Parent Disclosure Schedules") (it being agreed that disclosure of any item in any section or subsection of the Parent Disclosure Schedules shall be deemed disclosed with respect to any other section or subsection of this Agreement and the Parent Disclosure Schedules to the extent that the relevance thereof is reasonably apparent on its face), Parent and each Merger Sub jointly and severally represent and warrant to the Company as follows:

Section 4.1 Qualification, Organization, Subsidiaries.

(a) Each of Parent and the Merger Subs is a legal entity duly organized, validly existing and in good standing under the Laws of its respective jurisdiction of incorporation, organization or formation, as applicable. Except as would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect, each of Parent's Subsidiaries is a legal entity duly organized, validly existing and (where such concept is recognized) in good standing under the Laws of its respective jurisdiction of incorporation or organization, as applicable. Each of Parent and the Merger Subs and each of their respective Subsidiaries has all requisite corporate or similar power and authority to own, lease and operate its properties and assets and to carry on its business as presently conducted and is qualified to do business and is in good standing as a foreign corporation in each jurisdiction where the ownership, leasing or operation of its assets or properties or conduct of its business requires such qualification, except, in each case, as would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect. Parent has made available to the Company true, complete and correct copies of Parent and each Merger Sub's Organizational Documents, each as amended prior to the date of this Agreement, and each as made available to the Company is in full force and effect.

(b) All of the outstanding shares of capital stock or voting securities of, or other equity interests in, each of Parent's wholly owned Subsidiaries have been validly issued and are owned by Parent, by another Subsidiary of Parent or by Parent and another Subsidiary of Parent, free and clear of all Liens other than restrictions imposed by applicable securities Laws or the Organizational Documents of any such Subsidiary or any Permitted Liens.

Section 4.2 Capitalization.

(a) The authorized share capital of Parent consists of (i) 1,400,000,000 shares of Parent Common Stock and (ii) 20,000,000 shares of Parent Preferred Stock. As of July 24, 2025, there were (i) 593,039,842 shares of Parent Common Stock issued and outstanding, (ii) 520,131,169 shares of Parent Common Stock held as treasury shares, (iii) no shares of Parent Preferred Stock issued and outstanding, (iv) Parent Options to purchase an aggregate of 2,132,652 shares of Parent Common Stock issued and outstanding, (v) 822,741 shares of Parent Common Stock underlying outstanding Parent Retention Shares, (vi) 87,293 shares of Parent Common Stock underlying outstanding Parent Stock Units, (vii) 310,778 shares of Parent Common Stock underlying outstanding Parent PSUs if performance conditions are satisfied at the target level, (viii) 21,386,614 shares of Parent Common Stock reserved for issuance of new awards under the Parent Share Plans, and (ix) 8,654,762 shares of Parent Common Stock reserved for issuance under the Parent ESPP. All outstanding shares of Parent Common Stock are, and all such shares that may

be issued prior to the First Effective Time will be, when issued, duly authorized and validly issued as fully paid and nonassessable, and are not subject to and were not issued in violation of any preemptive or similar right, purchase option, call or right of first refusal or similar right.

(b) Except as set forth in Section 4.2(a) or as required by the terms of the Parent Benefit Plans, as of the date of this Agreement, (i) Parent does not have any shares of its capital stock issued or outstanding, other than shares of Parent Common Stock that have become outstanding after July 24, 2025, which were reserved for issuance as of July 24, 2025 as set forth in Section 4.2(a), and (ii) there are no outstanding subscriptions, options, warrants, calls, convertible securities or other similar rights, agreements or commitments relating to the issuance of capital stock of Parent or any of Parent's Subsidiaries to which Parent or any of Parent's Subsidiaries is a party obligating Parent or any of Parent's Subsidiaries to (A) issue, transfer or sell any shares of capital stock of Parent or any of Parent's Subsidiaries or securities convertible into, exercisable for or exchangeable for such shares, (B) grant, extend or enter into any such subscription, option, warrant, call, convertible securities or other similar right, agreement or arrangement, or (C) redeem or otherwise acquire any such shares of capital stock.

(c) Neither Parent nor any of its Subsidiaries has outstanding bonds, debentures, notes or other similar obligations, the holders of which have the right to vote (or which are convertible into, exercisable for or exchangeable for securities having the right to vote) with the shareholders of Parent on any matter.

(d) There are no voting trusts or other agreements or understandings to which Parent or any of its Subsidiaries is a party with respect to the voting of shares of Parent Common Stock or other capital stock of Parent or any of Parent's Subsidiaries.

Section 4.3 Corporate Authority Relative to This Agreement; Consents and Approvals; No Violation.

(a) Each of Parent and the Merger Subs has all requisite power and authority to enter into this Agreement and, subject to receipt of the Parent Shareholder Approval, to perform its obligations hereunder and to consummate the transactions contemplated hereby. Except for (i) the Parent Shareholder Approval, (ii) the adoption and approval of this Agreement by Parent, as the sole shareholder of the Merger Subs (which such adoption and approval shall occur immediately following the execution of this Agreement) and (iii) the filing of the First Articles of Merger and the Second Articles of Merger with the SCC, no other proceedings on the part of Parent or either Merger Sub are necessary to authorize the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by Parent and each Merger Sub and, assuming this Agreement constitutes the valid and binding agreement of the Company, this Agreement constitutes the valid and binding agreement of Parent and each Merger Sub, enforceable against each of Parent and each Merger Sub in accordance with its terms, subject to the Enforceability Exceptions.

(b) (i) The Parent Board at a duly called and held meeting has unanimously (A) determined that it is in the best interests of Parent to enter into this Agreement, (B) approved, and declared advisable, the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, including the Mergers, and (C) resolved

to recommend that the holders of shares of Parent Common Stock approve the Parent Share Issuance (the "Parent Recommendation") and directed that such matter be submitted for consideration of the shareholders of Parent at the Parent Shareholder Meeting; (ii) the board of directors of Merger Sub 1 has unanimously (A) determined that it is in the best interests of Merger Sub 1 and its sole shareholder, and declared it advisable, to enter into this Agreement, (B) approved the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, including the Mergers, and (C) resolved to recommend that the sole shareholder of Merger Sub 1 adopt this Agreement and directed that such matter be submitted for consideration of the sole shareholder of Merger Sub 1; and (iii) Parent, in its capacity as the sole member of Merger Sub 2, has unanimously (A) determined that it is in the best interests of Merger Sub 2 and its sole member, and declared it advisable, to enter into this Agreement, (B) approved the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, including the Mergers, and (C) adopted this Agreement.

(c) The execution, delivery and performance by Parent and each Merger Sub of this Agreement and the consummation of the Mergers and the other transactions contemplated hereby by Parent and each Merger Sub do not and will not require Parent, either Merger Sub or any of their Subsidiaries to procure, make or provide prior to the Closing Date any consent, approval, authorization or permit of, action by, filing with or notification to any Governmental Entity, other than (i) the filing of the First Articles of Merger and the Second Articles of Merger with the SCC, and the issuance of the First Certificate of Merger and the Second Certificate of Merger by the SCC, (ii) the STB Approval, (iii) authorizations from, or such other actions as are required to be made with or obtained from the FCC, (iv) compliance with any applicable requirements of any applicable Antitrust Laws, (v) the CNA Approval, (vi) compliance with the applicable requirements of the Securities Act and the Exchange Act, including the filing with the SEC of the Registration Statement (including the Proxy Statement/Prospectus), (vii) compliance with the rules and regulations of the NYSE, (viii) compliance with any applicable foreign or state securities or blue sky laws and (ix) the other consents and/or notices set forth on Section 4.3(c) of the Parent Disclosure Schedules (clauses (i) through (ix), collectively, the "Parent Approvals"), and other than any consent, approval, authorization, permit, action, filing or notification the failure of which to make or obtain would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect.

(d) Assuming compliance with the matters referenced in Section 4.3(c) and receipt of the Parent Approvals and the Parent Shareholder Approval, the execution, delivery and performance by Parent and each Merger Sub of this Agreement and the consummation by Parent and each Merger Sub of the Mergers and the other transactions contemplated hereby, do not and will not (i) contravene or conflict with the Organizational Documents of Parent or any of its Subsidiaries, (ii) contravene or conflict with or constitute a violation of any provision of any Law binding on or applicable to Parent or any of its Subsidiaries or any of their respective properties or assets, or (iii) result in any violation of, or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of any obligation or to the loss of a benefit or payment of penalty under or the creation of a Lien on any of the assets of Parent or any of its Subsidiaries pursuant to any Contract, instrument, permit, concession, franchise, right or license binding on Parent or any of its Subsidiaries, other than, in the case of clauses (ii) and (iii), any such contravention, conflict, violation, default, termination, cancellation, acceleration,

right, loss, penalty or Lien that would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect.

Section 4.4 Reports and Financial Statements.

(a) Parent has filed or furnished, on a timely basis, all forms, statements, certifications, documents and reports required to be filed or furnished by it with the SEC pursuant to the Exchange Act or the Securities Act since December 31, 2022 (the forms, statements, certifications, documents and reports so filed or furnished by Parent and those filed or furnished to the SEC subsequent to the date of this Agreement, including any amendments thereto, the "Parent SEC Documents"), each of which, in each case as of its date, or, if amended, as finally amended prior to the date of this Agreement, complied, or if not yet filed or furnished, will comply, in all material respects with the applicable requirements of the Securities Act, the Exchange Act, and the Sarbanes-Oxley Act, as the case may be, and no Parent SEC Document as of its date (or, if amended or superseded by a filing prior to the date of this Agreement, as of the date of such amended or superseding filing) contained, and no Parent SEC Documents filed with or furnished to the SEC subsequent to the date of this Agreement will contain, any untrue statement of a material fact or omitted or will omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

(b) Parent is in compliance in all material respects with the applicable listing and corporate governance rules and regulations of the NYSE. Except as permitted by the Exchange Act, including Sections 13(k)(2) and 13(k)(3) thereunder, or the rules and regulations promulgated by the SEC, since December 31, 2022, neither Parent nor any of its Affiliates has made, arranged or modified (in any material way) any extensions of credit in the form of a personal loan to any executive officer or director of Parent.

(c) The consolidated financial statements (including all related notes and schedules) of Parent included in the Parent SEC Documents (or, if any such Parent SEC Document is amended or superseded by a filing prior to the date of this Agreement, such amended or superseding Parent SEC Document) fairly presented in all material respects the consolidated financial position of Parent and its consolidated Subsidiaries, as at the respective dates thereof, and the consolidated results of their operations and their consolidated cash flows for the respective periods then ended (subject, in the case of the unaudited statements, to normal year-end audit adjustments and to any other adjustments described therein, including the notes thereto) and were prepared in all material respects in conformity with GAAP (except, in the case of the unaudited financial statements, as permitted by the SEC) applied on a consistent basis during the periods involved (except as may be indicated therein or in the notes thereto).

Section 4.5 Internal Controls and Procedures.

(a) Parent has established and maintains disclosure controls and procedures as required by Rule 13a-15 or 15d-15 under the Exchange Act. Such disclosure controls and procedures are effective in providing reasonable assurance that all information required to be disclosed by Parent is recorded and reported on a timely basis to the individuals responsible for the preparation of Parent's filings with the SEC and other public disclosure documents.

(b) Parent maintains a system of internal controls over financial reporting (as defined in Rule 13a-15 or 15d-15 under the Exchange Act) that is effective in providing reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP and includes policies and procedures that (i) pertain to the maintenance of records that in reasonable detail accurately and fairly reflect the transactions and dispositions of the assets of Parent in all material respects, (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with GAAP and to maintain accountability for assets, that access to assets is permitted only in accordance with authorizations of management and directors of Parent and that receipts and expenditures of Parent are being made only in accordance with authorizations of management and directors of Parent, and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of Parent's assets that could have a material effect on its financial statements. The records, systems, controls, data and information of Parent and its Subsidiaries that are used in the systems of disclosure controls and procedures and of financial reporting controls and procedures described above are recorded, stored, maintained and operated under means that are under the exclusive ownership and direct control of Parent or a wholly owned Subsidiary of Parent or its accountants, except as would not reasonably be expected to adversely affect or disrupt, in any material respect, the Company's systems of disclosure controls and procedures and of financial reporting controls and procedures or the reports generated thereby.

(c) Parent's management has completed an assessment of the effectiveness of Parent's internal controls over financial reporting pursuant to Section 404 of the Sarbanes-Oxley Act for the year ended December 31, 2024, and such assessment concluded that such controls were effective. Parent has disclosed, based on its most recent evaluation of its internal controls prior to the date of this Agreement, to Parent's auditors and the audit committee of the Parent Board, (i) any significant deficiencies and material weaknesses in the design or operation of internal controls over financial reporting that are reasonably likely to adversely affect Parent's ability to record, process, summarize and report financial information and (ii) any fraud, whether or not material, that involves management or other employees who have a significant role in internal control over financial reporting. As of the date of its most recent audited financial statements, neither Parent nor its auditors had identified any significant deficiencies or material weaknesses in its internal controls over financial reporting and, as of the date of this Agreement, to the Knowledge of Parent, nothing has come to its attention that has caused it to believe that there are any material weaknesses or significant deficiencies in such internal controls. To the Knowledge of Parent, since December 31, 2022, no material complaints from any source regarding accounting, internal accounting controls or auditing matters, and no concerns from Parent employees regarding questionable accounting or auditing matters, have been received by Parent. To the Knowledge of Parent, since December 31, 2022, no attorney representing Parent or any of its Subsidiaries, whether or not employed by Parent or any of its Subsidiaries, has reported evidence of a violation of securities Laws, breach of fiduciary duty or similar violation by Parent or any of its officers, directors, employees or agents to Parent's chief legal officer, audit committee (or other committee designated for the purpose) of the Parent Board pursuant to the rules adopted pursuant to Section 307 of the Sarbanes-Oxley Act or any Parent policy contemplating such reporting, including in instances not required by those rules.

Section 4.6 No Undisclosed Liabilities. Except (a) as disclosed, reflected or reserved against in the audited consolidated balance sheet of Parent and its Subsidiaries as of December 31, 2024, and the footnotes to such consolidated balance sheet, in each case set forth in Parent's report on Form 10-K for the fiscal year ended December 31, 2024, (b) as expressly permitted or contemplated by this Agreement, (c) for liabilities or obligations that have been discharged or paid in full, (d) for liabilities arising in connection with obligations under any existing Contract (except to the extent such liabilities arose or resulted from a breach or a default of or under such Contract), (e) for liabilities and obligations incurred in the Ordinary Course of Business since December 31, 2024 (the "Parent Balance Sheet Date"), or (f) as would not have, individually or in the aggregate, a Parent Material Adverse Effect, neither Parent nor any Subsidiary of Parent has any liabilities or obligations, whether or not accrued, contingent or otherwise.

Section 4.7 Compliance with Law; Permits.

(a) Parent and its Subsidiaries have been, since December 31, 2022, in compliance with and not in default under or in violation of any Law applicable to Parent and its Subsidiaries, except where such non-compliance, default or violation would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect.

(b) Parent and its Subsidiaries are in possession of all Permits necessary for Parent and Parent's Subsidiaries to own, lease and operate their properties and assets or to carry on their businesses as they are now being conducted (such Permits, the "Parent Permits"), except where the failure to have any of the Parent Permits would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect. All Parent Permits are in full force and effect and are not subject to any administrative or judicial proceeding that would reasonably be expected to result in modification, termination or revocation thereof, and Parent and each of its Subsidiaries is in compliance with the terms and requirements of such Parent Permit, except where the failure to be in full force and effect or in compliance or where such proceeding would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect.

(c) Neither Parent nor any of its Subsidiaries has received any written notice that Parent or its Subsidiaries is in violation of any Law applicable to Parent or any of its Subsidiaries or any Permit, except for such violations that would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect. There are no Actions pending, threatened in writing or, to the Knowledge of Parent, otherwise threatened, that would reasonably be expected to result in the revocation, withdrawal, suspension, non-renewal, termination, revocation, or adverse modification or limitation of any such Permit, except as would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect.

Section 4.8 Environmental Laws and Regulations. Except as would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect: (i) Parent and its Subsidiaries are and, except for matters which have been resolved, have been in compliance with all applicable Environmental Laws; (ii) neither Parent nor any of its Subsidiaries has received any written notices, demand letters or written requests for information from any Governmental Entity alleging that Parent or any of its Subsidiaries is in violation of or has liability under any

Environmental Law and there are no legal, administrative, arbitral or other proceedings, claims or actions pending, or to the Knowledge of Parent threatened, against Parent or any of its Subsidiaries alleging any violation of or liability relating to any Environmental Law, in each case other than with respect to matters that have been resolved; (iii) there has been no treatment, storage or release of any Hazardous Substance in violation of or as could reasonably be expected to result in liability under any applicable Environmental Law; and (iv) neither Parent nor any Subsidiary is subject to any agreement, order, judgment, or decree by or with any Governmental Entity or other third party imposing any liability or obligation relating to any Environmental Law.

Section 4.9 Employee Benefit Plans.

(a) Parent has made available to the Company, with respect to each material Parent Benefit Plan, each writing constituting a part of such Parent Benefit Plan, including all amendments thereto.

(b) Except as would not have, individually or in the aggregate, a Parent Material Adverse Effect: (i) each Parent Benefit Plan (including any related trusts) has been maintained and administered in compliance with its terms and with applicable Law, including ERISA and the Code to the extent applicable thereto; (ii) each Parent Benefit Plan intended to be "qualified" within the meaning of Section 401(a) of the Code has received a favorable determination letter from the Internal Revenue Service or is entitled to rely on a favorable opinion issued by the Internal Revenue Service; (iii) no employee benefit plan of Parent or its Subsidiaries is a Multiemployer Plan or a plan subject to Title IV of ERISA that has two (2) or more contributing sponsors, at least two (2) of whom are not under common control; (iv) all contributions or other amounts payable by Parent or any of its Subsidiaries with respect to each Parent Benefit Plan in respect of current or prior plan years have been paid or accrued in accordance with GAAP; and (v) there are no pending, threatened or, to the Knowledge of Parent, anticipated claims (other than claims for benefits in accordance with the terms of the Parent Benefit Plans) by, on behalf of or against any of the Parent Benefit Plans or any trusts related thereto.

(c) With respect to any Multiemployer Plan contributed to by Parent or any ERISA Affiliate, neither Parent nor any ERISA Affiliate has incurred any withdrawal liability under Title IV of ERISA which remains unsatisfied as to an amount that would reasonably be expected to result in, individually or in the aggregate, material liability to Parent and its Subsidiaries, taken as a whole.

(d) Except as provided in this Agreement or required by applicable Law, the consummation of the transactions contemplated by this Agreement will not, either alone or in combination with another event, (i) entitle any current or former employee, director or other individual service provider of Parent or any of its Subsidiaries to severance pay, or any other payment from Parent or its Subsidiaries, (ii) accelerate the time of payment or vesting, or increase the amount of, compensation due to any such employee, director or other individual service provider, (iii) directly or indirectly cause Parent or its Subsidiaries to transfer or set aside any assets to fund any payments or benefits under any Parent Benefit Plan or (iv) limit or restrict the right to merge, materially amend, terminate or transfer the assets of any Parent Benefit Plan on or following the First Effective Time.

(e) The execution and delivery of this Agreement, shareholder or other approval of this Agreement or the consummation of the transactions contemplated by this Agreement would not, either alone or in combination with another event, result in the payment of any "excess parachute payment" as defined Section 280G(b)(1) of the Code.

(f) Parent is not a party to nor does it have any obligation under any Parent Benefit Plan to compensate, indemnify or reimburse any person for excise Taxes payable pursuant to Section 4999 of the Code or for additional Taxes payable pursuant to Section 409A of the Code.

Section 4.10 Labor Matters.

(a) Parent and its Subsidiaries are in compliance with their obligations pursuant to all notification and bargaining obligations arising under any Parent Labor Agreements, except as would not have, individually or in the aggregate, a Parent Material Adverse Effect.

(b) Except as would not reasonably be expected to result in, individually or in the aggregate, material liability to Parent and its Subsidiaries, taken as a whole, as of the date of this Agreement, (i) there are no strikes or lockouts with respect to any employees of Parent or any of its Subsidiaries; (ii) to the Knowledge of Parent, there is no union organizing effort pending or threatened against Parent or any of its Subsidiaries; (iii) there is no labor dispute or labor arbitration proceeding pending or, to the Knowledge of Parent, threatened against Parent or any of its Subsidiaries (other than, in each case, routine grievances, including those brought by unions or other collectively represented employees, to be heard by the applicable Governmental Entity); and (iv) there is no slowdown, or work stoppage in effect or, to the Knowledge of Parent, threatened with respect to employees of Parent or any of its Subsidiaries.

(c) Except as would not have, individually or in the aggregate, a Parent Material Adverse Effect, since December 31, 2022, Parent and its Subsidiaries have complied with all applicable Laws with respect to employment and employment practices (including all applicable Laws, rules and regulations regarding wage and hour requirements, employee and worker classification, immigration status, discrimination in employment, harassment, employee health and safety, and collective bargaining).

(d) The consent or consultation of, or the rendering of formal advice by, any labor or trade union, works council or similar organization is not required for Parent to enter into this Agreement or to consummate any of the transactions contemplated hereby other than any consent, consultation or formal advice, the failure of which to obtain or, in the case of consultation, engage in, would not delay or prevent the consummation of the transactions contemplated by this Agreement or otherwise reasonably be expected to result in, individually or in the aggregate, material liability to Parent and its Subsidiaries, taken as a whole as of the date of this Agreement.

Section 4.11 Absence of Certain Changes or Events.

(a) Since the Parent Balance Sheet Date through the date of this Agreement, there has not been any event, change, occurrence or development that has had or would reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect.

(b) From the Parent Balance Sheet Date through the date of this Agreement, Parent and its Subsidiaries have conducted their respective businesses in all material respects in the Ordinary Course of Business.

Section 4.12 Investigations; Litigation. Except as would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect, as of the date of this Agreement, (a) to the Knowledge of Parent, there is no investigation or review pending or threatened by any Governmental Entity with respect to Parent or any of its Subsidiaries; and (b) there are no Actions pending (or, to the Knowledge of Parent, threatened) against or affecting Parent or any of Parent's Subsidiaries or any of their respective assets or properties at law or in equity before, and there are no Orders of any Governmental Entity against or affecting Parent or any of Parent's Subsidiaries or any of their respective assets or properties.

Section 4.13 Parent Information. The information supplied or to be supplied by Parent for inclusion in the (i) Proxy Statement/Prospectus or (ii) the Registration Statement will not, (x) at the time the Proxy Statement/Prospectus is first mailed to each of the Company's shareholders and Parent's shareholders, (y) at the time of each of the Company Shareholder Meeting and the Parent Shareholder Meeting (or, in each case, any adjournment or postponement thereof), or (z) at the time the Registration Statement (and any amendment or supplement thereto) is filed with the SEC or declared effective, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading; provided that no representation or warranty is made by Parent with respect to statements made therein based on information supplied by the Company for inclusion or incorporation by reference therein.

Section 4.14 Tax Matters.

(a) Except as would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect:

(i) Parent and each of its Subsidiaries have timely filed all Tax Returns required to be filed (taking into account any extensions of time within which to file such Tax Returns), and all such filed Tax Returns were complete and correct, and Parent and each of its Subsidiaries have paid all Taxes, whether or not shown to be due on such Tax Returns, or have established an adequate reserve therefor in accordance with GAAP;

(ii) there are no current audits, examinations or other proceedings pending, or to Parent's Knowledge, threatened in respect of any Taxes of Parent or any of its Subsidiaries;

(iii) none of Parent or any of its Subsidiaries has granted any extension or waiver of the limitation period applicable to the assessment or collection of any Tax;

(iv) there are no Liens for Taxes upon any property or assets of Parent or any of its Subsidiaries, except for Permitted Liens;

(v) none of Parent or any of its Subsidiaries (i) is or has been a member of an affiliated, consolidated, combined, unitary or similar group for purposes of filing Tax

Returns or paying Taxes (other than a group the common parent of which is or was Parent or any of its Subsidiaries), (ii) is party to any Tax sharing, Tax allocation or Tax indemnity agreement or similar contract or arrangement, in each case with any third party (other than customary Tax indemnification provisions in commercial agreements or arrangements, in each case not primarily relating to Taxes, or any agreement solely between or among Parent or any of its Subsidiaries) or (iii) has any liability for Taxes of any Person (other than Parent or any of its Subsidiaries) arising from the application of Treasury Regulations Section 1.1502-6 or any analogous provision of applicable state, local or foreign Law or as a transferee or successor;

(vi) none of Parent or any of its Subsidiaries has participated in any "listed transaction" within the meaning of Section 6011 of the Code and the regulations thereunder; and

(vii) in the last three (3) years, none of Parent or any of its Subsidiaries has distributed stock of another Person or has had its stock distributed by another Person in a transaction that was purported or intended to be governed in whole or in part by Section 355 of the Code.

(b) As of the date hereof, none of Parent or any of its Subsidiaries has taken or agreed to take any action or knows of the existence of any fact or circumstance that could reasonably be expected to prevent or impede the Mergers, taken together, from qualifying as a "reorganization" within the meaning of Section 368(a) of the Code.

Section 4.15 Opinion of Financial Advisor. The Parent Board has received the opinion of each of Morgan Stanley & Co. LLC and Wells Fargo Securities, LLC to the effect that, as of the date of such opinion and based upon and subject to the assumptions, limitations, qualifications and other matters set forth therein, the Merger Consideration to be paid to the holders of Company Common Stock in the First Merger pursuant to this Agreement is fair, from a financial point of view, to Parent.

Section 4.16 Financing.

(a) Parent will have available to it at the Closing cash in an amount sufficient for the satisfaction of all of Parent's obligations under this Agreement, including the payment of the Cash Consideration and any fees and expenses of or payable by Parent or Merger Subs or Parent's other Affiliates on the Closing Date, and for any repayment or refinancing on the Closing Date of any outstanding indebtedness of the Company and/or its Subsidiaries contemplated by, or undertaken in connection with the transactions described in, this Agreement (such amounts, collectively, the "Financing Amounts").

(b) Parent and Merger Subs expressly acknowledge and agree that their obligations under this Agreement to consummate the Mergers or any of the other transactions contemplated by this Agreement, are not subject to, or conditioned on, the receipt or availability of any funds or the Debt Financing.

Section 4.17 Capitalization of Merger Subs. The authorized capital stock of Merger Sub 1 consists of 1,000 shares of common stock, no par value, all of which are validly issued and

outstanding. All of the issued and outstanding equity interests of Merger Sub 2 is as of the date of this Agreement, and at all times through the Second Effective Time will be, owned directly by Parent; and all of the issued and outstanding capital stock of Merger Sub 1 is as of the date of this Agreement, and at all times until immediately prior to the First Effective Time will be, owned directly by Parent. There is no outstanding option, warrant, right or any other agreement pursuant to which any Person other than Parent may acquire any equity securities of either Merger Sub. Neither Merger Sub has conducted any business prior to the date of this Agreement, and prior to the First Effective Time (in the case of Merger Sub 1) or the Second Effective Time (in the case of Merger Sub 2) will have, any assets, liabilities or obligations of any nature other than those incident to its formation and pursuant to this Agreement and the Mergers and the other transactions contemplated by this Agreement.

Section 4.18 Required Vote of Parent Shareholders. The affirmative vote of a majority of the votes cast by the holders of outstanding shares of Parent Common Stock represented in person or by proxy and entitled to vote on such matter in favor of the approval of the Parent Share Issuance at the Parent Shareholder Meeting, or any adjournment or postponement thereof, in accordance with the rules and policies of the NYSE (the "Parent Shareholder Approval") is the only vote of holders of securities of Parent that is required to approve this Agreement and the transactions contemplated hereby, including the Mergers.

Section 4.19 Finders or Brokers. Parent has not employed any broker or finder or incurred any liability for any brokerage fees, commissions or finders' fees in connection with the Mergers, except that Parent has engaged Morgan Stanley & Co. LLC and Wells Fargo Securities, LLC as its financial advisors.

Section 4.20 Ownership of Common Stock. None of Parent, either Merger Sub or any of their respective Subsidiaries or Affiliates beneficially owns, directly or indirectly (including pursuant to a derivatives contract), any shares of Company Common Stock or other securities convertible into, exchangeable for or exercisable for shares of Company Common Stock or any securities of any Subsidiary of the Company, and none of Parent, either Merger Sub or any of their respective Subsidiaries or Affiliates has any rights to acquire, directly or indirectly, any shares of Company Common Stock, except pursuant to this Agreement.

Section 4.21 No Other Representations or Warranties; No Reliance. Each of Parent and the Merger Subs acknowledges and agrees that, except for the representations and warranties contained in Article 3, none of the Company or any other Person acting on behalf of the Company has made or makes, and neither Parent nor either Merger Sub has relied on, any representation or warranty, whether express or implied, with respect to the Company, its Subsidiaries or their respective businesses, affairs, assets, liabilities, financial condition, results of operations, future operating or financial results, estimates, projections, forecasts, plans or prospects (including the reasonableness of the assumptions underlying such estimates, projections, forecasts, plans or prospects) or with respect to the accuracy or completeness of any other information provided or made available to Parent, either Merger Sub or any of their respective representatives by or on behalf of the Company. Each of Parent and the Merger Subs acknowledges and agrees that neither the Company nor any other Person acting on behalf of the Company has made or makes, and neither Parent nor either Merger Sub has relied on, any representation or warranty, whether express or implied, with respect to any projections, forecasts, estimates or budgets made available to

Parent, either Merger Sub or any of their respective representatives of future revenues, future results of operations (or any component thereof), future cash flows or future financial condition (or any component thereof) of the Company or any of its Subsidiaries. Each of Parent and the Merger Subs acknowledges and agrees that neither the Company nor any other Person acting on behalf of the Company has made or makes, and neither Parent nor either Merger Sub has relied on, any representation or warranty, whether express or implied, with respect to the Company.

ARTICLE 5

COVENANTS AND AGREEMENTS

Section 5.1 Conduct of Business by the Company.

(a) From and after the date of this Agreement and prior to earlier of the First Effective Time and the date, if any, on which this Agreement is earlier terminated pursuant to Section 7.1 (the "Termination Date"), except (i) as may be required by applicable Law, (ii) as may be agreed in writing by Parent (which consent shall not be unreasonably withheld, delayed or conditioned), (iii) as may be expressly permitted or required by this Agreement, (iv) if, within the first seventy-two (72) hours immediately following the occurrence of an Emergency, and following consultation with Parent (if practicable under the circumstances), (A) action is taken (or omitted), in each case, in a reasonably prudent manner, in response to such an Emergency (provided that the Company shall have reasonably consulted with Parent throughout such period), and (B) such action (or omission to act) is not reasonably expected to result in or give rise to costs, expenses, fines, losses, damages or liabilities (collectively, "Losses") in an amount equal to or greater than as set forth on Section 5.1(a) of the Company Disclosure Schedules (the "Emergency Expense Threshold"), or (v) as set forth in Section 5.1(a) of the Company Disclosure Schedules, the Company shall, and shall cause its Subsidiaries to, use its reasonable best efforts to conduct its business in the Ordinary Course of Business, and use its commercially reasonable efforts to preserve intact its business organization and maintain existing relationships and goodwill with Governmental Entities, customers, suppliers, licensors, licensees, creditors, lessors, distributors, employees, contractors and business associates; provided, that no action by the Company or its Subsidiaries with respect to matters specifically addressed by any provision of Section 5.1(b) shall be deemed a breach of this sentence unless such action would constitute a breach of such other provision; provided further that, with respect to foregoing clause (iv), any such action or omission to act that is reasonably expected to result in or give rise to Losses equal to or in excess of the Emergency Expense Threshold shall require the prior written consent by Parent in accordance with this Section 5.1 unless such action or omission is otherwise permitted under this Section 5.1.

(b) Without limiting the generality of, and in furtherance of, the foregoing, from and after the date of this Agreement and prior to the earlier of the First Effective Time and the Termination Date, except (1) as may be required by applicable Law, (2) as may be agreed in writing by Parent (which consent shall not be unreasonably withheld, delayed or conditioned), (3) as may be expressly permitted or required by this Agreement, (4) if, within the first seventy-two (72) hours immediately following the occurrence of an Emergency, and following consultation with Parent (if practicable under the circumstances), (A) action is taken (or omitted), in each case, in a reasonably prudent manner, in response to such an Emergency (provided that the Company shall have reasonably consulted with Parent throughout such period), and (B) such action (or omission

to act) is not reasonably expected to result in or give rise to Losses in an amount equal to or greater than the Emergency Expense Threshold; provided that, with respect to foregoing clause (4), any such action or omission to act that is reasonably expected to result in or give rise to Losses equal to or greater than the Emergency Expense Threshold shall require the prior written consent by Parent in accordance with this Section 5.1 unless such action or omission is otherwise permitted under this Section 5.1; or (5) as set forth in Section 5.1(b) of the Company Disclosure Schedules, the Company:

(i) shall not, and shall not permit any of its Subsidiaries that is not wholly owned to, authorize or pay any dividends on or make any distribution with respect to its outstanding shares of capital stock (whether in cash, assets, stock or other securities of the Company or its Subsidiaries), except (A) quarterly cash dividends paid by the Company on the outstanding shares of Company Common Stock and outstanding Company Equity Awards in the Ordinary Course of Business, in each case subject to the limitations set forth on Section 5.1(b)(i) of the Company Disclosure Schedules, appropriately adjusted to reflect any stock dividends, subdivisions, splits, combinations or other similar events relating to the shares of Company Common Stock, (B) dividends and distributions paid by Subsidiaries of the Company to the Company, or to any of the Company's other wholly owned Subsidiaries and (C) dividends or distributions required by the Organizational Documents of any Subsidiary or joint venture of the Company;

(ii) shall not, and shall not permit any of its Subsidiaries to, split, combine or reclassify any of its capital stock or issue or authorize or propose the issuance of any other securities in respect of, in lieu of or in substitution for shares of its capital stock, except (a) as may be permitted by Section 5.1(b)(vii) or (b) for any such transaction by a wholly owned Subsidiary of the Company that remains a wholly owned Subsidiary after consummation of such transaction;

(iii) shall not, and shall not permit any of its Subsidiaries to (A) hire any employee at the level of vice president or above or engage any independent contractor (who is a natural person) with a total annual compensation of more than $500,000 or (B) terminate the employment of any employee of the Company or any of its Subsidiaries at the level of vice president or above (other than for cause);

(iv) except as required pursuant to the terms of any Company Benefit Plan as in effect as of the date of this Agreement or as required pursuant to any Company Labor Agreement, shall not, and shall not permit any of its Subsidiaries to (A) grant (or promise to grant) any transaction, change in control or retention bonuses or any right to receive any transaction, change in control, retention or severance or similar compensation or benefits or increases therein, (B) grant any Company Equity Awards or other equity or long-term incentive compensation awards, (C) increase the compensation or other benefits payable or provided to any current or former director, employee or other individual service provider, (D) establish, adopt, enter into, amend or terminate any Company Benefit Plan, (E) accelerate the vesting or payment of any compensation or benefits of any current or former officer, director, employee or other individual service provider or (F) provide any funding for any rabbi trust or similar arrangement, or take any other action to fund or secure the payment of any compensation or benefit;

(v) shall not, and shall not permit any of its Subsidiaries to, materially change financial accounting policies or procedures or any of its methods of reporting income, deductions or other material items for financial accounting purposes, except as required by GAAP or applicable Law;

(vi) shall not adopt any amendments to the Organizational Documents of the Company or any of its Significant Subsidiaries (other than amendments solely to effect ministerial changes to such documents);

(vii) except for transactions among the Company and its wholly owned Subsidiaries or among the Company's wholly owned Subsidiaries, shall not, and shall not permit any of its Subsidiaries to, issue, sell, pledge, dispose of or encumber, or authorize the issuance, sale, pledge, disposition or encumbrance of, any shares of its capital stock or other ownership interests in any Subsidiaries of the Company or any securities convertible into, exercisable for or exchangeable for any such shares or ownership interests or take any action to cause to be vested any otherwise unvested Company Equity Award (except as otherwise provided by the terms of this Agreement or the express terms of any such Company Equity Award), other than (A) issuances of shares of Company Common Stock in respect of any exercise of or settlement of Company Equity Awards outstanding on the date of this Agreement or as may be granted after the date of this Agreement as permitted under this Section 5.1(b), or (B) pursuant to existing agreements in effect prior to the execution of this Agreement (or refinancings thereof permitted pursuant to Section 5.1(b)(ix)(D));

(viii) except for transactions among the Company and its Subsidiaries or among the Company's wholly owned Subsidiaries, shall not, and shall not permit any of its Subsidiaries to, purchase, redeem or otherwise acquire any shares of its capital stock or any rights, warrants or options to acquire any such shares, other than the acquisition of shares of Company Common Stock from a holder of Company Equity Awards in satisfaction of withholding obligations or in payment of the exercise price;

(ix) shall not, and shall not permit any of its Subsidiaries to, incur, assume, or guarantee, any indebtedness for borrowed money, except for (A) any borrowings in the Ordinary Course of Business that do not exceed $100 million, (B) any indebtedness among the Company and its wholly owned Subsidiaries or among the Company's wholly owned Subsidiaries, (C) any indebtedness incurred to replace, renew, extend, refinance or refund any existing indebtedness of the Company or its Subsidiaries (including indebtedness incurred to repay or refinance related fees, expenses, premiums and accrued interest), in each case, without increases to the outstanding principal amount of the initial indebtedness (other than as a result of the reasonable costs and expenses in connection with such replacement, renewal, extension, refinancing or refunding), (D) guarantees or credit support provided by the Company or any of its Subsidiaries for indebtedness of the Company or any of its wholly owned Subsidiaries to the extent such indebtedness, is (1) in existence on the date of this Agreement or (2) incurred in compliance with this Section 5.1(b)(ix) and, (E) indebtedness incurred pursuant to the Company Existing Indebtedness (or any replacements, renewals, extensions, or refinancings thereof; provided that such replacement, renewal, extension or refinancing does not increase the

initial principal amount of such indebtedness, other than as a result of the reasonable costs and expenses in connection with such replacement, renewal, extension or refinancing);

(x) shall not, and shall not permit any of its Subsidiaries to make any loans, advances, guarantees or capital contributions to or investments in any Person (other than between the Company or any of its wholly owned Subsidiaries, on the one hand, and any of the Company's wholly owned Subsidiaries, on the other hand) outside the Ordinary Course of Business in excess of $25 million individually or $50 million in the aggregate in any calendar year, except in each case as required under the Organizational Documents of any Subsidiary or joint venture;

(xi) shall not, and shall not permit any of its Subsidiaries to, sell, lease, license, transfer, exchange or swap, or subject to any Lien (other than Permitted Liens), or otherwise dispose of, any material portion of its businesses, properties or assets, including the capital stock of its Subsidiaries but excluding Intellectual Property, other than in the Ordinary Course of Business and except (A) pursuant to existing agreements in effect prior to the execution of this Agreement (or refinancings thereof permitted pursuant to Section 5.1(b)(ix)(B)), (B) transactions among the Company and its Subsidiaries or among the Company's Subsidiaries,or (C) for consideration not in excess of $50 million individually or $100 million in the aggregate in any calendar year;

(xii) shall not, and shall not permit any of its Subsidiaries to, in each case, outside of the Ordinary Course of Business, (A) amend or modify in any material respect, or terminate (where the determination is unilateral by the Company or its Subsidiary) any Company Material Contract (other than (x) amendments or modifications that are not adverse to the Company and its Subsidiaries in any material respect, (y) terminations upon the expiration of the term thereof in accordance with the terms thereof or (z) in connection with actions expressly permitted under Section 5.1(b)(ix) or Section 5.1(b) of the Company Disclosure Schedules) or waive, release or assign any material rights, claims or benefits under any Company Material Contract, (B) enter into any Contract that would have been a Company Material Contract had it been entered into prior to the date of this Agreement, or renew or extend any Company Material Contract (other than in connection with actions expressly permitted under Section 5.1(b)(ix) or Section 5.1(b) of the Company Disclosure Schedules) (provided, for purposes of this Section 5.1(b), the definition of "Company Material Contract" shall be modified such that clause (xi) thereof only refers to any such Contract with a Company Top Customer or Company Top Supplier which Contract is material;

(xiii) shall not, and shall not permit any of its Subsidiaries to, acquire assets outside the Ordinary Course of Business (other than pursuant to any capital expenditures permitted by Section 5.1(b)(xv)) from any other Person with a fair market value or purchase price in excess of $50 million individually or $100 million in the aggregate (in any calendar year) in any transaction or series of related transactions, in each case, including any amounts or value reasonably expected to be paid in connection with a future earn-out, purchase price adjustment, release of "holdback" or similar contingent payment obligation, other than acquisitions of inventory or other goods in the Ordinary Course of Business;

(xiv) shall not, and shall not permit any of its Subsidiaries to, voluntarily settle, pay, discharge or satisfy any Action, or enter into any consent decree: (A) other than any Action that involves the payment of an amount not in excess of $25 million, individually, or $40 million in the aggregate arising from a single or series of related Actions, over the amount reflected or reserved against in the balance sheet (or the notes thereto) included in the Company SEC Documents relating to such Action or series of related Actions, or (B) that would result in (x) the imposition of any Order that would restrict the future activity or conduct of the Company or any of its Subsidiaries (excluding, for the avoidance of doubt, releases of claims, confidentiality and other immaterial obligations customarily included in monetary settlements) or (y) a finding or admission of a violation of Law;

(xv) shall (A) not, and shall not permit any of its Subsidiaries to, make or authorize any capital expenditures other than in the Ordinary Course of Business and in the aggregate not in excess of 10% of the amounts reflected in the Company's capital expenditure budget set forth on Section 5.1(b)(xv) of the Company Disclosure Schedules and (B) and shall cause its Subsidiaries to, use reasonable best efforts to make the capital expenditures as set forth on Section 5.1(b)(xv) of the Company Disclosure Schedules;

(xvi) shall not, and shall not permit any of its Subsidiaries to terminate or intentionally permit any material Company Permit to lapse, other than in accordance with the terms and regular expiration thereof, or fail to apply on a timely basis for any renewal of any renewable material Company Permit (excluding, in each case, any Company Permit that the Company, in its reasonable judgment, no longer believes to be material or necessary to the conduct of its businesses);

(xvii) shall not, and shall not permit any of its Subsidiaries to, adopt or enter into a plan of complete or partial liquidation, dissolution, restructuring, recapitalization or other reorganization of the Company or any of its Subsidiaries;

(xviii) shall not, and shall not permit any of its Subsidiaries to, enter into any material new line of business that is not either reasonably related to the existing business lines of the Company and its Subsidiaries or consistent with business lines into which similarly situated railroad companies have entered;

(xix) shall not (A) make (other than in the Ordinary Course of Business), change or revoke any material Tax election, (B) change any material method of Tax accounting or Tax accounting period, (C) file any materially amended material Tax Return, (D) settle or compromise any material Tax proceeding for an amount materially in excess of the amount reflected or reserved against in the balance sheet (or the notes thereto) included in the Company SEC Documents relating thereto or enter into any closing agreement within the meaning of Section 7121 of the Code (or any similar provision of state, local or non-U.S. Law) relating to any material Tax, (E) surrender any right to claim a material Tax refund or (F) agree to an extension or waiver of the statute of limitations with respect to the assessment of any material Tax without notifying Parent in writing reasonably promptly after entering into any such agreement;

(xx) shall not, and shall not permit any of its Subsidiaries to terminate or fail to exercise renewal rights with respect to any insurance policies of the Company and its Subsidiaries in a manner that would (after taking into account any replacement insurance policies) materially and adversely affect the overall insurance coverage of the Company and its Subsidiaries, taken as a whole;

(xxi) shall not, and shall not permit any of its Subsidiaries to sell, assign, transfer, license, mortgage, pledge, divest, or grant any Lien on any Company Intellectual Property material to the business of the Company and its Subsidiaries, taken as a whole, except for (A) non-exclusive licenses of Company Intellectual Property granted in the Ordinary Course of Business or that otherwise do not materially affect the operation of the Company's and its Subsidiaries' businesses and (B) Permitted Liens;

(xxii) shall not, and shall not permit any of its Subsidiaries to abandon or otherwise allow to lapse or expire any Registered Company Intellectual Property material to the business of the Company and its Subsidiaries, taken as a whole, other than lapses or expirations of any Registered Company Intellectual Property that is at the end of its maximum statutory term (with permitted renewals); and

(xxiii) shall not, and shall not permit any of its Subsidiaries to, agree, in writing or otherwise, to take any of the foregoing actions.

(c) Nothing contained in this Agreement shall give Parent or either Merger Sub, directly or indirectly, the right to control or direct the Company's or its Subsidiaries' operations prior to the First Effective Time. Prior to the First Effective Time, the Company shall exercise, consistent with the terms and conditions of this Agreement and subject to applicable Law, complete control and supervision over its and its Subsidiaries' operations.

Section 5.2 Conduct of Business by Parent.

(a) From and after the date of this Agreement and prior to the earlier of the First Effective Time and the Termination Date, except (i) as may be required by applicable Law, (ii) as may be agreed in writing by the Company (which consent shall not be unreasonably withheld, delayed or conditioned), (iii) as may be expressly permitted or required by this Agreement, (iv) to the extent action is reasonably taken (or reasonably omitted) in response to an Emergency, or (v) as set forth in Section 5.2(a) of the Parent Disclosure Schedules, Parent shall, and shall cause its Subsidiaries to, use its reasonable best efforts to conduct its business in the Ordinary Course of Business, and use its commercially reasonable efforts to preserve intact its business organization and maintain existing relationships and goodwill with Governmental Entities, customers, suppliers, licensors, licensees, creditors, lessors, distributors, employees, contractors and business associates; provided, that no action by Parent or its Subsidiaries with respect to matters specifically addressed by any provision of Section 5.2(b) shall be deemed a breach of this sentence unless such action would constitute a breach of such other provision.

(b) Without limiting the generality of, and in furtherance of, the foregoing, from and after the date of this Agreement and prior to the earlier of the First Effective Time and the Termination Date, except (1) as may be required by applicable Law, (2) as may be agreed in writing

by the Company (which consent shall not be unreasonably withheld, delayed or conditioned), (3) as may be expressly permitted or required by this Agreement, (4) to the extent action is reasonably taken (or reasonably omitted) in response to an Emergency, or (5) as set forth in Section 5.2(b) of the Parent Disclosure Schedules, Parent:

(i) shall not, and shall not permit any of its Subsidiaries that is not wholly owned to, authorize or pay any dividends on or make any distribution with respect to its outstanding shares of capital stock (whether in cash, assets, stock or other securities of Parent or its Subsidiaries), except (A) quarterly cash dividends paid by Parent on the Parent Common Stock consistent with past practice, appropriately adjusted to reflect any stock dividends, subdivisions, splits, combinations or other similar events relating to the Parent Common Stock, (B) dividends and distributions paid by Subsidiaries of Parent to Parent or to any of Parent's other wholly owned Subsidiaries, and (C) dividends or distributions required by the Organizational Documents of any Subsidiary or joint venture of Parent;

(ii) shall not, and shall not permit any of its Subsidiaries to, split, combine or reclassify any of its capital stock or issue or authorize or propose the issuance of any other securities in respect of, in lieu of or in substitution for shares of its capital stock, except for any such transaction by a wholly owned Subsidiary of Parent that remains a wholly owned Subsidiary after consummation of such transaction;

(iii) shall not adopt any amendments to the Organizational Documents of Parent, other than amendments solely to effect ministerial changes to such documents;

(iv) except for transactions among Parent and its wholly owned Subsidiaries or among Parent's wholly owned Subsidiaries, shall not, and shall not permit any of its Subsidiaries to, issue, sell, pledge, dispose of or encumber, or authorize the issuance, sale, pledge, disposition or encumbrance of, any shares of its capital stock or other ownership interests in any Subsidiaries of Parent or any securities convertible into, exercisable for or exchangeable for any such shares or ownership interests or take any action to cause to be vested any otherwise unvested Parent Equity Award (except as otherwise provided by the terms of this Agreement or the express terms of any such Parent Equity Award), other than (A) issuances of shares of Parent Common Stock (x) in respect of any exercise of or settlement of Parent Equity Awards outstanding on the date of this Agreement, or (y) as may be granted after the date of this Agreement in the Ordinary Course of Business, (B) the grant of Parent Equity Awards or other equity compensation awards in the Ordinary Course of Business, (C) any Permitted Liens, (D) pursuant to existing agreements in effect prior to the execution of this Agreement or (E) pursuant to transactions not in excess of $50 million;

(v) shall not, and shall not permit any of its Subsidiaries to, adopt or enter into a plan of complete or partial liquidation, dissolution, merger, consolidation, restructuring, recapitalization or other reorganization of Parent or any of its Subsidiaries, except for any such transactions (A) between or among Parent's wholly owned Subsidiaries or (B) acquisitions not in excess of $50 million; and

(vi) shall not, and shall not permit any of its Subsidiaries to, agree, in writing or otherwise, to take any of the foregoing actions.

(c) Anything to the contrary set forth in this Agreement notwithstanding, between the date of this Agreement and the earlier of the First Effective Time and the Termination Date, Parent shall not, and shall cause its Affiliates not to, directly or indirectly (whether by business combination, merger, consolidation or otherwise), acquire, purchase, lease or license or otherwise enter into a transaction with (or agree or publicly propose to acquire, purchase, lease or license or otherwise enter into a transaction with) any business, corporation, partnership, association or other business organization or division or part thereof, or any securities or collection of assets, or take any other action (or omit to take any other action), if doing so could reasonably be expected to: (i) impose any material delay in the obtaining of, or materially increase the risk of not obtaining, any Consent of any Governmental Entity necessary to consummate the Mergers or any of the other transactions contemplated hereby or the expiration or termination of any applicable waiting period; (ii) materially increase the risk of any Governmental Entity entering an Order prohibiting the consummation of the Mergers or any of the other transactions contemplated hereby; (iii) materially increase the risk of not being able to remove any such Order on appeal or otherwise; or (iv) otherwise prevent or materially delay the consummation of the Mergers or any of the other transactions contemplated hereby (including any Debt Financing necessary in connection therewith).

Section 5.3 Access.

(a) Subject to compliance with applicable Laws, the Company shall and shall cause its Subsidiaries to afford to Parent and to its officers, employees, accountants, consultants, legal counsel, financial advisors and agents and other representatives (collectively, "Representatives") reasonable access, solely to the extent in furtherance of the consummation of the Mergers and the other transactions contemplated hereby or integration planning relating thereto, during normal business hours, on reasonable advance notice, throughout the period prior to the earlier of the First Effective Time and the Termination Date, to the Company's and its Subsidiaries' businesses, properties, personnel, agents, contracts, commitments, books and records, and during such period, the Company and Parent shall, and shall cause their respective Subsidiaries to, (I) in the case of Parent, furnish promptly to the Company information concerning the Mergers as may be reasonably requested by Company, and (II) in the case of the Company, furnish promptly to Parent all information concerning the Mergers as may reasonably be requested by Parent; provided that no investigation pursuant to this Section 5.3 shall affect or be deemed to modify any representation or warranty made by the Company or Parent.

(b) The foregoing provisions of this Section 5.3 notwithstanding, neither the Company nor Parent shall be required to afford such access or furnish such information if it would unreasonably disrupt the operations of such party or any of its Subsidiaries, would cause a violation of any agreement to which such party or any of its Subsidiaries is a party, would result in a loss of privilege or trade secret protection to such party or any of its Subsidiaries, would result in the disclosure of any information in connection with any litigation or similar dispute between the parties hereto, would constitute a violation of any applicable Law or result in the disclosure of any personal information that would expose the such party to the risk of liability or competitively sensitive information. In the event that Parent or the Company objects to any request submitted

pursuant to and in accordance with this Section 5.3 and withholds information on the basis of the foregoing sentence, the Company or Parent, as applicable, shall inform the other party as to the general nature of what is being withheld and the Company and Parent shall use reasonable best efforts to make appropriate substitute arrangements to permit reasonable disclosure that does not suffer from any of the foregoing impediments, including through the use of reasonable best efforts to (i) obtain the required consent or waiver of any third party required to provide such information and (ii) implement appropriate and mutually agreeable measures to permit the disclosure of such information in a manner to remove the basis for the objection, including by arrangement of appropriate clean room procedures (including as set forth in the Clean Team Agreement), if the parties determine that doing so would reasonably permit the disclosure of such information without violating applicable Law or jeopardizing such privilege or otherwise implicate any of the foregoing impediments.

(c) Each of the Company and Parent hereby agrees that all information provided to it or any of its Representatives in connection with this Agreement and the consummation of the transactions contemplated hereby shall be deemed to be "Confidential Information," as such term is used in, and shall be treated in accordance with, the confidentiality agreement, dated as of May 19, 2025, between the Company and Parent (the "Confidentiality Agreement") and, as applicable, the Clean Team Confidentiality Agreement, dated as of July 20, 2025, between the Company and Parent (the "Clean Team Agreement").

Section 5.4 No Solicitation by the Company.

(a) Subject to the provisions of this Section 5.4, from the date of this Agreement until the earlier of the First Effective Time and the Termination Date, the Company agrees that it shall not, and shall cause its Affiliates and its and their respective directors, officers and other Representatives not to, directly or indirectly, (i) solicit, initiate or knowingly encourage or knowingly facilitate any inquiry regarding, or the making or submission of any proposal, offer or indication of intent that constitutes, or would reasonably be expected to lead to, or result in, a Company Alternative Proposal, (ii) engage in, continue or otherwise participate in any discussions or negotiations with any Person regarding a Company Alternative Proposal or any inquiry, proposal or offer that would reasonably be expected to lead to, or result in, a Company Alternative Proposal (except to notify such Person that the provisions of this Section 5.4 prohibit any such discussions or negotiations), (iii) furnish any non-public information relating to the Company or its Subsidiaries in connection with or for the purpose of facilitating a Company Alternative Proposal or any inquiry, proposal, offer or indication of interest that would reasonably be expected to lead to, or result in, a Company Alternative Proposal, (iv) recommend or enter into any other letter of intent, memorandum of understanding, agreement in principle, option agreement, acquisition agreement, merger agreement, joint venture agreement, partnership agreement or other similar agreement with respect to a Company Alternative Proposal (except for confidentiality agreements permitted under Section 5.4(b)), or (v) approve, authorize or agree to do any of the foregoing or otherwise knowingly facilitate any effort or attempt to make a Company Alternative Proposal.

(b) Notwithstanding anything in this Section 5.4 to the contrary, at any time prior to, but not after, obtaining the Company Shareholder Approval, if the Company receives a *bona fide*, unsolicited Company Alternative Proposal that did not result from the Company's

violation of this Section 5.4, the Company and its Representatives may contact the third party making such Company Alternative Proposal solely to clarify the terms and conditions of such Company Alternative Proposal. If based on the information then available and after consultation with outside legal counsel and a financial advisor, the Company Board determines in good faith that (i) such Company Alternative Proposal constitutes a Company Superior Proposal or could reasonably be expected to result in a Company Superior Proposal and (ii) the failure to take such action would be inconsistent with the directors' fiduciary duties under applicable Law, the Company may take the following actions: (A) furnish non-public information to the third party making such Company Alternative Proposal (including its Representatives and prospective equity and debt financing sources) in response to a request therefor, if, and only if, prior to so furnishing such information, such information has previously been, or is substantially concurrently, made available to Parent and the third party has executed a confidentiality agreement with the Company having confidentiality and use provisions that, in each case, are not less restrictive in all material respects to such third party than the provisions in the Confidentiality Agreement are to Parent (it being understood that such confidentiality agreement (x) need not contain a "standstill" or similar obligations to the extent that Parent is, concurrently with the entry by the Company or its Subsidiaries into such confidentiality agreement, released from any "standstill" or similar obligations in the Confidentiality Agreement (provided that with respect to other third parties, from the date of this Agreement until the First Effective Time, the Company shall not terminate, amend, modify or waive any provision of any "standstill" or similar obligation to which the Company or any of its Subsidiaries is a party and shall enforce, to the fullest extent permitted under applicable Law, the provisions of any such agreement, including by seeking injunctions to prevent any breaches of such agreements and to enforce specifically the terms and provisions thereof) and (y) shall not prohibit the Company from complying with this Section 5.4 or contain terms that would restrict in any manner the Company's ability to consummate the Mergers); provided, however, that if the third party making such Company Alternative Proposal is a known competitor of the Company, the Company shall not provide any commercially sensitive non-public information to such third party in connection with any actions permitted by this Section 5.4(b) other than in accordance with customary "clean room" or other similar procedures designed to limit the disclosure of competitively sensitive information, and (B) engage in discussions or negotiations with the third party (including its Representatives) with respect to the Company Alternative Proposal. The Company shall promptly (and in any event within 24 hours) notify Parent in writing if: (i) any inquiries, proposals or offers with respect to a Company Alternative Proposal are received by the Company or any of its Representatives or (ii) any information is requested from the Company or any of its Representatives that, to the Knowledge of the Company, has been or is reasonably likely to have been made in connection with any Company Alternative Proposal, which notice shall identify the material terms and conditions thereof (including the name of the applicable third party and, if applicable, complete copies of any written requests, proposals or offers and any other material documents, including proposed agreements). The Company shall keep Parent reasonably informed on a reasonably current basis of any material developments regarding any Company Alternative Proposals or any material change to the terms of any such Company Alternative Proposal and any material change to the status of any such discussions or negotiations with respect thereto.

(c) Except as set forth in this Section 5.4, the Company Board, including any committee thereof, shall not (i) withdraw, withhold, qualify or modify, or propose publicly to withdraw, withhold, qualify or modify, the Company Recommendation; (ii) fail to include the

Company Recommendation in the Proxy Statement/Prospectus that is mailed by the Company to its shareholders of the Company; (iii) if any Company Alternative Proposal that is structured as a tender offer or exchange offer for the outstanding shares of Company Common Stock is commenced pursuant to Rule 14d-2 under the Exchange Act (other than by Parent or an Affiliate of Parent), fail to recommend, within ten (10) Business Days after such commencement, against acceptance of such tender offer or exchange offer by its shareholders; (iv) approve, adopt, recommend or declare advisable any Company Alternative Proposal or publicly propose to approve, adopt or recommend, or declare advisable any Company Alternative Proposal; or (v) approve, adopt or recommend, or declare advisable or enter into, any letter of intent, memorandum of understanding, agreement in principle, acquisition agreement, merger agreement, option agreement, joint venture agreement, partnership agreement or other agreement (other than a confidentiality agreement referred to in and entered into compliance with Section 5.4(b)) with respect to any Company Alternative Proposal (any such action set forth in the foregoing clauses (i) through (v), a "Company Change of Recommendation"). Anything to the contrary set forth in this Agreement notwithstanding, prior to obtaining the Company Shareholder Approval, but not after, the Company Board may, in response to a Company Superior Proposal, make a Company Change of Recommendation; provided, that the Company Board shall not be entitled to make such a Company Change of Recommendation (A) unless the Company shall have given Parent at least five (5) Business Days' written notice (a "Company Superior Proposal Notice") advising Parent of its intention to make such a Company Change of Recommendation, which Company Superior Proposal Notice shall include a description of the terms and conditions of the Company Superior Proposal that is the basis for the proposed action of the Company Board (including the identity of the Person making the Company Superior Proposal and, if applicable, complete copies of any written requests, proposals or offers and any other material documents, including any proposed definitive agreements for such Company Superior Proposal), and the Company shall have negotiated in good faith with Parent (to the extent Parent wishes to negotiate) to enable Parent to make such amendments to the terms of this Agreement as would permit the Company Board not to effect a Company Change of Recommendation, and (B) unless, at the end of the five-Business Day period following the delivery of such Company Superior Proposal Notice (the "Company Superior Proposal Notice Period"), after taking into account any changes to the terms of this Agreement proposed by Parent in writing and any other proposals or information offered by Parent in writing during the Company Superior Proposal Notice Period, the Company Board concludes that the Company Superior Proposal giving rise to the Company Superior Proposal Notice continues to constitute a Company Superior Proposal if such amendments were to be given effect; provided, that any material modifications to the terms of the Company Superior Proposal (including any change in the amount or form of consideration) shall commence a new notice period pursuant clause (A) of three (3) Business Days.

(d) Anything to the contrary set forth in this Agreement notwithstanding, prior to obtaining the Company Shareholder Approval, but not after, the Company Board may, in response to a Company Intervening Event, make a Company Change of Recommendation if the Company Board determines in good faith, after consultation with the Company's outside legal counsel, that the failure of the Company Board to take such action would be inconsistent with its fiduciary duties under applicable Law; provided, that the Company Board shall not be entitled to make such a Company Change of Recommendation unless (i) the Company shall have given Parent at least five (5) Business Days' written notice (a "Company Intervening Event Notice") advising Parent of its intention to make such a Company Change of Recommendation, which

Company Intervening Event Notice shall include a description of the applicable Company Intervening Event and (ii) unless, at the end of the five-Business Day period following the delivery of such Company Intervening Event Notice (the "Company Intervening Event Notice Period"), after taking into account any changes to amend the terms of this Agreement proposed by Parent in writing and any other proposals or information offered by Parent in writing during the Company Intervening Event Notice Period, the Company Board determines in good faith, after consultation with the Company's outside legal counsel, that the failure of the Company Board to make such Company Change of Recommendation would continue to be inconsistent with its fiduciary duties under applicable Law if such amendments were to be given effect.

(e) Nothing contained in this Agreement shall prohibit the Company or the Company Board or any committee thereof from (i) complying with its disclosure obligations under applicable Law or rules and policies of the NYSE, including taking and disclosing to its shareholders a position contemplated by Rule 14d-9 or Rule 14e-2(a) or Item 1012(a) of Regulation M-A under the Exchange Act (or any similar communication to shareholders) or from issuing a "stop, look and listen" statement pending disclosure of its position thereunder or (ii) making any disclosure to its shareholders if the Company Board determines in good faith, after consultation with the Company's outside legal counsel, that the failure of the Company Board to make such disclosure would be inconsistent with its fiduciary duties to the Company's shareholders under applicable Law; provided that this Section 5.4(e) shall not be deemed to permit the Company or the Company Board to effect a Company Change of Recommendation except in accordance with Section 5.4(c) or Section 5.4(d).

(f) Further to Section 5.4(a), the Company shall (and shall cause its Affiliates and its and their respective directors and officers to, and shall use its reasonable best efforts to cause its other Representatives to) promptly terminate any existing discussions and negotiations conducted heretofore with any Person (other than Parent, the Company or any of their respective Affiliates or Representatives) with respect to any Company Alternative Proposal, or proposal or transaction that could reasonably be expected to lead to or result in a Company Alternative Proposal. Further, the Company shall promptly terminate all physical and electronic data access previously granted to such Persons and request that any such Persons promptly return or destroy all confidential information concerning the Company and any of its Subsidiaries and provide prompt written confirmation thereof.

(g) "Company Alternative Proposal" means any proposal, offer or indication of intent made by any Person or group of Persons (other than Parent, either Merger Sub or their respective Affiliates) relating to or concerning (i) a merger, reorganization, share exchange, consolidation, business combination, recapitalization or similar transaction involving the Company, in each case (whether in one or a series of related transactions), as a result of which such Person or group of Persons (or their shareholders) obtains control over, or becomes the beneficial owner of, directly or indirectly, 10% or more of the total voting power of the Company or the surviving entity (or any direct or indirect parent company thereof), as applicable, immediately following such transaction or (ii) the acquisition by any Person of 10% or more of the net revenues, net income or total assets of the Company and its Subsidiaries, on a consolidated basis.

(h) "Company Superior Proposal" means an unsolicited, *bona fide* written Company Alternative Proposal, made after the date of this Agreement, substituting in the definition thereof "greater than 50%" for "10% or more" in each place each such phrase appears, made after the date of this Agreement, that the Company Board determines in good faith, after consultation with the Company's outside legal and financial advisors, and considering all legal, financial, financing and regulatory aspects of the proposal, the identity of the Person(s) making the proposal and the likelihood of the proposal being consummated in accordance with its terms, would, if consummated, result in a transaction (A) that is more favorable to the Company's shareholders from a financial point of view than the transactions contemplated by this Agreement (after taking into account, in addition to all other relevant factors, any revisions to the terms of the transactions contemplated by this Agreement pursuant to Section 5.4(c) of this Agreement) and (B) that is reasonably likely to be completed, taking into account any regulatory, financing or approval requirements and any other aspects considered relevant by the Company Board.

(i) "Company Intervening Event" means any event, change, occurrence or development that is unknown and not reasonably foreseeable to the Company Board as of the date of this Agreement, which event, change, occurrence or development becomes known to the Company Board after the Company's execution and delivery of this Agreement and before the Company Shareholder Approval is obtained; provided, that in no event shall any of the following be a Company Intervening Event or be taken into account in determining whether a Company Intervening Event has occurred: (i) the receipt, existence, terms of or opportunity for a Company Alternative Proposal or other business combination proposal (or any proposal or inquiry that would reasonably be expected to lead to a Company Alternative Proposal or other such proposal, or direct and indirect consequences thereof); (ii) any matter contemplated by Section 5.8, including any non-compliance with Section 5.8 or any consequence thereof; (iii) any event, change, occurrence or development described in clauses (a), and (c) through (l) of the definition of Company Material Adverse Effect and the corresponding section of the definition of Parent Material Adverse Effect; or (iv) any change in the market price or trading volume of the Company Common Stock or Parent Common Stock, any change in the credit rating of the Company or Parent or any of their respective securities, or the Company or Parent failing to meet, meeting or exceeding internal or published projections, forecasts, guidance or revenue or earning prediction, or other financial or operating metrics for any period (provided that any event, change, occurrence or development giving rise to or contributing to such change, failing to meet, meeting or exceedance that is not otherwise excluded by the foregoing clauses (i) through (iii) may be a Company Intervening Event and may be taken into account in determining whether a Company Intervening Event has occurred).

Section 5.5 No Solicitation by Parent.

(a) Subject to the provisions of this Section 5.5, from the date of this Agreement until the earlier of the First Effective Time and the Termination Date, Parent agrees that it shall not, and shall cause its Affiliates and its and their respective directors, officers and other Representatives not to, directly or indirectly, (i) solicit, initiate or knowingly encourage or knowingly facilitate any inquiry regarding, or the making or submission of any proposal, offer or indication of intent that constitutes, or would reasonably be expected to lead to, or result in, a Parent Alternative Proposal, (ii) engage in, continue or otherwise participate in any discussions or negotiations with any Person regarding a Parent Alternative Proposal or any inquiry, proposal or offer that would reasonably be expected to lead to, or result in, a Parent Alternative Proposal

(except to notify such Person that the provisions of this Section 5.5 prohibit any such discussions or negotiations), (iii) furnish any non-public information relating to Parent or its Subsidiaries in connection with or for the purpose of facilitating a Parent Alternative Proposal or any inquiry, proposal, offer or indication of interest that would reasonably be expected to lead to, or result in, a Parent Alternative Proposal, (iv) recommend or enter into any other letter of intent, memorandum of understanding, agreement in principle, option agreement, acquisition agreement, merger agreement, joint venture agreement, partnership agreement or other similar agreement with respect to a Parent Alternative Proposal (except for confidentiality agreements permitted under Section 5.5(b)), or (v) approve, authorize or agree to do any of the foregoing or otherwise knowingly facilitate any effort or attempt to make a Parent Alternative Proposal.

(b) Notwithstanding anything in this Section 5.5 to the contrary, at any time prior to, but not after, obtaining the Parent Shareholder Approval, if Parent receives a bona fide, unsolicited Parent Alternative Proposal that did not result from the Parent's violation of this Section 5.5, Parent and its Representatives may contact the third party making such Parent Alternative Proposal solely to clarify the terms and conditions of such Parent Alternative Proposal. If based on the information then available and after consultation with outside legal counsel and a financial advisor, the Parent Board determines in good faith that (i) such Parent Alternative Proposal constitutes a Parent Superior Proposal or could reasonably be expected to result in a Parent Superior Proposal and (ii) the failure to take such action would be inconsistent with the directors' fiduciary duties under applicable Law, Parent may take the following actions: (A) furnish non-public information to the third party making such Parent Alternative Proposal (including its Representatives and prospective equity and debt financing sources) in response to a request therefor, if, and only if, prior to so furnishing such information, such information has previously been, or is substantially concurrently, made available to the Company and the third party has executed a confidentiality agreement with Parent having confidentiality and use provisions that, in each case, are not less restrictive in all material respects to such third party than the provisions in the Confidentiality Agreement are to the Company (it being understood that such confidentiality agreement (x) need not contain a "standstill" or similar obligations to the extent that the Company is, concurrently with the entry by Parent or its Subsidiaries into such confidentiality agreement, released from any "standstill" or similar obligations in the Confidentiality Agreement (provided that with respect to other third parties, from the date of this Agreement until the First Effective Time, Parent shall not terminate, amend, modify or waive any provision of any "standstill" or similar obligation to which Parent or any of its Subsidiaries is a party and shall enforce, to the fullest extent permitted under applicable Law, the provisions of any such agreement, including by seeking injunctions to prevent any breaches of such agreements and to enforce specifically the terms and provisions thereof) and (y) shall not prohibit Parent from complying with this Section 5.5 or contain terms that would restrict in any manner Parent's ability to consummate the Mergers); provided, however, that if the third party making such Parent Alternative Proposal is a known competitor of Parent, Parent shall not provide any commercially sensitive non-public information to such third party in connection with any actions permitted by this Section 5.5(b) other than in accordance with customary "clean room" or other similar procedures designed to limit the disclosure of competitively sensitive information, and (B) engage in discussions or negotiations with the third party (including its Representatives) with respect to the Parent Alternative Proposal. Parent shall promptly (and in any event within 24 hours) notify the Company in writing if: (i) any inquiries, proposals or offers with respect to a Parent Alternative Proposal are received by Parent or any of its Representatives or (ii) any information is requested from Parent or

any of its Representatives that, to the Knowledge of Parent, has been or is reasonably likely to have been made in connection with any Company Alternative Proposal, which notice shall identify the material terms and conditions thereof (including the name of the applicable third party and, if applicable, complete copies of any written requests, proposals or offers and any other material documents, including proposed agreements). Parent shall keep the Company reasonably informed on a reasonably current basis of any material developments regarding any Parent Alternative Proposals or any material change to the terms of any such Parent Alternative Proposal and any material change to the status of any such discussions or negotiations with respect thereto.

(c) Except as set forth in this Section 5.5, the Parent Board, including any committee thereof, shall not (i) withdraw, withhold, qualify or modify, or propose publicly to withdraw, withhold, qualify or modify, the Parent Recommendation; (ii) fail to include the Parent Recommendation in the Proxy Statement/Prospectus that is mailed by Parent to its shareholders; (iii) if any Parent Alternative Proposal that is structured as a tender offer or exchange offer for the outstanding shares of Parent Common Stock is commenced pursuant to Rule 14d-2 under the Exchange Act (other than by the Company or an Affiliate of the Company), fail to recommend, within ten (10) Business Days after such commencement, against acceptance of such tender offer or exchange offer by its shareholders; (iv) approve, adopt, recommend or declare advisable any Parent Alternative Proposal or publicly propose to approve, adopt or recommend, or declare advisable any Parent Alternative Proposal; or (v) approve, adopt or recommend, or declare advisable or enter into, any letter of intent, memorandum of understanding, agreement in principle, acquisition agreement, merger agreement, option agreement, joint venture agreement, partnership agreement or other agreement (other than a confidentiality agreement referred to in and entered into compliance with Section 5.5(b)) with respect to any Parent Alternative Proposal (any such action set forth in the foregoing clauses (i) through (v), a "Parent Change of Recommendation"). Anything to the contrary set forth in this Agreement notwithstanding, prior to obtaining the Parent Shareholder Approval, but not after, the Parent Board may, in response to a Parent Superior Proposal, make a Parent Change of Recommendation; provided, that the Parent Board shall not be entitled to make such a Parent Change of Recommendation (A) unless Parent shall have given the Company at least five (5) Business Days' written notice (a "Parent Superior Proposal Notice") advising the Company of its intention to make such a Parent Change of Recommendation, which Parent Superior Proposal Notice shall include a description of the terms and conditions of the Parent Superior Proposal that is the basis for the proposed action of the Parent Board (including the identity of the Person making the Parent Superior Proposal and, if applicable, complete copies of any written requests, proposals or offers and any other material documents, including any proposed definitive agreements for such Parent Superior Proposal), and Parent shall have negotiated in good faith with the Company (to the extent the Company wishes to negotiate) to enable the Company to make such amendments to the terms of this Agreement as would permit the Parent Board not to effect a Parent Change of Recommendation, and (B) unless, at the end of the five-Business Day period following the delivery of such Parent Superior Proposal Notice (the "Parent Superior Proposal Notice Period"), after taking into account any changes to the terms of this Agreement proposed by the Company in writing and any other proposals or information offered in writing by the Company during the Parent Superior Proposal Notice Period, the Parent Board concludes that the Parent Superior Proposal giving rise to the Parent Superior Proposal Notice continues to constitute a Parent Superior Proposal if such amendments were to be given effect; provided, that any material modifications to the terms of the Parent Superior Proposal

(including any change in the amount or form of consideration) shall commence a new notice period pursuant clause (A) of three (3) Business Days.

(d) Anything to the contrary set forth in this Agreement notwithstanding, prior to obtaining the Parent Shareholder Approval, but not after, the Parent Board may, in response to a Parent Intervening Event, make a Parent Change of Recommendation if the Parent Board determines in good faith, after consultation with Parent's outside legal counsel, that the failure of the Parent Board to take such action would be inconsistent with its fiduciary duties under applicable Law; provided, that the Parent Board shall not be entitled to make such a Parent Change of Recommendation unless (i) Parent shall have given the Company at least five (5) Business Days' written notice (a "Parent Intervening Event Notice") advising the Company of its intention to make such a Parent Change of Recommendation, which Parent Intervening Event Notice shall include a description of the applicable Parent Intervening Event and (ii) unless, at the end of the five-Business Day period following the delivery of such Parent Intervening Event Notice (the "Parent Intervening Event Notice Period"), after taking into account any changes to amend the terms of this Agreement proposed by the Company in writing and any other proposals or information offered by the Company in writing during the Parent Intervening Event Notice Period, the Parent Board determines in good faith, after consultation with Parent's outside legal counsel, that the failure of the Parent Board to make such Parent Change of Recommendation would continue to be inconsistent with its fiduciary duties under applicable Law if such amendments were to be given effect.

(e) Nothing contained in this Agreement shall prohibit Parent or the Parent Board or any committee thereof from (i) complying with its disclosure obligations under applicable Law or rules and policies of the NYSE, including taking and disclosing to its shareholders a position contemplated by Rule 14d-9 or Rule 14e-2(a) or Item 1012(a) of Regulation M-A under the Exchange Act (or any similar communication to shareholders) or from issuing a "stop, look and listen" statement pending disclosure of its position thereunder or (ii) making any disclosure to its shareholders if the Parent Board determines in good faith, after consultation with Parent's outside legal counsel, that the failure of the Parent Board to make such disclosure would be inconsistent with its fiduciary duties to Parent's shareholders under applicable Law; provided that this Section 5.5(e) shall not be deemed to permit Parent or the Parent Board to effect a Parent Change of Recommendation except in accordance with Section 5.5(c) or Section 5.5(d).

(f) Further to Section 5.5(a), Parent shall (and shall cause its Subsidiaries and its and their respective directors and officers to, and shall use its reasonable best efforts to cause its other Representatives to) promptly terminate any existing discussions and negotiations conducted heretofore with any Person (other than the Company, Parent or any of their respective Affiliates or Representatives) with respect to any Parent Alternative Proposal, or proposal or transaction that could reasonably be expected to lead to or result in a Parent Alternative Proposal. Further, Parent shall promptly terminate all physical and electronic data access previously granted to such Persons and request that any such Persons promptly return or destroy all confidential information concerning Parent and any of its Subsidiaries and provide prompt written confirmation thereof.

(g) "Parent Alternative Proposal" means any proposal, offer or indication of intent made by any Person or group of Persons (other than the Company or its Affiliates) relating to or concerning (i) a merger, reorganization, share exchange, consolidation, business combination, recapitalization or similar transaction involving Parent, in each case (whether in one or a series of related transactions), as a result of which such Person or group of Persons (or their shareholders) obtains control over, or becomes the beneficial owner of, directly or indirectly, 10% or more of the total voting power of Parent or the surviving entity (or any direct or indirect parent company thereof), as applicable, immediately following such transaction or (ii) the acquisition by any Person of 10% or more of the net revenues, net income or total assets of Parent and its Subsidiaries, on a consolidated basis.

(h) "Parent Superior Proposal" means an unsolicited, bona fide written Parent Alternative Proposal, made after the date of this Agreement, substituting in the definition thereof "greater than 50%" for "10% or more" in each place each such phrase appears, made after the date of this Agreement, that the Parent Board determines in good faith, after consultation with Parent's outside legal and financial advisors, and considering all legal, financial, financing and regulatory aspects of the proposal, the identity of the Person(s) making the proposal and the likelihood of the proposal being consummated in accordance with its terms, would, if consummated, result in a transaction (A) that is more favorable to Parent's shareholders from a financial point of view than the transactions contemplated by this Agreement (after taking into account, in addition to all other relevant factors, any revisions to the terms of the transactions contemplated by this Agreement pursuant to Section 5.5(c) of this Agreement) and (B) that is reasonably likely to be completed, taking into account any regulatory, financing or approval requirements and any other aspects considered relevant by the Parent Board.

(i) "Parent Intervening Event" means any event, change, occurrence or development that is unknown and not reasonably foreseeable to the Parent Board as of the date of this Agreement, which event, change, occurrence or development becomes known to the Parent Board after the Parent's execution and delivery hereof and before the Parent Shareholder Approval is obtained; provided, that in no event shall any of the following be a Parent Intervening Event or be taken into account in determining whether a Parent Intervening Event has occurred: (i) the receipt, existence, terms of or opportunity for a Parent Alternative Proposal or other business combination proposal (or any proposal or inquiry that would reasonably be expected to lead to a Parent Alternative Proposal or other such proposal, or direct and indirect consequences thereof); (ii) any matter contemplated by Section 5.8, including any non-compliance with Section 5.8 or any consequence thereof; (iii) any event, change, occurrence or development described in clauses (a), and (c) through (l) of the definition of Parent Material Adverse Effect and the corresponding section of the definition of Company Material Adverse Effect; or (iv) any change in the market price or trading volume of the Company Common Stock or Parent Common Stock, any change in the credit rating of the Company or Parent or any of their respective securities, or the Company or Parent failing to meet, meeting or exceeding internal or published projections, forecasts, guidance or revenue or earning prediction, or other financial or operating metrics for any period (provided that any event, change, occurrence or development giving rise to or contributing to such change, failing to meet, meeting or exceedance that is not otherwise excluded by the foregoing clauses (i) through (iii) may be a Parent Intervening Event and may be taken into account in determining whether a Parent Intervening Event has occurred).

Section 5.6 Filings; Other Actions.

(a) As promptly as reasonably practicable after the date of this Agreement, (i) the Company and Parent shall jointly prepare and file with the SEC the preliminary Proxy Statement/Prospectus (and in any event the parties shall use reasonable best efforts to cause the filing to be made within sixty (60) days of the date of this Agreement) and (ii) Parent shall prepare and file with the SEC the Registration Statement with respect to the shares of Parent Common Stock to be issued in connection with the First Merger, which shall include the Proxy Statement/Prospectus. Each of the Company and Parent shall use its reasonable best efforts to (A) have the Registration Statement declared effective under the Securities Act as promptly as practicable after such filing and (B) keep the Registration Statement effective for so long as necessary to complete the Mergers. Each of the Company and Parent shall furnish all information concerning itself, its Affiliates and the holders of its shares to the other and provide such other assistance as may be reasonably requested in connection with the preparation, filing and distribution of the Proxy Statement/Prospectus and the Registration Statement. Each of the Company and Parent shall provide the other party with a reasonable period of time to review the Proxy Statement/Prospectus and any amendments thereto prior to filing and shall reasonably consider any comments from the other party. Each of the Company and Parent shall respond promptly to any comments from the SEC or the staff of the SEC. Each of the Company and Parent shall notify the other party promptly of the receipt of any comments (whether written or oral) from the SEC or the staff of the SEC and of any request by the SEC or the staff of the SEC for amendments or supplements to the Proxy Statement/Prospectus or the Registration Statement or for additional information and shall supply the other party with copies of all correspondence between it and any of its Representatives, on the one hand, and the SEC or the staff of the SEC, on the other hand, with respect to the Proxy Statement/Prospectus or the Registration Statement or the transactions contemplated by this Agreement within twenty-four (24) hours of the receipt thereof. The Proxy Statement/Prospectus and the Registration Statement shall comply as to form in all material respects with the applicable requirements of the Exchange Act and the Securities Act. If at any time prior to the Company Shareholder Meeting or the Parent Shareholder Meeting (or any adjournment or postponement of the Company Shareholder Meeting or the Parent Shareholder Meeting) any information relating to Parent or the Company, or any of their respective Affiliates, officers or directors, is discovered by Parent or the Company that should be set forth in an amendment or supplement to the Proxy Statement/Prospectus and/or Registration Statement, so that the Proxy Statement/Prospectus and/or Registration Statement would not include a misstatement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the party that discovers such information shall promptly notify the other parties hereto and an appropriate amendment or supplement describing such information shall be promptly filed by the Company and/or Parent with the SEC, and, to the extent required by applicable Law, disseminated to the shareholders of the Company and the shareholders of Parent. The Company shall cause the Proxy Statement/Prospectus to be mailed to the Company's shareholders and Parent shall cause the Proxy Statement/Prospectus to be mailed to Parent's shareholders, in either case, as promptly as reasonably practicable after the Registration Statement is declared effective under the Securities Act (such date, the "Clearance Date").

(b) Each of Parent and the Company shall provide the other party and its legal counsel with a reasonable opportunity to review and comment on drafts of the Proxy

Statement/Prospectus, the Registration Statement and other documents related to the Company Shareholder Meeting, the Parent Shareholder Meeting or the issuance of the shares of Parent Common Stock (and any amendments thereto) in connection with the First Merger, prior to filing such documents with the applicable Governmental Entity and mailing such documents to the Company's shareholders or Parent's shareholders, as applicable. Each party hereto shall consider in good faith in the Proxy Statement/Prospectus, the Registration Statement and such other documents related to the Company Shareholder Meeting, the Parent Shareholder Meeting or the issuance of shares of Parent Common Stock in connection with the First Merger, all comments reasonably and promptly proposed by the other party or its legal counsel.

(c) Subject to Section 5.4 and Section 5.6(d), the Company shall take all action necessary in accordance with applicable Law and the articles of incorporation and bylaws of the Company to set a record date for, duly give notice of, convene and hold a meeting of its shareholders following the mailing of the Proxy Statement/Prospectus for the purpose of obtaining the Company Shareholder Approval (the "Company Shareholder Meeting") as soon as reasonably practicable following the Clearance Date. Unless the Company shall have made a Company Change of Recommendation in compliance with Section 5.4, the Company shall include the Company Recommendation in the Proxy Statement/Prospectus and shall solicit, and use its reasonable best efforts to obtain, the Company Shareholder Approval at the Company Shareholder Meeting (including by soliciting proxies in favor of the adoption of this Agreement) as soon as reasonably practicable.

(d) The Company shall cooperate with and keep Parent informed on a reasonably current basis regarding its solicitation efforts and voting results following the dissemination of the Proxy Statement/Prospectus to its shareholders. The Company may adjourn or postpone the Company Shareholder Meeting (i) to allow time for the filing and dissemination of any supplemental or amended disclosure document that the Company Board has determined in good faith (after consultation with its outside legal counsel) is required to be filed and disseminated under applicable Law, (ii) if as of the time that the Company Shareholder Meeting is originally scheduled (as set forth in the Proxy Statement/Prospectus) there are insufficient shares of Company Common Stock represented (either in person or by proxy) to constitute a quorum necessary to conduct the business of the Company Shareholder Meeting, (iii) to allow reasonable additional time to solicit additional proxies necessary to obtain the Company Shareholder Approval or (iv) to comply with applicable Law, in each case, as long as the date of the Company Shareholder Meeting is not postponed or adjourned more than an aggregate of 15 calendar days. Any additional postponements or adjournments shall require the prior written consent of Parent (which shall not be unreasonably withheld, conditioned or delayed). Without the prior written consent of Parent (which shall not be unreasonably withheld, conditioned or delayed), the approval of this Agreement shall be the only matter (other than matters of procedure and matters required by applicable Law to be voted on by the Company's shareholders in connection with the approval of this Agreement) that the Company shall propose to be acted on by the shareholders of the Company at the Company Shareholder Meeting.

(e) Subject to Section 5.5 and Section 5.6(f), Parent shall take all action necessary in accordance with applicable Law and the articles of incorporation and bylaws of Parent to set a record date for, duly give notice of, convene and hold a meeting of its shareholders following the mailing of the Proxy Statement/Prospectus for the purpose of obtaining the Parent

Shareholder Approval (the "Parent Shareholder Meeting") as soon as reasonably practicable following the Clearance Date. Unless Parent shall have made a Parent Change of Recommendation in compliance with Section 5.5, Parent shall include the Parent Recommendation in the Proxy Statement/Prospectus and shall solicit, and use its reasonable best efforts to obtain, the Parent Shareholder Approval at the Parent Shareholder Meeting (including by soliciting proxies in favor of the approval of the Parent Share Issuance) as soon as reasonably practicable.

(f) Parent shall cooperate with and keep the Company informed on a reasonably current basis regarding its solicitation efforts and voting results following the dissemination of the Proxy Statement/Prospectus to its shareholders. Parent may adjourn or postpone the Parent Shareholder Meeting (i) to allow time for the filing and dissemination of any supplemental or amended disclosure document that the Parent Board has determined in good faith (after consultation with its outside legal counsel) is required to be filed and disseminated under applicable Law, (ii) if as of the time that the Parent Shareholder Meeting is originally scheduled (as set forth in the Proxy Statement/Prospectus) there are insufficient shares of Parent Common Stock represented (either in person or by proxy) to constitute a quorum necessary to conduct the business of the Parent Shareholder Meeting, (iii) to allow reasonable additional time to solicit additional proxies necessary to obtain the Parent Shareholder Approval or (iv) to comply with applicable Law, in each case, as long as the date of the Parent Shareholder Meeting is not postponed or adjourned more than an aggregate of 15 calendar days. Any additional postponements or adjournments shall require the prior written consent of the Company (which shall not be unreasonably withheld, conditioned or delayed). Without the prior written consent of the Company (which shall not be unreasonably withheld, conditioned or delayed), the approval of the Parent Share Issuance shall be the only matter (other than matters of procedure and matters required by applicable Law to be voted on by Parent's shareholders in connection with the adoption of this Agreement) that Parent shall propose to be acted on by the shareholders of Parent at the Parent Shareholder Meeting.

(g) It is the intention of the parties hereto that, and each of the parties shall reasonably cooperate and use their commercially reasonable efforts to cause, the date and time of the Company Shareholder Meeting and the Parent Shareholder Meeting be coordinated such that they occur on the same calendar day (and in any event as close in time as possible).

(h) Without limiting the generality of the foregoing, unless this Agreement shall have been terminated pursuant to Article 7, (x) in the event that the Company Board makes a Company Change of Recommendation, the Company shall nevertheless submit this Agreement to the holders of Company Common Stock to obtain the Company Shareholder Approval at the Company Shareholder Meeting or any adjournment, recess or postponement thereof, and (y) in the event that the Parent Board makes a Parent Change of Recommendation, Parent shall nevertheless submit this Agreement to the holders of shares of Parent Common Stock to obtain the Parent Shareholder Approval at the Parent Shareholder Meeting or any adjournment, recess or postponement thereof.

Section 5.7 Employee Matters.

(a) From and after the First Effective Time, the Company shall, and Parent shall cause the Company to, honor all Company Benefit Plans in accordance with their terms as in effect

immediately before the First Effective Time (including terms permitting the amendment or termination of such Company Benefit Plans). For a period of one (1) year following the First Effective Time, Parent shall provide, or shall cause to be provided, to each employee of the Company and its Subsidiaries as of immediately prior to the First Effective Time who remains employed by Parent or its Subsidiaries following the First Effective Time ("Company Employees") (i) base compensation, cash incentive opportunities, and target equity incentive opportunities that, in each case, are no less favorable than were provided to the Company Employee immediately before the First Effective Time (it being understood that in lieu of equity compensation awards, Parent may provide Company Employees who, as of immediately prior to the First Effective Time, were eligible to receive Company equity compensation awards, long-term incentive awards that are settled in cash in an amount sufficient to replace the grant date value of the Company Employee's equity compensation opportunity immediately prior to the First Effective Time; provided, that, except as set forth in this Section 5.7(a), such long-term incentive awards shall have the same terms and conditions as those applicable to the equity awards granted by Parent to its similarly situated employees), and (ii) employee benefits (excluding severance, retention, change in control, bonuses, equity or equity based compensation, paid time off, defined benefit plans and retiree medical or welfare plans or arrangements) that are no less favorable in the aggregate than such employee benefits provided to the Company Employee immediately before the First Effective Time. Without limiting the generality of the foregoing, (A) Parent shall or shall cause to be provided to each Company Employee whose employment terminates during the one-year period following the First Effective Time under circumstances that would give rise to severance benefits under the Company Benefit Plans set forth on Section 5.7(a) of the Company Disclosure Schedules (the "Company Severance Plans"), severance benefits in accordance with the terms of the applicable Company Severance Plan in which such Company Employee is eligible to participate immediately prior to the First Effective Time and (B) during such one-year period following the First Effective Time, severance benefits offered to each Company Employee shall be determined taking into account all service with the Company, its Subsidiaries (and including, on and after the First Effective Time, the Second Surviving Company and any of its Affiliates) and without taking into account any reduction after the First Effective Time in compensation paid or benefits provided to such Company Employee. Notwithstanding the foregoing, the terms and conditions of employment, including, without limitation, with respect to compensation, benefits, work rules and other terms of employment, for any Company Employee who is represented by a labor union or other labor organization shall be governed by the terms of the applicable Company Labor Agreement.

(b) For a period of one (1) year following the First Effective Time, Parent shall, or shall cause its applicable Affiliate to, maintain for each Company Employee a paid time off policy that is no less favorable than the paid time off policy in effect for similarly situated employees of the Company immediately prior to the First Effective Time, including with respect to the rate and timing of accrual, the number of paid time off days provided and the treatment of unused paid time off upon termination of employment (including any cash-out rights).

(c) For all purposes (including for purposes of vesting, eligibility to participate, benefit accrual and level of benefits) under the employee benefit plans of Parent and its Subsidiaries providing benefits to any Company Employees after the First Effective Time (the "New Plans"), each Company Employee shall be credited with his or her years of service with the Company and its Subsidiaries and their respective predecessors before the First Effective Time, to

the same extent as such Company Employee was entitled, before the First Effective Time, to credit for such service under any analogous Company Benefit Plan in which such Company Employee participated or was eligible to participate immediately prior to the First Effective Time; provided that the foregoing shall not apply (w) for purposes of any closed or frozen plans, (x) for any purpose under any defined benefit pension plans or retiree health and welfare plans, in each case, that were not sponsored by the Company or its Subsidiaries prior to the First Effective Time, (y) for purposes of qualifying for subsidized early retirement benefits under any program that was not sponsored by the Company or its Subsidiaries prior to the First Effective Time, or (z) to the extent that its application would result in a duplication of benefits. In addition, and without limiting the generality of the foregoing, (i) Parent shall provide that each Company Employee shall be immediately eligible to participate, without any waiting time, in any New Plan that is a group health plan to the extent coverage under such New Plan replaces an analogous Company Benefit Plan in which such Company Employee participated immediately before the First Effective Time (such plans, collectively, the "Old Plans"), and (ii) for purposes of each New Plan that is a group health plan and in which any Company Employee participates, Parent shall use commercially reasonable efforts to cause all preexisting condition exclusions and actively-at-work requirements of such New Plan to be waived for such Company Employee and his or her covered dependents, unless such conditions would not have been waived under the analogous plan of the Company or its Subsidiaries in which such Company Employee participated immediately prior to the First Effective Time, and Parent shall use commercially reasonable efforts to cause any eligible expenses incurred by such Company Employee and his or her covered dependents during the portion of the plan year of the Old Plans ending on the date such Company Employee's participation in the corresponding New Plan begins to be taken into account under such New Plan for purposes of satisfying all deductible, coinsurance and maximum out-of-pocket requirements applicable to such Company Employee and his or her covered dependents for the applicable plan year as if such amounts had been paid in accordance with such New Plan.

(d) To the extent requested in writing by Parent at least ten (10) Business Days prior to the Closing Date, the Company shall, or shall cause its applicable Affiliate to, take all actions necessary to terminate each Company Benefit Plan that is a tax-qualified defined contribution 401(k) retirement plan that exclusively covers non-union employees (the "Company Non-Union 401(k) Plans"), or cause such plan to be terminated, effective as of no later than the day immediately preceding the Closing Date, and contingent upon the occurrence of the Closing, and provide that participants in the Company Non-Union 401(k) Plans shall become fully vested in any unvested portion of their Company Non-Union 401(k) Plan accounts as of the date such plan is terminated. If the Company Non-Union 401(k) Plans are terminated, the Company shall provide Parent with evidence that the Company Non-Union 401(k) Plans have been terminated (effective no later than immediately prior to the Closing Date and contingent on the Closing) pursuant to resolutions of the Company or its applicable Affiliate, which such resolutions shall be provided to Parent at least three (3) Business Days prior to the Closing Date and shall be subject to Parent's review and comment. If the Company Non-Union 401(k) Plans are terminated, Parent shall designate a tax-qualified defined contribution retirement plan with a cash or deferred arrangement that is sponsored by Parent or one of its Subsidiaries (the "Parent 401(k) Plan") that will cover such eligible Company Employees who had participated in a Company Non-Union 401(k) Plan and shall cover such eligible Company Employees in the applicable Parent 401(k) Plan effective as of the Closing Date. In connection with the termination of the Company Non-Union 401(k) Plans, Parent shall cause the Parent 401(k) Plan to accept from the Company Non-

Union 401(k) Plans the "direct rollover" of the account balance (including notes representing outstanding loans that are not in default) of each Company Employee who participated in a Company Non-Union 401(k) Plan as of the date such plans are terminated and who elects such direct rollover in accordance with the terms of the applicable Company Non-Union 401(k) Plan and the Code.

(e) Without limiting the generality of Section 8.10, the provisions of this Section 5.7(e) are solely for the benefit of the parties to this Agreement, and no current or former director, employee or consultant or any other Person shall be a third-party beneficiary of this Agreement, and nothing herein shall be construed to create, establish, terminate or amend any Company Benefit Plan or Parent Benefit Plan or other compensation or benefit plan or arrangement for any purpose or otherwise shall prevent Parent, the Second Surviving Company or any of their Affiliates from terminating the employment of any Company Employee, or amending any Company Benefit Plan or Parent Benefit Plan.

Section 5.8 Efforts.

(a) Subject to the terms and conditions set forth in this Agreement (including Section 5.8(c)), each of the parties hereto shall use their reasonable best efforts to (and shall cause each of their respective Affiliates to) take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other parties in doing, all things necessary, proper or advisable under applicable Laws to cause the conditions to Closing set forth in Article 6 of this Agreement to be satisfied and to consummate and make effective the Mergers and the other transactions contemplated by this Agreement prior to the End Date, including (i) the obtaining of all necessary actions or nonactions, authorizations, permits, waivers, consents, clearances, approvals and expirations or terminations of waiting periods (collectively, "Consents"), including the Company Approvals and the Parent Approvals, from Governmental Entities and the making of all necessary registrations, notices, notifications, petitions, applications, reports and other filings and the taking of all steps as may be necessary, proper or advisable to obtain an approval, clearance or waiver from, or to avoid an action or proceeding by, any Governmental Entity, (ii) the obtaining of all necessary Consents from third parties, (iii) the defending of any Actions, lawsuits or other legal proceedings, whether judicial or administrative, challenging this Agreement or the consummation of the Mergers and the other transactions contemplated by this Agreement, or seeking to prohibit or delay the Closing and (iv) the execution and delivery of any additional instruments necessary, proper or advisable to consummate, and to fully carry out the purposes of the transactions contemplated by this Agreement; provided, that solely with respect to approvals from third parties other than from Governmental Entities and other than under Railroad Laws or Antitrust Laws as provided in this Section 5.8, in no event shall either the Company or Parent or any of their respective Subsidiaries be required to pay any fee, penalty or other consideration to any third party for any Consent required for or triggered by the consummation of the transactions contemplated by this Agreement under any contract or agreement or otherwise.

(b) Without limiting the foregoing, but subject to the terms and conditions herein (including Section 5.8(c)), the Company, Parent and each Merger Sub shall (i) promptly, but in no event later than six (6) months after the date of this Agreement, file the Application with the STB (provided, however, that if the STB issues an order or otherwise implements a regulatory change that materially impedes the filing of the Application, the Company, Parent and each Merger

Sub shall file the Application as reasonable in light of such order or regulatory change), (ii) as promptly as practicable and advisable, file any and all notification and report forms to the CNA and the FCC required under applicable Law with respect to the Mergers and the other transactions contemplated by this Agreement, and take all other actions necessary to cause the expiration or termination of any applicable waiting periods under applicable Law as soon as practicable after the date of this Agreement, (iii) cooperate with each other in (A) determining whether any other filings are required to be made with, or Consents are required to be obtained from, or with respect to, any third parties or Governmental Entities, including under other applicable Antitrust Laws and Railroad Laws and/or in connection with the Company Approvals and Parent Approvals, in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby and (B) making all such filings as promptly as practicable and advisable and timely obtaining all such Consents, and (iv) use reasonable best efforts to take, or cause to be taken, all other actions and do, or cause to be done, all other things necessary, proper or advisable to consummate and make effective the transactions contemplated hereby, including using reasonable best efforts to take all such further action as may be necessary to resolve such objections, if any, as any Governmental Entity may assert under any Law (including in connection with the Company Approvals and Parent Approvals) with respect to the transactions contemplated hereby, and to avoid or eliminate each and every impediment under any Law that may be asserted by any Governmental Entity with respect to the Mergers so as to enable the Closing to occur prior to the End Date, including (A) proposing, negotiating, committing to and effecting, by consent decree, hold separate order or otherwise, the sale, divestiture, license, hold separate or disposition of any and all of the share capital or other equity interest, assets (whether tangible or intangible), products or businesses of Parent and its Subsidiaries or of the Company and its Subsidiaries, (B) otherwise taking or committing to take any actions that after the First Effective Time would limit Parent's or its Subsidiaries' (including the Second Surviving Company's) freedom of action with respect to, or their ability to retain, or otherwise agreeing to any restriction, requirement or limitation with respect to their or one or more of their Subsidiaries' (including the Second Surviving Company's) assets (whether tangible or intangible), products, or businesses, in each case as may be required in order to avoid the entry of, or to effect the dissolution of, any injunction, temporary restraining order or other order that would otherwise have the effect of preventing or delaying the Closing and (C) committing to take the actions set forth on Section 5.8(b)(iv)(C) of the Company Disclosure Schedules, subject to the limitations set forth therein (any such action or limitation described in this clause (iv), including (A), (B) and (C), each a "Restriction"). As used in this Agreement, the term "Requisite Regulatory Approvals" shall mean the STB Approval and the CNA Approval, and the term "Application" shall mean the application contemplated by 49 C.F.R. § 1180.4(c) with respect to the Mergers and the other transactions contemplated hereby.

(c) Notwithstanding anything to the contrary in Section 5.8(a), Section 5.8(b) or any other provision of this Agreement, in no event shall Parent or any of its Affiliates (including, for purposes of this sentence, the Company and its Subsidiaries, after giving effect to the Mergers) be required to take, or commit to take, or agree to or accept any (i) Non-Required Restriction (as such term is defined on Section 5.8(c) of the Company Disclosure Schedules), (ii) voting trust agreement or other similar agreement that has the effect of requiring the deposit of the outstanding shares of the Second Surviving Company into a voting trust or similar arrangement (a "Voting Trust Restriction") or (iii) material alteration of the conditions imposed on regulatory approval of transactions involving Parent or the Company, or their respective Subsidiaries, prior to the date of this Agreement (a "Prior Transaction Restriction") (any of the foregoing actions or limitations

described in clauses (i) through (iii), each a "Materially Burdensome Regulatory Condition"). Neither the Company nor any of its Subsidiaries shall be required to become subject to, or consent or agree to or otherwise take any action with respect to, any requirement, condition, understanding, agreement or order to sell, divest, license, hold separate or otherwise dispose of, or to conduct, restrict, operate, invest or otherwise change the assets, operations or business of the Company or any of its Subsidiaries, unless such requirement, condition, understanding, agreement or order is binding on or otherwise applicable to the Company or its Subsidiaries only from and after the First Effective Time in the event that the Closing occurs and is expressly permitted pursuant to this Section 5.8. The Company and its Subsidiaries shall not agree to any such actions without the prior written consent of Parent which, subject to and without limiting Parent's obligations under this Section 5.8, may be granted or withheld in Parent's sole discretion.

(d) The Company, Parent and each Merger Sub shall cooperate and consult with each other in connection with the making of all registrations, filings, notifications, communications, submissions and any other actions pursuant to this Section 5.8(d), and, subject to applicable legal limitations and the instructions of any Governmental Entity, the Company, on the one hand, and Parent and each Merger Sub, on the other hand, shall keep each other apprised of the status of matters relating to the completion of the transactions contemplated hereby, including promptly informing and furnishing the other with copies of notices or other communications received or given by the Company or Parent, as the case may be, or any of their respective Subsidiaries, from or to any third party and/or any Governmental Entity with respect to such transactions. Subject to applicable Law relating to the exchange of information, the Company, on the one hand, and Parent and each Merger Sub, on the other hand, shall permit counsel for the other party reasonable opportunity to review in advance, and consider in good faith the views of the other party in connection with, any proposed notifications or filings and any written communications or submissions, and with respect to any such notification, filing, written communication or submission, any documents submitted therewith to any Governmental Entity (except for any exhibits to such communications providing the personal identifying information required by 31 C.F.R. Section 800.502(c)(5)(vi) or that otherwise is requested by any Governmental Entity to remain confidential from the other parties); provided, that materials may be redacted (i) to remove references concerning the valuation of the businesses of the Company and its Subsidiaries, or proposals from third parties with respect thereto, (ii) as necessary to comply with contractual agreements and (iii) as necessary to address reasonable privilege or confidentiality concerns; provided, further that each party may reasonably designate any competitively sensitive material provided to the other under this Section 5.8 as "Outside Counsel Only Material" which such material and the information contained therein shall be given only to the outside antitrust counsel of the recipient and will not be disclosed by such outside counsel to employees, officers or directors of the recipient unless express permission is obtained in advance from the source of the materials (Parent on the one hand or the Company on the other) or its legal counsel. The parties shall take reasonable efforts to share information protected from disclosure under the attorney-client privilege, work product doctrine, joint defense privilege or any other privilege pursuant to this Section 5.8 in a manner so as to preserve the applicable privilege. Each of Parent and the Merger Subs agrees not to initiate, and each of the Company, Parent and the Merger Subs agrees not to participate in, any meeting or discussion, either in person or by telephone or videoconference, with any Governmental Entity in connection with the proposed transactions unless it consults with the other party in advance and, to the extent not prohibited by such Governmental Entity, gives the other party the opportunity to attend and participate. In the

event that any information in the filings submitted pursuant to this Section 5.8(d) or any such supplemental information furnished in connection therewith is deemed confidential by either party, the parties shall maintain the confidentiality of the same, and the parties shall seek authorization from the applicable Governmental Entity to withhold such information from public view.

(e) Subject to the obligations of this Section 5.8, Parent shall, in its sole discretion, devise and implement the strategy and timing for obtaining any Consents required under any applicable Law in connection with the transactions contemplated by this Agreement and Parent shall, for the avoidance of doubt, have the final authority in its sole discretion over all decisions in respect of all matters addressed in this Section 5.8, including the development, presentation and conduct of, and all decisions with respect to, the matters relating to obtaining the Requisite Regulatory Approvals, including any decisions with respect to timing, content, negotiations and any communications regarding any Restrictions. Parent shall take the lead in all meetings and communications with any Governmental Entity in connection with obtaining such Consents; provided, that Parent shall consult in advance with the Company and in good faith take the Company's views into account regarding the overall strategy and timing. The Company and its Subsidiaries shall not (i) initiate any such discussions or proceedings with any Governmental Entity, or (ii) take or agree to take any actions (other than any ministerial actions including preparatory activities and discussions involving only the Company and its Representatives) or agree to any restrictions or conditions with respect to obtaining any Consents in connection with the Mergers and the other transactions contemplated by this Agreement without the prior written consent of Parent, other than, in each case, as expressly permitted or expressly required to be taken by the Company and its Subsidiaries pursuant to this Section 5.8. For the avoidance of doubt, all references to this Section 5.8 in this Agreement shall be deemed to include Section 5.8 of the Company Disclosure Schedules.

(f) In furtherance and not in limitation of the other covenants of the parties contained in this Section 5.8, if any administrative or judicial action or proceeding, including any proceeding by a private party, is instituted (or threatened to be instituted) challenging any transaction contemplated by this Agreement, each of the Company, Parent and the Merger Subs shall cooperate in all respects with each other and shall contest and resist any such Action or proceeding and to have vacated, lifted, reversed or overturned any Action, decree, judgment, injunction or other Order, whether temporary, preliminary or permanent, that is in effect and that prohibits, prevents or restricts consummation of the Mergers and the other transactions contemplated by this Agreement.

Section 5.9 Takeover Statute. If any "fair price," "moratorium," "control share acquisition" or other form of anti-takeover statute or regulation shall become applicable to the transactions contemplated hereby, each of the Company, Parent and Merger Subs and the members of their respective boards of directors shall grant such approvals and take such actions as are reasonably necessary so that the transactions contemplated hereby may be consummated as promptly as practicable on the terms contemplated hereby and otherwise act to eliminate or minimize the effects of such statute or regulation on the transactions contemplated hereby.

Section 5.10 Public Announcements. The Company, on the one hand, and Parent and the Merger Subs, on the other hand, shall consult with and provide each other a reasonable opportunity to review and comment on, and consider in good faith any reasonable comments by the other party

on, any press release or other public statement or comment prior to the issuance of such press release or other public statement or comment relating to this Agreement or the transactions contemplated hereby and shall not issue any such press release or other public statement or comment prior to such consultation, except as may be required by applicable Law or by obligations pursuant to any listing agreement with any national securities exchange or as may be requested by a Governmental Entity; provided, that the restrictions in this Section 5.10 shall not apply (a) subject to Section 5.4, to any Company press release or other public statement regarding a Company Alternative Proposal and matters related thereto or a Company Change of Recommendation, (b) subject to Section 5.5, to any Parent press release or other public statement regarding a Parent Alternative Proposal and matters related thereto or a Parent Change of Recommendation, (c) in connection with any dispute between the parties regarding this Agreement, the Mergers or the other transactions contemplated hereby or (d) to any statements made by the Company or Parent in response to questions by the press, analysts, investors or those participating in investor calls or industry conferences, so long as such statements are consistent with information previously disclosed in previous press releases, public disclosures or public statements made by the Company and/or Parent in compliance with this Section 5.10. Parent and the Company agree to issue a joint press release as the first public disclosure of this Agreement.

Section 5.11 Indemnification and Insurance.

(a) Parent, each Merger Sub and the Company agree that, for a period of six (6) years after the First Effective Time, all rights to exculpation, indemnification and advancement of expenses now existing in favor of the current or former directors or officers, as the case may be, of the Company or its Subsidiaries as provided in their respective certificates of incorporation, bylaws or other organizational documents or in any indemnification agreements made available to Parent prior to the date of this Agreement shall survive the Mergers and shall continue at and after the First Effective Time in full force and effect. For a period of six (6) years after the First Effective Time, Parent and the Second Surviving Company shall maintain in effect the exculpation, indemnification and advancement of expenses provisions of the Company and its Subsidiaries' certificates of incorporation, bylaws or similar organizational documents in effect as of the date of this Agreement and any indemnification agreements of the Company or any of its Subsidiaries with any of their respective directors or officers made available to Parent prior to the date of this Agreement, and shall not amend, repeal or otherwise modify any such provisions in any manner that would adversely affect the rights thereunder of any individuals who at the First Effective Time were current or former directors or officers of the Company or any of its Subsidiaries; provided, that all rights to indemnification in respect of any Proceeding pending or asserted or any claim made within such period shall continue until the final disposition of such Proceeding or resolution of such claim, even if beyond such six-year period.

(b) The Second Surviving Company shall, and Parent shall cause the Second Surviving Company to, to the fullest extent permitted under applicable Law and the Company and its Subsidiaries' certificates of incorporation, bylaws or similar organizational documents in effect as of the date of this Agreement and any indemnification agreements made available to Parent prior to the date of this Agreement, indemnify and hold harmless (and advance funds in respect of each of the foregoing or any related expenses) each current and former director or officer of the Company or any of its Subsidiaries and each Person who served as a director, officer, member, trustee or fiduciary of another corporation, partnership, joint venture, trust, pension or other

employee benefit plan or enterprise at the written request of the Company or its Subsidiaries (each, together with such Person's heirs, executors or administrators, and successors and assigns, an "Indemnified Party") against any costs or expenses (including reasonable attorneys' fees and expenses in advance of the final disposition of any Proceeding to each Indemnified Party), judgments, fines, losses, claims, damages, obligations, costs, liabilities and amounts paid in settlement in connection with any actual or threatened claim, action, suit, proceeding or investigation, whether civil, criminal, administrative or investigative (a "Proceeding"), arising out of, relating to or in connection with any action or omission occurring or alleged to have occurred at or prior to the First Effective Time (including acts or omissions in connection with such Persons serving as an officer, director, employee or other fiduciary of any entity if such service was at the request or for the benefit of the Company or its Subsidiaries), whether asserted or claimed prior to, at or after the First Effective Time. In the event of any such Proceeding, the Second Surviving Company shall cooperate with the Indemnified Party in the defense of any such Proceeding.

(c) For a period of six (6) years from the First Effective Time, Parent and the Second Surviving Company shall cause to be maintained in effect the current policies of directors' and officers' liability insurance and fiduciary liability insurance maintained by the Company and its Subsidiaries with respect to matters arising on or before the First Effective Time; provided, that Parent and the Second Surviving Company shall not be required to pay an aggregate annual premium in excess of 300% of the last aggregate annual premium paid by the Company prior to the date of this Agreement in respect of such coverage required to be maintained pursuant hereto, but in such case shall purchase as much coverage as reasonably practicable for such amount. In lieu of the foregoing, the Company shall, at Parent's request and in reasonable consultation with Parent, purchase, prior to the First Effective Time, six-year prepaid "tail" insurance on terms and conditions providing substantially equivalent benefits as the current policies of directors' and officers' liability and fiduciary liability insurance maintained by the Company and its Subsidiaries with respect to matters arising on or before the First Effective Time, including with respect to the transactions contemplated hereby; provided, that the Company shall not commit or spend on such "tail" insurance, in the aggregate, more than 300% of the last aggregate annual premium paid by the Company prior to the date of this Agreement for the Company's current policies of directors' and officers' liability and fiduciary liability insurance, and if the cost of such "tail" insurance would otherwise exceed such amount, the Company shall purchase, in consultation with Parent, as much coverage as reasonably practicable for up to such limit. Parent and the Second Surviving Company shall cause such insurance to be maintained in full force and effect, for its full term, and cause all obligations thereunder to be honored by the Second Surviving Company.

(d) Parent shall pay all reasonable expenses, including reasonable attorneys' fees, that may be incurred by any Indemnified Party in enforcing the indemnity and other obligations provided in this Section 5.11.

(e) The rights of each Indemnified Party hereunder shall be in addition to, and not in limitation of, any other rights such Indemnified Party may have under the certificates of incorporation, bylaws or other organizational documents of the Company, any of its Subsidiaries or the Second Surviving Company, any other indemnification arrangement, the VSCA, the VLLCA or otherwise. The provisions of this Section 5.11 shall survive the consummation of the Mergers and expressly are intended to benefit, and are enforceable by, each of the Indemnified Parties.

(f) In the event that Parent, the Second Surviving Company or any of their respective successors or assigns (i) consolidates with or merges into any other Person and shall not be the continuing or surviving corporation or entity in such consolidation or merger or (ii) transfers all or substantially all of its properties and assets to any Person, then, and in either such case, proper provision shall be made so that the successors and assigns of Parent or the Second Surviving Company, as the case may be, shall assume their respective obligations set forth in this Section 5.11.

Section 5.12 Financing Cooperation.

(a) The Company shall use its reasonable best efforts, and shall cause each of its Subsidiaries to use its reasonable best efforts, and each of them shall use their reasonable best efforts to cause their respective Representatives to use their reasonable best efforts, to provide customary cooperation, to the extent reasonably requested by Parent in writing, in connection with the offering, arrangement, syndication, consummation, issuance or sale of any debt financing required to fund the Financing Amounts (the "Debt Financing") (provided, that such requested cooperation does not unreasonably interfere with the ongoing operations of the Company or any of its Subsidiaries), including, to the extent so requested, using reasonable best efforts to:

(i) furnish promptly to Parent the Financing Information;

(ii) assist Parent in its preparation of pro forma financial statements and pro forma information to the extent necessary or reasonably requested by Parent in connection with any Debt Financing;

(iii) provide reasonable and customary assistance to Parent in the preparation of (A) customary offering documents, offering memoranda, offering circulars, private placement memoranda, registration statements, prospectuses, syndication documents and other syndication materials, including information memoranda, lender and investor presentations, bank books and other marketing documents, and similar documents for any portion of the Debt Financing and (B) materials for rating agency presentations which, in each case, as is customary and appropriate, may incorporate by reference periodic and current reports filed by the Company with the SEC;

(iv) make senior management of the Company and its Subsidiaries available, at reasonable times and locations and upon reasonable prior notice, to participate in meetings (including one-on-one conference or virtual calls with Financing Parties and potential Financing Parties), drafting sessions, presentations, road shows, rating agency presentations and due diligence sessions and other customary syndication activities, provided, at the Company's option in consultation with Parent, any such meeting or communication may be conducted virtually by videoconference or other media;

(v) cause the Company's independent registered accounting firm to provide customary assistance, including by using reasonable best efforts to cause the Company's independent registered accounting firm (A) to provide customary comfort letters (including "negative assurance" comfort), in each case in customary form in connection with any capital markets transaction comprising a part of the Debt Financing,

including at the time of pricing and closing, to the applicable Financing Parties, (B) if required, provide consents with respect to financial statements for the Company and its Subsidiaries for inclusion or incorporation by reference in documents referred to in clause (iii) of this Section 5.12(a) and (C) participate in a reasonable number of due diligence and drafting sessions; provided, at the Company's option, any such session may be conducted virtually by videoconference or other media, and including by using reasonable best efforts to provide customary representation letters to the extent required by such independent registered accounting firm in connection with the foregoing;

(vi) provide customary authorization letters authorizing the distribution of Company information to prospective lenders in connection with any syndicated bank financing;

(vii) assist in obtaining or updating corporate and facility credit ratings;

(viii) assist in the negotiation, preparation and, substantially concurrently with, conditioned upon, and effective subject to the occurrence of, the Closing, execution of any credit agreement, indenture, note, purchase agreement, underwriting agreement, guarantees and customary closing certificates, as may be reasonably requested by Parent, in each case as contemplated in connection with the Debt Financing;

(ix) cooperate with internal and external counsel of Parent in connection with providing customary back-up certificates and factual information regarding any legal opinion that such counsel may be required to deliver in connection with the Debt Financing;

(x) cooperate with the due diligence requests of Parent and providing access to documents and other information in connection with customary due diligence investigations;

(xi) deliver, prior to Closing, to the extent reasonably requested in writing in advance thereof, all documentation and other information regarding the Company and its Subsidiaries that any Financing Party reasonably determines is required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including the USA PATRIOT Act of 2001, and, to the extent required by any Financing Party, a beneficial ownership certificate (substantially similar in form and substance to the form of Certification Regarding Beneficial Owners of Legal Entity Customers published jointly, in May 2018, by the Loan Syndications and Trading Association and Securities Industry and Financial Markets Association) in respect of any of the Company or any of its Subsidiaries that qualifies as a "legal entity customer" under the Beneficial Ownership Regulation (31 C.F.R. § 1010.230);

(xii) at Parent's written request, cooperate with and use reasonable best efforts to provide all reasonable assistance to Parent with respect to (A) the prepayment of some or all amounts outstanding under the Company Existing Indebtedness, including (x) using reasonable best efforts to prepare and submit customary notices in respect of any such prepayment provided that such prepayment shall be contingent upon the occurrence

of the Closing, and (y) using reasonable best efforts to obtain from the lenders or agents, as applicable, under the Company Existing Indebtedness customary payoff letters in respect of such Company Existing Indebtedness and (B) the matters set forth on Section 5.12(a)(xii) of the Company Disclosure Schedules;

(xiii) consent to the use of the Company's and its Subsidiaries' logos in connection with the Debt Financing; provided that such logos are used solely in a manner that is not intended to, nor reasonably likely to, harm or disparage the Company or its Subsidiaries or the Company's or its Subsidiaries' reputation or goodwill; and

(xiv) cause the Company and its Subsidiaries to facilitate the taking of all reasonable and customary corporate action, limited liability company action or other organizational action, as applicable, none of which shall become effective prior to the Closing, necessary to permit and/or authorize the consummation of the Debt Financing.

(b) The foregoing notwithstanding, none of the Company nor any of its Subsidiaries shall be required to take or permit the taking of any action pursuant to this Section 5.12 that would: (i) require the Company or its Subsidiaries or any persons who are officers or directors of such entities to pass resolutions or consents to approve or authorize the execution of the Debt Financing or enter into, execute or deliver any certificate, document, instrument or agreement (except for the authorization letters contemplated by Section 5.12(a)(vi)) unless (x) such officers or directors are to remain as directors and/or officers of the Company or the applicable Subsidiaries on and after the Closing Date and (2) the effectiveness thereof is contingent upon and effective after the Closing, (ii) cause any representation or warranty in this Agreement to be breached by the Company or any of its Subsidiaries, (iii) require the Company or any of its Subsidiaries to (x) pay any commitment or other similar fee prior to the Closing, (y) incur any other expense, liability or obligation which expense, liability or obligation is not reimbursed or indemnified hereunder in connection with the Debt Financing prior to the Closing or (z) have any obligation of the Company or any of its Subsidiaries under any agreement, certificate, document or instrument be effective until the Closing, (iv) cause any director, officer, employee or shareholder of the Company or any of its Subsidiaries to incur any personal liability, (v) conflict with the Organizational Documents of the Company or any of its Subsidiaries or any applicable Laws, (vi) reasonably be expected to result in a material violation or material breach of, or a default (with or without notice, lapse of time, or both) under, any material Contract to which the Company or any of its Subsidiaries is a party, (vii) provide access to or disclose information that the Company or any of its Subsidiaries determines would jeopardize any attorney-client privilege or other applicable privilege or protection of the Company or any of its Subsidiaries, (viii) require the Company to prepare any financial statements or information (other than the Financing Information) that are not available to it and prepared in the ordinary course of its financial reporting practice, or (ix) require the Company to prepare or deliver any Excluded Information. Nothing contained in this Section 5.12 or otherwise shall require the Company or any of its Subsidiaries, prior to the Closing, to be an issuer or other obligor with respect to the Debt Financing. Parent shall, promptly on request by the Company, reimburse the Company or any of its Subsidiaries for all reasonable and documented out-of-pocket costs incurred by them or their respective Representatives in connection with such cooperation and shall indemnify and hold harmless the Company and its Subsidiaries and their respective Representatives from and against any and all losses suffered or incurred by them in connection with the arrangement of the Debt Financing, any

action taken by them at the request of Parent or its representatives pursuant to this Section 5.12 and any information used in connection therewith, other than to the extent any such costs or losses are the result of the gross negligence, bad faith or willful misconduct of the Company, its Subsidiaries or their respective Representatives.

(c) The parties hereto acknowledge and agree that the provisions contained in this Section 5.12 represent the sole obligation of the Company and its Subsidiaries with respect to cooperation in connection with the offering, arrangement, syndication, consummation, issuance or sale of any Debt Financing to be obtained by Parent with respect to the transactions contemplated by this Agreement, and no other provision of this Agreement (including the exhibits and schedules hereto) shall be deemed to expand or modify such obligations. In no event shall the receipt or availability of any funds or financing (including the Debt Financing) by Parent or any of its Affiliates or any other financing or other transactions be a condition to any of Parent's obligations under this Agreement. Notwithstanding anything to the contrary contained in this Agreement, the Company's breach of any of the covenants required to be performed by it under this Section 5.12 shall not be considered in determining the satisfaction of the condition set forth in Section 6.3(b), unless such breach is the primary cause of Parent being unable to obtain the proceeds of the Debt Financing at the Closing.

(d) All non-public or otherwise confidential information regarding the Company or any of its Affiliates obtained by Parent or its Representatives pursuant to this Section 5.12 shall be kept confidential in accordance with the Confidentiality Agreement; provided, that Parent shall be permitted to disclose such information to (i) prospective lenders and investors during syndication and marketing of the Debt Financing that agree to confidentiality undertakings customary for financing transactions of investment grade borrowers (including customary "click-through" confidentiality undertakings and confidentiality provisions contained in customary confidential information memoranda or other offering memoranda), (ii) on a confidential basis to rating agencies, (iii) in the case of any part of the Debt Financing consisting of debt securities, to the extent required to be included in any prospectus, private placement memorandum or other similar offering document in connection with the Debt Financing and (v) otherwise to the extent necessary and consistent with customary practices in connection with the Debt Financing subject to customary confidentiality arrangements reasonably satisfactory to the Company.

Section 5.13 Financing. Parent shall use its reasonable best efforts, and shall cause each of its Subsidiaries to use its reasonable best efforts, to take, or cause to be taken, all actions, and do, or cause to be done, all things necessary, proper or advisable to obtain funds sufficient to fund the Financing Amounts at or before the Closing. Parent shall keep the Company informed on a reasonably current basis of the status of its efforts to obtain funds sufficient to fund the Financing Amounts. The foregoing notwithstanding, compliance by Parent with this Section 5.13 shall not relieve Parent of its obligations to consummate the transactions contemplated by this Agreement whether or not the Debt Financing or any other financing is available.

Section 5.14 Stock Exchange De-listing; 1934 Act Deregistration Stock Exchange Listing.

(a) The Company shall cooperate with Parent and use its reasonable best efforts to take, or cause to be taken, all actions reasonably necessary, proper or advisable on its part under applicable Laws and rules and policies of the NYSE and the SEC to enable the de- listing by the Second Surviving Company of the Company Common Stock from the NYSE and the deregistration of the Company Common Stock under the Exchange Act as promptly as practicable after the First Effective Time.

(b) Parent shall use its reasonable best efforts to cause the shares of Parent Common Stock to be issued in the First Merger to be approved for listing on the NYSE, subject to official notice of issuance, prior to the First Effective Time.

Section 5.15 Rule 16b-3. Prior to the First Effective Time, the Company and Parent, and the Company Board and the Parent Board (or duly formed committees thereof consisting of non-employee directors (as such term is defined for the purposes of Rule 16b-3 promulgated under the Exchange Act)), shall take such actions as may be reasonably necessary or advisable to cause any dispositions of Company equity securities and any acquisition of Parent equity securities (in each case including derivative securities) pursuant to the transactions contemplated by this Agreement by each individual who is subject to the reporting requirements of Section 16(a) of the Exchange Act with respect to the Company or Parent to be exempt under Rule 16b-3 promulgated under the Exchange Act.

Section 5.16 Shareholder Litigation. Each of the Company and Parent shall keep the other reasonably informed of, and cooperate with such party in connection with, any shareholder litigation or claim against such party and/or its directors or officers relating to the Mergers or the other transactions contemplated by this Agreement. Without limiting the foregoing, the Company shall give Parent a reasonable opportunity to participate in the defense or settlement of any such litigation or claim and the Company shall not compromise or settle, or agree to compromise or settle, any shareholder litigation or claim arising or resulting from the transactions contemplated by this Agreement without the prior written consent of Parent (which shall not be unreasonably withheld, conditioned or delayed).

Section 5.17 Certain Tax Matters.

(a) The parties shall (and shall cause their respective Subsidiaries to) (i) use their respective reasonable best efforts to cause the Mergers, taken together, to qualify as a reorganization within the meaning of Section 368(a) of the Code and (ii) not take any action or fail to take any action if such action or such failure is intended or could reasonably be expected to prevent or impede the Mergers, taken together, from qualifying as a "reorganization" within the meaning of Section 368(a) of the Code. Parent and the Company intend to report, and intend to cause their respective Subsidiaries to report, the Mergers, taken together, as a reorganization within the meaning of Section 368(a) of the Code.

(b) Each of Parent and the Company will, upon reasonable request by the other, use their respective reasonable best efforts and reasonably cooperate with one another in connection with the issuance to Parent or the Company of an opinion of external counsel relating to the Intended Tax Treatment (including if the SEC requires an opinion regarding the Intended Tax Treatment to be prepared and submitted in connection with the declaration of effectiveness of

the Proxy Statement/Prospectus, such opinion to be prepared by Wachtell, Lipton, Rosen and Katz (or such other counsel as may be reasonably acceptable to each of Parent and the Company)). In connection with the foregoing, each of Parent and the Company shall use reasonable best efforts to deliver to the relevant counsel, upon reasonable request therefore, certificates (dated as of the necessary date and signed by an officer of the Company or Parent, as applicable), in form and substance reasonably acceptable to such counsel, containing customary representations reasonably necessary or appropriate for such counsel to render such opinion.

(c) Parent shall promptly notify the Company if, at any time before the First Effective Time, Parent becomes aware of the existence of any fact or circumstance that could reasonably be expected to prevent or impede the Mergers, taken together, from qualifying as a "reorganization" within the meaning of Section 368(a) of the Code.

(d) The Company shall promptly notify Parent if, at any time before the First Effective Time, the Company becomes aware of the existence of any fact or circumstance that could reasonably be expected to prevent or impede the Mergers, taken together, from qualifying as a "reorganization" within the meaning of Section 368(a) of the Code.

Section 5.18 Dividends. The Company shall coordinate with Parent the declaration, setting of record dates and payment dates of dividends on shares of Company Common Stock, subject to applicable Law and the approval of the Company Board and the Parent Board, as applicable, so that holders of shares of Company Common Stock do not receive dividends both on shares of Company Common Stock and Parent Common Stock received in the Mergers in respect of any calendar quarter or fail to receive a dividend on one of either shares of Company Common Stock or Parent Common Stock received in the Mergers for any calendar quarter.

Section 5.19 Merger Sub Shareholder Approvals. Promptly following the execution of this Agreement, Parent (in its capacity as sole shareholder of the Merger Subs) shall execute and deliver, in accordance with applicable Law and the applicable Merger Sub's articles of incorporation, articles of organization and bylaws, as applicable, a written consent approving and adopting this Agreement and the transactions contemplated thereby.

Section 5.20 Treatment of Company Existing Indebtedness. The Company shall use reasonable best efforts to deliver to Parent, at least four (4) Business Days prior to the Closing Date, drafts of, and on or prior to the Closing Date, executed copies of, customary payoff letters from the agent or lenders, as applicable, under the Company Existing Indebtedness (a) setting forth the amount required to pay off in full on the Closing Date the indebtedness and other obligations outstanding under the Company Existing Indebtedness and all other related loan documents (including, but not limited to, the outstanding principal, accrued and unpaid interest and prepayment and other penalties) (the "Payoff Amount"), (b) setting forth the wire transfer instructions for the payment of the Payoff Amount and (c) terminating the Company Existing Indebtedness and all other related loan documents, in each case, automatically upon receipt of the Payoff Amount. The Company shall, and shall cause its Subsidiaries to, use reasonable best efforts (in each case subject to the payment of the Payoff Amount) (x) to deliver to Parent (or the agent or lenders, as applicable, under the Company Existing Indebtedness, in the case of prepayment and termination notices) on or prior to the Closing (or on or prior to the date required under the Company Existing Indebtedness, in the case of prepayment and termination notices), in customary

form, all the documents, filings and notices required for the termination of the Company Existing Indebtedness.

Section 5.21 Transition. In order to facilitate the integration and the operations of the Company and Parent and their respective Subsidiaries and to permit the coordination of their related operations on a timely basis after the First Effective Time, and in an effort to accelerate to the earliest time possible after the First Effective Time the realization of synergies, operating efficiencies and other benefits expected to be realized as a result of the Mergers, the parties shall promptly after the date of this Agreement establish a transition planning team (the "Transition Team"), which shall consist of members of senior management of each of the Company and Parent and be responsible for facilitating a transition and integration planning process to ensure the successful combination of the operations of Parent and the Company. Subject to applicable Law, the Transition Team shall be responsible for developing and implementing a detailed action plan for the combination of the businesses from and after the First Effective Time and shall (i) confer on a regular and continued basis regarding the status of the transition and integration planning process (with reasonable frequency), (ii) communicate and consult with its members with respect to the manner in which the respective businesses will be conducted from and after the First Effective Time and (iii) coordinate human resources, information technology, operations (including rail network planning), finance and accounting integration. Parent shall consider in good faith the recommendations of the Transition Team in implementing the integration.

ARTICLE 6

CONDITIONS TO THE MERGERS

Section 6.1 Conditions to Obligation of Each Party to Effect the Mergers. The respective obligations of each party to effect the Mergers shall be subject to the satisfaction (or waiver by Parent and the Company to the extent permitted by applicable Law) at or prior to the Closing of the following conditions:

(a) The Company Shareholder Approval shall have been obtained.

(b) The Parent Shareholder Approval shall have been obtained.

(c) The Registration Statement shall have become effective in accordance with the provisions of the Securities Act and no stop order suspending the effectiveness of the Registration Statement shall have been issued by the SEC and remain in effect and no proceeding to that effect shall have been commenced.

(d) No injunction or similar Order by any court or other Governmental Entity of competent jurisdiction shall have been entered and shall continue to be in effect that prohibits or makes illegal the consummation of the Mergers.

(e) All Requisite Regulatory Approvals shall have been obtained and shall remain in full force and effect and all statutory waiting periods in respect thereof shall have expired or been terminated.

(f) The shares of Parent Common Stock to be issued in the First Merger shall have been approved for listing on the NYSE, subject to official notice of issuance.

Section 6.2 Conditions to Obligation of the Company to Effect the Mergers. The obligation of the Company to effect the Mergers is further subject to the satisfaction (or waiver by the Company to the extent permitted by applicable Law) of the following conditions:

(a) (i) The representations and warranties of Parent and each Merger Sub set forth in Section 4.2(a) and Section 4.17 shall be true and correct, at and as of the date of this Agreement and at and as of Closing, as if made at and as of such time (except to the extent expressly made as of an earlier date, in which case as of such date), in each case, except for *de minimis* inaccuracies; (ii) the representations and warranties of Parent and each Merger Sub set forth in Section 4.11(a) shall be true and correct in all respects, at and as of the date of this Agreement and at and as of Closing, as if made at and as of such time; (iii) the representations and warranties of Parent and each Merger Sub set forth in the first sentence of Section 4.1(a), Section 4.2(b), Section 4.3(a), Section 4.3(b) and Section 4.19 shall be true and correct in all material respects, at and as of the date of this Agreement and at and as of Closing, as if made at and as of such time (except to the extent expressly made as of an earlier date, in which case as of such date); and (iv) the other representations and warranties of Parent and each Merger Sub set forth in Article 4 shall be true and correct at and as of the date of this Agreement and at and as of Closing, as if made at and as of such time (except to the extent expressly made as of an earlier date, in which case as of such date), except with respect to this clause (iv) where the failure of such representations and warranties to be so true and correct (for purposes of this Section 6.2(a), without giving effect to any materiality, Parent Material Adverse Effect or similar qualifications therein, other than in Section 4.11(a)) would not have or would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect.

(b) Parent and each Merger Sub shall have performed in all material respects all obligations and complied in all material respects with all covenants required by this Agreement to be performed or complied with by them prior to the Closing.

(c) Since the date of this Agreement, there shall not have occurred any event, change, occurrence, effect or development that has had, or is reasonably likely to have, a Parent Material Adverse Effect that is continuing.

(d) Parent shall have delivered to the Company a certificate, dated as of the Closing Date and signed by its Chief Executive Officer or another senior officer, certifying to the effect that the conditions set forth in Section 6.2(a), Section 6.2(b) and Section 6.2(c) have been satisfied.

Section 6.3 Conditions to Obligations of Parent and Merger Subs to Effect the Mergers. The obligations of Parent and each Merger Sub to effect the Mergers are further subject to the satisfaction (or waiver by Parent to the extent permitted by applicable Law) of the following conditions:

(a) (i) The representations and warranties of the Company set forth in Section 3.2(a) (other than the last sentence thereof) shall be true and correct, at and as of the date

of this Agreement and at and as of Closing, as if made at and as of such time (except to the extent expressly made as of an earlier date, in which case as of such date), except for *de minimis* inaccuracies; (ii) the representations and warranties of the Company set forth in Section 3.14(a) shall be true and correct in all respects, at and as of the date of this Agreement and at and as of Closing, as if made at and as of such time; (iii) the representations and warranties of the Company set forth in the first sentence of Section 3.1(a), Section 3.2(b), Section 3.3(a), Section 3.3(b) and Section 3.27 shall be true and correct in all material respects, at and as of the date of this Agreement and at and as of Closing, as if made at and as of such time (except to the extent expressly made as of an earlier date, in which case as of such date); and (iv) the other representations and warranties of the Company set forth in Article 3 shall be true and correct in all respects at and as of the date of this Agreement and at and as of Closing, as if made at and as of such time (except to the extent expressly made as of an earlier date, in which case as of such date), except with respect to this clause (iv) where the failure of such representations and warranties to be so true and correct (for purposes of this Section 6.3(a), without giving effect to any materiality, Company Material Adverse Effect or similar qualifications therein, other than in Section 3.14(a) and Section 3.23) would not have or would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect.

(b) The Company shall have performed in all material respects all obligations and complied in all material respects with all covenants required by this Agreement to be performed or complied with by it prior to the Closing.

(c) Since the date of this Agreement, there shall not have occurred any event, change, occurrence, effect or development that has had, or is reasonably likely to have, a Company Material Adverse Effect that is continuing.

(d) The Company shall have delivered to Parent a certificate, dated as of the Closing Date and signed by its Chief Executive Officer or another senior officer, certifying to the effect that the conditions set forth in Section 6.3(a), Section 6.3(b) and Section 6.3(c) have been satisfied.

(e) No Requisite Regulatory Approvals shall have resulted in the imposition, individually or in the aggregate, of any Materially Burdensome Regulatory Condition.

(f) No injunction or similar Order by any court or other Governmental Entity of competent jurisdiction shall have been entered and shall continue to be in effect that imposes, individually or in the aggregate, a Materially Burdensome Regulatory Condition.

Section 6.4 Frustration of Closing Conditions. No party hereto may rely, either as a basis for not consummating the Mergers or terminating this Agreement and abandoning the Mergers, on the failure of any condition set forth in Section 6.1, Section 6.2 or Section 6.3, as the case may be, to be satisfied if such failure was caused by such party's material breach of any covenant or agreement of this Agreement.

ARTICLE 7

TERMINATION

Section 7.1 Termination or Abandonment. This Agreement may be terminated and abandoned prior to the First Effective Time, whether before or after any approval by the shareholders of the Company or the shareholders of Parent of the matters presented in connection with the Mergers:

(a) by the mutual written consent of the Company and Parent;

(b) by either the Company or Parent, if:

(i) (A) the First Effective Time shall not have occurred on or before January 28, 2028 (the "End Date") and (B) the party seeking to terminate this Agreement pursuant to this Section 7.1(b)(i) shall not have breached in any material respect its obligations under this Agreement in any manner that has been the primary cause of the failure to consummate the Mergers on or before such date; provided that, to the extent the condition to Closing set forth in Section 6.1(e) has not been satisfied or waived on or prior to the End Date, but all other conditions to Closing set forth in Article 6 have been satisfied or waived (except for Section 6.1(f) and those conditions that by their nature are to be satisfied at the Closing), the End Date shall be automatically extended by the aggregate number of days (if any) during which the process for obtaining the STB Approval following the prefiling notification pursuant to 49 C.F.R. § 1180.4(b) is extended due to (i) any Order by the STB requiring Parent and/or Company to submit additional information or (ii) the regulatory or statutory deadlines associated with the process for obtaining the STB Approval being suspended, tolled, or extended for any reason, and after having given effect to any extension under the foregoing clause (i) or (ii), for three (3) additional Business Days;

(ii) any Governmental Entity of competent jurisdiction shall have issued or entered an injunction or similar Order permanently enjoining or prohibiting the consummation of the Mergers, and such injunction or Order shall have become final and non-appealable; provided, that the party seeking to terminate this Agreement pursuant to this Section 7.1(b)(ii) shall not have breached in any material respect its obligations under this Agreement in any manner that has been the primary cause of such injunction or Order;

(iii) if the Company Shareholder Meeting (after giving effect to any adjournments or postponements thereof) shall have been held and been concluded and the Company Shareholder Approval shall not have been obtained; or

(iv) if the Parent Shareholder Meeting (after giving effect to any adjournments or postponements thereof) shall have been held and been concluded and the Parent Shareholder Approval shall not have been obtained;

(c) by the Company:

(i) if Parent or either Merger Sub shall have breached or failed to perform any of their representations, warranties, covenants or other agreements contained in this Agreement, which breach or failure to perform (A) would result in a failure of a condition set forth in Section 6.2(a) or Section 6.2(b) and (B) cannot be cured by the End Date or, if curable, is not cured within forty-five (45) Business Days following the Company's delivery of written notice to Parent stating the Company's intention to terminate this Agreement pursuant to this Section 7.1(c)(i) and the basis for such termination; provided, that the Company shall not have a right to terminate this Agreement pursuant to this Section 7.1(c)(i) if the Company is then in material breach of any representation, warranty, agreement or covenant contained in this Agreement;

(ii) prior to the receipt of the Parent Shareholder Approval, if the Parent Board shall have effected a Parent Change of Recommendation; or

(iii) prior to the receipt of the Parent Shareholder Approval, if Parent shall have materially breached Section 5.5;

(d) by Parent:

(i) if the Company shall have breached or failed to perform any of its representations, warranties, covenants or other agreements contained in this Agreement, which breach or failure to perform (A) would result in a failure of a condition set forth in Section 6.3(a) or Section 6.3(b) and (B) cannot be cured by the End Date or, if curable, is not cured within forty-five (45) Business Days following Parent's delivery of written notice to the Company stating Parent's intention to terminate this Agreement pursuant to this Section 7.1(d)(i) and the basis for such termination; provided, that Parent shall not have a right to terminate this Agreement pursuant to this Section 7.1(d)(i) if Parent or either Merger Sub is then in material breach of any representation, warranty, agreement or covenant contained in this Agreement;

(ii) prior to the receipt of the Company Shareholder Approval, if the Company Board shall have effected a Company Change of Recommendation; or

(iii) prior to the receipt of the Company Shareholder Approval, if the Company shall have materially breached Section 5.4.

Section 7.2 Effect of Termination. In the event of a valid termination of this Agreement pursuant to Section 7.1, the terminating party shall forthwith give written notice thereof to the other party or parties and this Agreement shall terminate, and the transactions contemplated hereby shall be abandoned, without further action by any of the parties hereto. In the event of a valid termination of this Agreement pursuant to Section 7.1, this Agreement shall forthwith become null and void and there shall be no liability or obligation on the part of the Company, Parent, either Merger Sub or their respective Subsidiaries or Affiliates, except that: (i) no such termination shall relieve any party of its obligation to pay the Company Termination Fee, the Parent Termination Fee or the Regulatory Termination Fee, as applicable, if, as and when required pursuant to Section 7.3; (ii) no such termination shall relieve any party for liability for such party's fraud or willful and material breach of any covenant or obligation contained in this Agreement prior to its

termination (in which case the aggrieved party shall be entitled to seek all rights and remedies available at law or in equity, including for the avoidance of doubt, in the case of the Company, damages based on the loss of premium offered to each holder of Company Common Stock, which damages the Company shall be entitled to retain); and (iii) the Confidentiality Agreement, the provisions of the last sentence of Section 5.12(b) and the provisions of Section 5.3(c), Section 5.12(c), this Section 7.2, Section 7.3 and Article 8 shall survive the termination hereof.

Section 7.3 Termination Fees.

(a) Company Termination Fee. If (A) this Agreement is terminated by Parent pursuant to Section 7.1(d)(ii), (B) this Agreement is terminated by the Company or Parent pursuant to Section 7.1(b)(iii) at a time when Parent had the right to terminate pursuant to Section 7.1(d)(ii), or (C) (x) after the date of this Agreement, a Company Alternative Proposal (substituting in the definition thereof "50%" for "10%" in each place each such term appears) is publicly proposed or publicly disclosed, and not publicly withdrawn at least two (2) Business Days, prior to the Company Shareholder Meeting (a "Company Qualifying Transaction"), (y) this Agreement is terminated by (1) the Company or Parent pursuant to Section 7.1(b)(iii) or, solely if the Company Shareholder Approval has not been obtained, Section 7.1(b)(i), or (2) Parent pursuant to Section 7.1(d)(i), and (z) concurrently with or within twelve (12) months after such termination, the Company (1) consummates a Company Qualifying Transaction or (2) enters into a definitive agreement providing for a Company Qualifying Transaction and later consummates such Company Qualifying Transaction, then the Company shall pay to Parent in consideration of Parent disposing of its rights hereunder (other than those rights set out in Section 7.2), by wire transfer of immediately available funds to an account designated in writing by Parent, a fee of $2,500,000,000 (two billion five hundred million dollars) in cash (the "Company Termination Fee"), such payment to be made, in the case of clause (A) above, within two (2) Business Days after such termination; in the case of clause (B) above, with respect to a termination by Parent, within two (2) Business Days after such termination, or with respect to a termination by the Company, concurrently with such termination; or in the case of clause (C) above, within two (2) Business Days after the consummation of such Company Qualifying Transaction; it being understood that in no event shall the Company be required to pay the Company Termination Fee on more than one occasion. On the payment by the Company of the Company Termination Fee as and when required by this Section 7.3(a), none of the Company, its Subsidiaries or their respective former, current or future officers, directors, partners, shareholders, managers, members, Affiliates and Representatives shall have any further liability with respect to this Agreement or the transactions contemplated hereby to Parent, either Merger Sub or their respective Affiliates or Representatives, except to the extent provided in Section 7.2.

(b) Parent Termination Fees.

(i) If this Agreement is terminated by the Company or Parent pursuant to any of (A) Section 7.1(b)(i), and at the time of such termination, (1) one or more of the conditions set forth in Section 6.1(d) (solely as a result of an injunction or Order entered or issued by a Governmental Entity pursuant to any Railroad Law, Antitrust Law or similar Law), Section 6.1(e), Section 6.3(e) or Section 6.3(f) has not been satisfied or waived and (2) all of the other conditions set forth in Section 6.1 and Section 6.3 have been satisfied or waived (except for Section 6.1(f) and those conditions that by their nature are to be

satisfied at the Closing; provided, that such conditions were then capable of being satisfied if the Closing had taken place), or (B) Section 7.1(b)(ii) (solely as the result of a final and non-appealable Order entered or issued by a Governmental Entity pursuant to any Railroad Law, Antitrust Law or similar Law), then Parent shall pay to the Company in consideration of the Company disposing of its rights hereunder (other than those rights set out in Section 7.2), by wire transfer of immediately available funds to an account designated in writing by the Company, a fee of $2,500,000,000 (two billion five hundred million dollars) in cash (the "Regulatory Termination Fee"), with such payment to be made within three (3) Business Days of such termination.

(ii) If (A) this Agreement is terminated by the Company pursuant to Section 7.1(c)(ii), (B) this Agreement is terminated by the Company or Parent pursuant to Section 7.1(b)(iv) at a time when the Company had the right to terminate pursuant to Section 7.1(c)(ii), or (C) (x) after the date of this Agreement, a Parent Alternative Proposal (substituting in the definition thereof "50%" for "10%" in each place each such term appears) is publicly proposed or publicly disclosed, and not publicly withdrawn at least two (2) Business Days, prior to the Parent Shareholder Meeting (a "Parent Qualifying Transaction"), (y) this Agreement is terminated by (1) the Company or Parent pursuant to Section 7.1(b)(iv) or, solely if the Parent Shareholder Approval has not been obtained, Section 7.1(b)(i), or (2) the Company pursuant to Section 7.1(c)(i), and (z) concurrently with or within twelve (12) months after such termination, Parent (1) consummates a Parent Qualifying Transaction or (2) enters into a definitive agreement providing for a Parent Qualifying Transaction and later consummates such Parent Qualifying Transaction, then Parent shall pay to the Company in consideration of the Company disposing of its rights hereunder (other than those rights set out in Section 7.2), by wire transfer of immediately available funds to an account designated in writing by the Company, a fee of $2,500,000,000 (two billion five hundred million dollars) in cash (the "Parent Termination Fee"), such payment to be made, in the case of clause (A) above, within two (2) Business Days after such termination; in the case of clause (B) above, with respect to a termination by the Company, within two (2) Business Days after such termination, or with respect to a termination by Parent, concurrently with such termination; or in the case of clause (C) above, within two (2) Business Days after the consummation of such Parent Qualifying Transaction; it being understood that in no event shall Parent be required to pay both the Parent Termination Fee and the Regulatory Termination Fee or either of the Parent Termination Fee or the Regulatory Termination Fee on more than one occasion.

(c) Acknowledgments. Each party acknowledges that the agreements contained in this Section 7.3 are an integral part of this Agreement and that, without Section 7.3(a), Parent would not have entered into this Agreement and that, without Section 7.3(b), the Company would not have entered into this Agreement. Accordingly, if the Company or Parent fails to promptly pay any amount due pursuant to this Section 7.3, the Company or Parent, as applicable, shall pay to Parent or the Company, respectively, all fees, costs and expenses of enforcement (including attorneys' fees as well as expenses incurred in connection with any action initiated seeking such payment), together with interest on the amount of the Company Termination Fee, the Parent Termination Fee or the Regulatory Termination Fee, as applicable, at the prime lending rate as published in the *Wall Street Journal*, in effect on the date such payment is required to be made. Notwithstanding anything to the contrary in this Agreement, the parties hereby acknowledge that

in the event that the Company Termination Fee, the Parent Termination Fee or the Regulatory Termination Fee becomes payable by, and is paid by, the Company to Parent or Parent to the Company, as applicable, such Company Termination Fee, Parent Termination Fee or Regulatory Termination Fee, as applicable shall be the receiving party's sole and exclusive remedy pursuant to this Agreement. The parties further acknowledge that none of the Company Termination Fee, the Parent Termination Fee or the Regulatory Termination Fee shall constitute a penalty but is in consideration for a disposition of the rights of the recipient under this Agreement and represents liquidated damages, in a reasonable amount that will compensate Parent or the Company, as applicable, in the circumstances (which do not involve fraud or willful and material breach by the other party of this Agreement) in which the Company Termination Fee, the Parent Termination Fee or the Regulatory Termination Fee, as applicable, is payable for the efforts and resources expended and opportunities foregone while negotiating this Agreement and in reliance on this Agreement and on the expectation of the consummation of the Mergers, which amount would otherwise be impossible to calculate with precision. The parties further acknowledge that the right to receive the Company Termination Fee, the Parent Termination Fee or the Regulatory Termination Fee, as applicable, shall not limit or otherwise affect any such party's right to specific performance as provided in Section 8.5.

ARTICLE 8

MISCELLANEOUS

Section 8.1 No Survival of Representations and Warranties. None of the representations, warranties, covenants and agreements in this Agreement or in any instrument delivered pursuant to this Agreement shall survive the consummation of the Mergers, except for covenants and agreements that contemplate performance after the First Effective Time or otherwise expressly by their terms survive the First Effective Time.

Section 8.2 Expenses. Except as set forth in Section 5.11, Section 5.12 or Section 7.3, whether or not the Mergers are consummated, all costs and expenses incurred in connection with the Mergers, this Agreement and the transactions contemplated hereby shall be paid by the party incurring or required to incur such expenses, except that all filing fees paid by any party in respect of any regulatory filing (including any and all filings under the Antitrust Laws and/or in respect of the Company Approvals or Parent Approvals) shall be borne by Parent. Except as otherwise provided in Section 2.2(b)(ii), all transfer, documentary, sales, use, stamp, registration and other similar Taxes and fees imposed with respect to, or as a result of, the Mergers shall be borne by Parent, the First Surviving Corporation or the Second Surviving Company, and expressly shall not be a liability of holders of Company Common Stock.

Section 8.3 Counterparts; Effectiveness. This Agreement may be executed in counterparts (including by electronic mail in "portable document format" (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document), each of which shall be an original, with the same effect as if the signatures thereto and hereto were on the same instrument. This Agreement shall become effective when one or more counterparts have been signed by each of the parties and delivered (by telecopy, facsimile, electronic mail or otherwise as authorized by the prior sentence) to the other parties.

Section 8.4 Governing Law; Jurisdiction. This Agreement shall be deemed to be made in and in all respects shall be governed by, interpreted and construed in accordance with the laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware (except that matters relating to the fiduciary duties of (x) the Company Board shall be subject to the laws of the State of Virginia and (y) the Parent Board shall be subject to the laws of the State of Utah). In addition, each of the parties hereto irrevocably agrees that any legal action or proceeding with respect to this Agreement and the rights and obligations arising hereunder, or for recognition and enforcement of any judgment in respect of this Agreement and the rights and obligations arising hereunder brought by the other party hereto or its successors or assigns, shall be brought and determined exclusively in the Delaware Court of Chancery or (and only if) such court finds it lacks subject matter jurisdiction, the Superior Court of the State of Delaware (Complex Commercial Division) provided that if the subject matter over the matter is the subject of the action or proceeding is vested exclusively in the United States federal courts, such action or proceeding shall be heard in the United States District Court for the District of Delaware (the "Chosen Courts"). Each of the parties hereto hereby irrevocably submits with regard to any such action or proceeding for itself and in respect of its property, generally and unconditionally, to the personal jurisdiction of the Chosen Courts and agrees that it shall not bring any action relating to this Agreement or any of the transactions contemplated by this Agreement in any court other than the Chosen Courts. Each of the parties hereto hereby irrevocably waives, and agrees not to assert as a defense, counterclaim or otherwise, in any action or proceeding with respect to this Agreement, (a) any claim that it is not personally subject to the jurisdiction of the Chosen Courts, (b) any claim that it or its property is exempt or immune from the jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (c) to the fullest extent permitted by the applicable Law, any claim that (i) the Action in such court is brought in an inconvenient forum, (ii) the venue of such Action is improper or (iii) this Agreement, or the subject matter hereof, may not be enforced in or by such courts. Each party hereto irrevocably consents to service of process inside or outside the territorial jurisdiction of the courts referred to in this Section 8.4 in the manner provided for notices in Section 8.7. Nothing in this Agreement shall affect the right of any party hereto to serve process in any other manner permitted by applicable Law.

Section 8.5 Specific Enforcement.

(a) The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. Each party agrees that, in the event of any breach or threatened breach by any other party of any covenant or obligation contained in this Agreement, the non-breaching party shall be entitled (in addition to any other remedy that may be available to it whether in law or equity, including monetary damages) to obtain (i) a decree or order of specific performance to enforce the observance and performance of such covenant or obligation and (ii) an injunction restraining such breach or threatened breach.

(b) Each party further agrees that no other party or any other Person shall be required to obtain, furnish or post any bond or similar instrument in connection with or as a

condition to obtaining any remedy referred to in this Section 8.5, and each party irrevocably waives any right it may have to require the obtaining, furnishing or posting of any such bond or similar instrument.

Section 8.6 WAIVER OF JURY TRIAL. EACH OF THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY MAKES THIS WAIVER VOLUNTARILY AND SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS CONTAINED IN THIS SECTION 8.6.

Section 8.7 Notices. Any notice required to be given hereunder shall be sufficient if in writing, and sent by email by reliable overnight delivery service (with proof of service), hand delivery or certified or registered mail (return receipt requested and first-class postage prepaid), addressed as follows:

To Parent or the Merger Subs:

Union Pacific Corporation
1400 Douglas Street, Stop 1580
Omaha, Nebraska 68179
Attention: V. James Vena
Christina B. Conlin

Email: JimVena@up.com
Christina.Conlin@up.com

with a copy (which shall not constitute notice) to:

Skadden, Arps, Slate, Meagher & Flom LLP
One Manhattan West
New York, NY 10001
Attention: Paul T. Schnell, Esq.
Brandon Van Dyke, Esq.
Dohyun Kim, Esq.
Email: Paul.Schnell@skadden.com
Brandon.VanDyke@skadden.com
Dohyun.Kim@skadden.com

And a copy (which shall not constitute notice) to:

Covington & Burling LLP
One CityCenter

850 Tenth Street, NW
Washington, DC 20001
Attention: Derek Ludwin, Esq.
Michael L. Rosenthal, Esq.
Email: dludwin@cov.com
mrosenthal@cov.com

To the Company:

Norfolk Southern Corporation
650 West Peachtree Street NW
Atlanta, Georgia 30308-1925
Attention: Mark R. George
Jason M. Morris
Email: Mark.George@nscorp.com
Jason.Morris2@nscorp.com

with a copy (which shall not constitute notice) to:

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, New York 10019
Attention: Edward D. Herlihy, Esq.
Jacob A. Kling, Esq.
Email: EDHerlihy@wlrk.com
JAKling@wlrk.com

or to such other address as a party shall specify by written notice so given, and such notice shall be deemed to have been delivered (a) when sent by email, (b) on proof of service when sent by reliable overnight delivery service, (c) on personal delivery in the case of hand delivery or (d) on receipt of the return receipt when sent by certified or registered mail. Any party to this Agreement may notify any other party of any changes to the address or any of the other details specified in this Section 8.7; provided, that such notification shall only be effective on the date specified in such notice or two (2) Business Days after the notice is given, whichever is later.

Section 8.8 Assignment; Binding Effect. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other parties. Subject to the preceding sentence, this Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

Section 8.9 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the sole extent of such invalidity or unenforceability without rendering invalid or unenforceable the remainder of such term or provision or the remaining terms and provisions of this Agreement in any jurisdiction.

If any provision of this Agreement is so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable.

Section 8.10 Entire Agreement; No Third-Party Beneficiaries. This Agreement (including the exhibits and schedules hereto), the Confidentiality Agreement and the Clean Team Agreement constitute the entire agreement, and supersede all other prior agreements and understandings, both written and oral, between the parties, or any of them, with respect to the subject matter hereof and thereof. Except for (a) the provisions of Article 2 (which, from and after the First Effective Time, shall be for the benefit of holders of the Company Common Stock (including Company Equity Awards) as of immediately prior to the First Effective Time), Section 5.11 (which, from and after the First Effective Time, shall be for the benefit of the Indemnified Parties), and the provisions of the last sentence of Section 5.12(b) (which shall be for the benefit of the express beneficiaries thereof) and (b) the rights of the Company, on behalf of the Company's shareholders (each of which are third party beneficiaries of this Agreement to the extent required for the provision to be enforceable), and the rights of Parent, on behalf of Parent's shareholders (each of which are third party beneficiaries of this Agreement to the extent required for this provision to be enforceable), to pursue specific performance as set forth in Section 8.5 or, if specific performance is not sought or granted as a remedy, seek damages (in which case the aggrieved party shall be entitled to seek all rights and remedies available at law or in equity, including for the avoidance of doubt, in the case of the Company, damages based on the loss of premium offered to each holder of Company Common Stock, which damages the Company shall be entitled to retain) in the event of fraud or willful and material breach of any provision of this Agreement (it being agreed that in no event shall any shareholder of the Company or Parent be entitled to enforce any of their rights, or any of the parties' obligations, under this Agreement directly in the event of any such breach, but rather that (x) the Company shall have the sole and exclusive right to do so in its sole and absolute discretion, as agent for the Company's shareholders, and (y) Parent shall have the sole and exclusive right to do so in its sole and absolute discretion, as agent for the Parent shareholders, and the Company or Parent, as applicable, may retain any amounts obtained in connection therewith), this Agreement is for the sole benefit of the parties hereto and their permitted assigns and nothing herein is intended to and shall not confer on any Person other than the parties hereto any rights or remedies hereunder. The representations and warranties in this Agreement are the product of negotiations among the parties. Any inaccuracies in such representations and warranties are subject to waiver by the parties in accordance with Section 8.11 without notice or liability to any other Person. In some instances, the representations and warranties in this Agreement may represent an allocation among the parties of risks associated with particular matters regardless of the knowledge of any of the parties. Consequently, Persons other than the parties may not rely upon the representations and warranties in this Agreement as characterizations of actual facts or circumstances as of the date of this Agreement or as of any other date.

Section 8.11 Amendments; Waivers. At any time prior to the First Effective Time, whether before or after receipt of the Company Shareholder Approval and the Parent Shareholder Approval, any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by the Company, Parent and each Merger Sub, or in the case of a waiver, by the party against whom the waiver is to be effective; provided, that (a) after receipt of the Company Shareholder Approval, if any such amendment or waiver shall by applicable Law or in accordance with the rules and regulations of

the NYSE require further approval of the shareholders of the Company, the effectiveness of such amendment or waiver shall be subject to the approval of the shareholders of the Company and (b) after receipt of the Parent Shareholder Approval, if any such amendment or waiver shall by applicable Law or in accordance with the rules and regulations of the NYSE require further approval of the shareholders of Parent, the effectiveness of such amendment or waiver shall be subject to the approval of the shareholders of Parent. The foregoing notwithstanding, no failure or delay by any party in exercising any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise of any other right hereunder. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by Law.

Section 8.12 Headings. Headings of the Articles and Sections of this Agreement are for convenience of the parties only and shall be given no substantive or interpretive effect whatsoever. The table of contents to this Agreement is for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 8.13 Interpretation. When a reference is made in this Agreement to an Article or Section, such reference shall be to an Article or Section of this Agreement unless otherwise indicated. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. Unless otherwise specified, all references herein to "$" or "dollars" shall be to U.S. dollars. Except as otherwise indicated, all references herein to the Subsidiaries of a Person shall be deemed to include all direct and indirect Subsidiaries of such Person unless otherwise indicated or the context otherwise requires. All terms defined in this Agreement shall have the defined meanings when used in any certificate or other document made or delivered pursuant thereto unless otherwise defined therein. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such terms. Any agreement defined or referred to herein or in any schedule that is referred to herein means such agreement as from time to time amended, modified or supplemented, including by waiver or consent, together with any addenda, schedules or exhibits to, any purchase orders or statements of work governed by, and any "terms of services" or similar conditions applicable to, such agreement. Any specific law defined or referred to herein or in any schedule that is referred to herein means such law as from time to time amended and to any rules or regulations promulgated thereunder. Each of the parties has participated in the drafting and negotiation of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement must be construed as if it is drafted by all the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of authorship of any of the provisions of this Agreement. Any obligation of the Company or Parent contained in this Agreement to take any action, or refrain from taking any action, shall, with respect to Company's or Parent's, as applicable, joint ventures and non-wholly owned Subsidiaries, solely apply to the extent within the Company's or Parent's control, as applicable.

Section 8.14 Obligations of Merger Subs. Whenever this Agreement requires either Merger Sub or any other Subsidiary of Parent to take any action, such requirement shall be deemed to include an undertaking on the part of Parent to cause such Merger Sub or such Subsidiary, as

applicable, to take such action. Whenever this Agreement requires a Subsidiary of the Company to take any action, such requirement shall be deemed to include an undertaking on the part of the Company to cause such Subsidiary to take such action, and after the First Effective Time, on the part of the First Surviving Corporation or the Second Surviving Company, as applicable, to cause such Subsidiary to take such action.

Section 8.15 Definitions. For purposes of this Agreement, the following terms (as capitalized below) shall have the following meanings when used herein:

"Action" means a claim, action, suit, or proceeding, whether civil, criminal, or administrative.

"Affiliates" means, with respect to any Person, any other Person that, directly or indirectly, controls, or is controlled by, or is under common control with, such Person. As used in this definition, "control" (including, with its correlative meanings, "controlled by" and "under common control with") shall mean the possession, directly or indirectly, of the power to direct or cause the direction of management or policies of a Person, whether through the ownership of securities or partnership or other ownership interests, by contract or otherwise.

"AI Technologies" means any machine-based artificial intelligence systems that generate outputs, predictions, content, recommendations, or decisions using any "large language model," "foundation model," "machine learning," "deep learning," or "natural language processing," and includes any definition provided by applicable Law for "artificial intelligence," "generative artificial intelligence," or any similar term.

"Antitrust Laws" means the Sherman Antitrust Act of 1890, the Clayton Antitrust Act of 1914, the HSR Act, the Federal Trade Commission Act of 1914, and all other applicable supranational, national, federal, state, county, local or foreign antitrust, competition or trade statutes, rules, regulation, Orders, decrees, administrative and judicial doctrines and other Laws that are designed or intended to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade or lessening competition through merger or acquisition, regulate foreign investments.

"beneficial owner" means, with respect to any securities, any Person who, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, has or shares (a) voting power, which includes the power to vote, or to direct the voting of, such security; and/or (b) investment power, which includes the power to dispose, or to direct the disposition, of such security; and shall otherwise be interpreted in accordance with the term "beneficial owner" as defined in Rule 13d-3 adopted by the SEC under the Exchange Act. The terms "beneficial ownership," "beneficially own" and "beneficially owned" shall have a correlative meaning.

"Business Day" means any day other than a Saturday, Sunday or a day on which the banks in New York, New York are authorized by law or executive order to be closed.

"CNA" means the Comisión Nacional Antimonopolio (the Mexican National Antitrust Commission) or its predecessor agencies (the Comisión Federal de Competencia Económica (COFECE) and the Instituto Federal de Telecomunicaciones (IFT)) or any successor agency.

"Commercial Paper Program" means the commercial paper program established pursuant to the Commercial Paper Dealer Agreements, each dated as of June 21, 2024, among the Company, as issuer, and each of Citigroup Global Markets Inc., Wells Fargo Securities, LLC and BofA Securities, Inc., together with all related documents, instruments, guarantees, and agreements, under which the issuer may issue and sell, and the dealers may arrange for the sale of, short-term promissory notes in an aggregate principal amount outstanding at any time not to exceed $800,000,000, and all obligations, liabilities, and indebtedness arising thereunder.

"Company Benefit Plans" means all employee or director compensation and/or pension or other benefit plans, programs, policies, agreements or other arrangements, including any "employee welfare plan" within the meaning of Section 3(1) of ERISA, any "employee pension benefit plan" within the meaning of Section 3(2) of ERISA (whether or not such plan is subject to ERISA), and any bonus, incentive, deferred compensation, vacation, stock purchase, stock option, severance, employment, change of control or fringe benefit plan, program or agreement (other than any Multiemployer Plan), in each case that are sponsored, maintained or contributed to by the Company or any of its Subsidiaries for the benefit of current or former employees or directors of the Company or its Subsidiaries and are not otherwise required to be sponsored, maintained or contributed to by applicable Law.

"Company Common Stock" means the common stock, par value $1.00 per share, of the Company.

"Company Equity Awards" means Company Options, Company RSUs and Company PSUs.

"Company Existing Indebtedness" means (a) that certain Amended and Restated Credit Agreement, dated as of January 26, 2024 (as amended, restated, amended and restated or otherwise modified from time to time), among the Company, the lenders from time to time party thereto, and Wells Fargo Bank, N.A., as administrative agent and swingline lender, (b) the Commercial Paper Program and (c) the Receivables Securitization Facility.

"Company Intellectual Property" means all Intellectual Property owned or purported to be owned by the Company or any of its Subsidiaries.

"Company IT Assets" means all IT Assets owned or purported to be owned by the Company or any of its Subsidiaries.

"Company Labor Agreement" means any collective bargaining agreement or other agreement with a labor or trade union, works council or like organization to which the Company or any of its Subsidiaries is a party or is otherwise bound.

"Company Material Adverse Effect" means an event, change, occurrence, effect or development that (x) has a material adverse effect on the business, operations or financial condition of the Company and its Subsidiaries, taken as a whole, or (y) would prevent, materially delay or materially impair the ability of the Company to consummate the transactions contemplated by this Agreement (including the Mergers), but, solely in the case of clause (x), shall not include events, changes, occurrences, effects or developments relating to or resulting from (a) changes in general economic or political conditions or the securities, equity, credit or financial

markets in general, or changes in or affecting domestic or foreign interest or exchange rates, (b) any decline in the market price or trading volume of the Company Common Stock or any change in the credit rating of the Company or any of its securities (provided, that the facts and circumstances underlying any such decline or change may be taken into account in determining whether a Company Material Adverse Effect has occurred to the extent not otherwise excluded by the definition thereof), (c) changes or developments in the industries in which the Company or its Subsidiaries operate, (d) changes in Law or the interpretation or enforcement thereof after the date of this Agreement, (e) the execution, delivery or performance of this Agreement or the public announcement or pendency or consummation of the Mergers or other transactions contemplated hereby, including the impact thereof on the relationships, contractual or otherwise, of the Company or any of its Subsidiaries with employees, partnerships, customers or suppliers or Governmental Entities (provided that the exception in this clause (e) shall not apply to references of "Company Material Adverse Effect" in the representations and warranties contained in Section 3.3), (f) the identity of Parent or any of its Affiliates as the acquiror of the Company, (g) compliance with the terms of, or the taking or omission of any action required by this Agreement or consented to (after disclosure to Parent of all material and relevant facts and information) or requested by Parent in writing, (h) any act of civil unrest, civil disobedience, war, terrorism, cyberterrorism, military activity, sabotage or cybercrime, including an outbreak or escalation of hostilities involving the United States or any other Governmental Entity or the declaration by the United States or any other Governmental Entity of a national emergency or war, or any worsening or escalation of any such conditions threatened or existing on the date of this Agreement, (i) any hurricane, tornado, flood, earthquake, natural disaster, acts of God or other comparable event, (j) any pandemic, epidemic or disease outbreak or other comparable events, (k) changes in generally accepted accounting principles or the interpretation or enforcement thereof after the date of this Agreement, (l) any litigation relating to or resulting from this Agreement or the transactions contemplated hereby, or (m) any failure to meet internal or published projections, forecasts, guidance or revenue or earning predictions (provided, that the facts and circumstances underlying any such failure may be taken into account in determining whether a Company Material Adverse Effect has occurred to the extent not otherwise excluded by the definition thereof); except, with respect to clauses (a), (c), (d), (h), (i), (j) and (k), if the impact thereof is materially and disproportionately adverse to the Company and its Subsidiaries, taken as a whole, relative to the impact thereof on the operations in the railroad industry of other participants in such industry, the incremental impact may be taken into account in determining whether there has been a Company Material Adverse Effect.

"Company Share Plan" means any Company Benefit Plan providing for equity or equity-based compensation.

"Contract" means any legally binding, written or oral contract, note, bond, mortgage, indenture, deed of trust, lease, commitment, agreement, concession, arrangement or other obligation; provided, that "Contracts" shall not include any Company Benefit Plan or Parent Benefit Plan.

"Emergency" means any sudden, unexpected or abnormal event which causes, or imminently risks causing, imminent and substantial physical damage to or the endangerment of the safety of any property, imminent and substantial endangerment of health or safety of any person, or death or injury to any person, or imminent and substantial damage to the environment, in each case, whether caused by war (whether declared or undeclared), acts of terrorism (including

cyber-terrorism), extreme weather events (such as extreme cold or freezing, or extreme heat), epidemics, pandemics, outages, explosions, insurrections, riots, landslides, earthquakes, storms, hurricanes, lightning, floods or washouts.

"Environmental Law" means any Law relating to (a) the protection, preservation or restoration of the environment (including air, water vapor, surface water, groundwater, drinking water supply, surface land, subsurface land, plant and animal life or any other natural resource) or (b) the exposure to, or the use, storage, recycling, treatment, generation, transportation, processing, handling, labeling, production, release, discharge or disposal of Hazardous Substances, in each case as in effect at the date of this Agreement.

"Equity Award Exchange Ratio" means (a) the Exchange Ratio, *plus* (b) the quotient of (i) the Cash Consideration divided by (ii) the Parent Share Price, rounded to the nearest one thousandth.

"ERISA" means the Employee Retirement Income Security Act of 1974.

"ERISA Affiliate" means all employers (whether or not incorporated) that would be treated together with the Company or Parent or any of their respective Subsidiaries, as applicable, as a "single employer" within the meaning of Section 414 of the Code.

"Exchange Act" means the Securities Exchange Act of 1934.

"Exchange Ratio" means 1.0.

"Financing Information" means, collectively, (a) audited consolidated balance sheets of the Company and its Subsidiaries and the related audited consolidated statements of income, cash flows and changes in stockholders' equity of the Company and its Subsidiaries for the three (3) most recent fiscal years ended at least 60 days prior to the Closing Date (which Parent hereby acknowledges receiving for the fiscal years ended December 31, 2022, December 31, 2023 and December 31, 2024) and the "unqualified" audit report of the Company's independent auditors related thereto (which Parent hereby acknowledges receiving for the three (3) fiscal years ended December 31, 2024), (b) the unaudited consolidated balance sheets and related unaudited consolidated statements of income, cash flows and changes in stockholders' equity of the Company and its Subsidiaries for any subsequent fiscal quarter (other than, in each case, the fourth quarter of any fiscal year) ended at least 40 days prior to the Closing Date (and for the corresponding period of the prior fiscal year) (which Parent hereby acknowledges receiving for the fiscal quarter ended March 31, 2025), reviewed by the independent auditors of the Company, and in the case of each of clauses (a) and (b), prepared in accordance with GAAP and in compliance with Regulation S-X (subject to the limitations set forth in the definition of Excluded Information) and (c) other information as otherwise reasonably necessary in order to assist in receiving customary "comfort" (including as to "negative assurance" and change period comfort) from the Company's independent accountants; provided, that notwithstanding anything to the contrary in this definition or otherwise, nothing herein shall require the Company or its Affiliates to provide (or be deemed to require the Company or its Affiliates to prepare) any (i) description of all or any portion of the Debt Financing, including any "description of notes," "plan of distribution" and information customarily provided by investment banks or their counsel or advisors in the preparation of a

prospectus for registered offerings or an offering memorandum for private placements of non-convertible bonds pursuant to Rule 144A promulgated under the Securities Act, as the case may be, (ii) risk factors relating to, or any description of, all or any component of the financing contemplated thereby, (iii) any compensation discussion and analysis or other information required by Item 10, Item 402 and Item 601 of Regulation S-K or the executive compensation and related person disclosure rules related to SEC Release Nos. 33-8732A, 34-54302A and IC-27444A, (iv) consolidating financial statements, separate Subsidiary financial statements, related party disclosures, or any segment information, in each case which are prepared on a basis not consistent with the Company's reporting practices for the periods presented pursuant to clauses (a) and (b) above, (v) financial statements or other financial data (including selected financial data) for any period earlier than the year ended December 31, 2022, (vi) financial information that the Company or its Subsidiaries does not maintain in the Ordinary Course of Business or (vii) information not reasonably available to the Company or its Subsidiaries under their respective current reporting systems, in the case of clauses (vi) and (vii), unless any such information would be required in order for the Financing Information provided to Parent by the Company in accordance with this definition to not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made in such Financing Information, in light of the circumstances under which they were made, not misleading. For purposes of this Agreement, the information described in clauses (i) through (vii) of this definition is collectively be referred to as the "Excluded Information."

If the Company shall in good faith reasonably believe that the Financing Information has been delivered to Parent, the Company may deliver to Parent a written notice to that effect (stating when it believes the delivery of the Financing Information to Parent was completed), in which case the Company shall be deemed to have complied with such obligation to furnish the Financing Information and Parent shall be deemed to have received the Financing Information, unless Parent in good faith reasonably believes that the Company has not completed delivery of the Financing Information and not later than 5:00 p.m. (New York City time) two (2) Business Days after the delivery of such notice by the Company, delivers a written notice to the Company to that effect (stating with specificity which such Financing Information the Company has not delivered); provided, that notwithstanding the foregoing, the delivery of the Financing Information shall be satisfied at any time which (and so long as) Parent shall have actually received the Financing Information, regardless of whether or when any such notice is delivered by the Company.

The Company's or its Subsidiaries' filing with the SEC pursuant to the Securities Act, the Exchange Act and the rules and regulations of the SEC promulgated thereunder of any required audited financial statements with respect to it that is publicly available on Form 10-K or required unaudited financial statements with respect to it that is publicly available on Form 10-Q, in each case, will satisfy the requirements under clauses (a) or (b), as applicable, of this definition.

"Financing Parties" means the entities that have committed to arrange or provide any Debt Financing (or to purchase securities from or place securities for any Debt Financing) to Parent or any of its Subsidiaries, and their respective Representatives and other Affiliates and the parties to any joinder agreements, indentures or credit agreements (or similar definitive financing documents) entered pursuant thereto or relating thereto, each together with their respective controlling Persons, directors, officers, employees and Representatives; provided, that neither Parent nor any Affiliate thereof shall be a Financing Party.

"GAAP" means United States generally accepted accounting principles.

"Government Official" means any official, officer, employee, or representative of, or any Person acting in an official capacity for or on behalf of, any Governmental Entity.

"Hazardous Substance" means any substance presently listed, defined, regulated, designated or classified as hazardous, toxic, radioactive, dangerous, a pollutant, a contaminant or words of similar import under any Environmental Law, including any substance to which exposure is regulated by any Governmental Entity or any Environmental Law, including any toxic waste, pollutant, contaminant, hazardous substance, toxic substance, hazardous waste, special waste, industrial substance or petroleum or any derivative or byproduct thereof, radon, radioactive material, asbestos or asbestos-containing material, urea formaldehyde, foam insulation, per- or poly-fluoroalkyl substances or polychlorinated biphenyls.

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976.

"Intellectual Property" means all intellectual property rights or other proprietary rights arising under the Laws of any jurisdiction or existing anywhere in the world, including in or to, or arising out of, any of the following: (a) patents and patent applications and industrial design registrations and applications, and all continuations, divisionals, continuations-in-part, reissues or reexaminations and patents issuing thereon; (b) trademarks, service marks, trade dress, logos, corporate names, trade names, symbols, Internet domain names, and other similar identifiers of origin, in each case, whether or not registered and any and all applications and registrations therefor and the goodwill associated therewith and symbolized thereby; (c) copyrights, copyright registrations and applications, published and unpublished works of authorship, whether or not copyrightable, copyrights in and to the foregoing, together with all common law rights and moral rights therein, and any applications and registrations therefor; (d) domain names, uniform resource locators, Internet Protocol addresses, social media accounts or user names (including handles), and other names, identifiers and locators associated with any of the foregoing or other Internet addresses, sites and services; and (e) trade secrets, know-how, industrial secrets, inventions (whether or not patentable), data and confidential or proprietary business or technical information ("Trade Secrets").

"IT Assets" means all of the technology devices, computers, computer systems, software and software platforms, databases, websites, servers, routers, hubs, switches, circuits, networks, data communications lines and all other information technology infrastructure and equipment used by the Company and its Subsidiaries in connection with the operation of the business of the Company and its Subsidiaries and all data stored therein or processed thereby and all associated documentation.

"Knowledge" means (a) with respect to Parent, the actual knowledge of the individuals listed on Section 8.15(a) of the Parent Disclosure Schedules and (b) with respect to the Company, the actual knowledge of the individuals listed on Section 8.15(b) of the Company Disclosure Schedules, in each of case (a) and (b); provided, however, that each such individual charged with responsibility for the aspect of the business relevant or related to the matter at issue shall be deemed to have knowledge of a particular matter if, in the prudent exercise of his or her duties and

responsibilities in the Ordinary Course of Business, such individual should have known of such matter.

"Lien" means a lien, mortgage, pledge, security interest, charge, title defect, adverse claims and interests, option to purchase or other encumbrance of any kind or nature whatsoever, but excluding any license of Intellectual Property or any transfer restrictions of general applicability as may be provided under the Securities Act, the "blue sky" Laws of the various States of the United States or similar Law of other applicable jurisdictions.

"made available to Parent" means provided by the Company or its Representatives to Parent or its Representatives (A) in the virtual data room maintained by Datasite prior to the entry into this Agreement (including in any "clean room" or as otherwise provided on an "outside counsel" only basis), (B) via electronic mail or in person prior to the entry into this Agreement (including materials provided to outside counsel), or (C) filed or furnished with the SEC prior to the date of this Agreement, except where reference is made to an item being made available to Parent prior to Closing in which case, the term means provided by the Company or its Representatives to Parent or its Representatives prior to Closing.

"Merger Consideration Value" means (a) the Cash Consideration *plus* (b) (i) the Parent Share Price *multiplied by* (ii) the Exchange Ratio.

"Multiemployer Plan" means any "multiemployer plan" within the meaning of Section 4001(a)(3) of ERISA.

"NYSE" means the New York Stock Exchange.

"Order" means any order, writ, decree, judgment, award, injunction, ruling, settlement, notice or stipulation issued, promulgated, made, rendered or entered into by or with any Governmental Entity.

"Ordinary Course of Business" means an action taken, or omitted to be taken, in the ordinary and usual course of the applicable party and its Subsidiaries' business, consistent with past practice to the extent there is evidence of such past practice.

"Organizational Documents" means (i) with respect to any Person that is a corporation, its articles or certificate of incorporation, memorandum and articles of association, as applicable, and bylaws, or comparable documents, (ii) with respect to any Person that is a partnership, its certificate of partnership and partnership agreement, or comparable documents, (iii) with respect to any Person that is a limited liability company, its certificate of formation and limited liability company or operating agreement, or comparable documents, (iv) with respect to any Person that is a trust or other entity, its declaration or agreement of trust or other constituent document or comparable documents and (v) with respect to any other Person that is not an individual, its comparable organizational documents.

"Parent Benefit Plans" means all employee or director compensation and/or pension or other benefit plans, programs, policies, agreements or other arrangements, including any "employee welfare plan" within the meaning of Section 3(1) of ERISA, any "employee pension benefit plan" within the meaning of Section 3(2) of ERISA (whether or not such plan is subject to

ERISA), and any bonus, incentive, deferred compensation, vacation, stock purchase, stock option, severance, employment, change of control or fringe benefit plan, program or agreement (other than any Multiemployer Plan), in each case that are sponsored, maintained or contributed to by Parent or any of its Subsidiaries for the benefit of current or former employees or directors of Parent or its Subsidiaries and are not otherwise required to be sponsored, maintained or contributed to by applicable Law.

"Parent Common Stock" means the common stock, par value $2.50 per share, of Parent.

"Parent Equity Awards" means Parent Options, Parent PSUs, Parent Retention Shares and Parent Stock Units.

"Parent ESPP" means Parent's 2021 Employee Stock Purchase Plan.

"Parent Labor Agreement" means any collective bargaining agreement or other agreement with a labor or trade union, works council or like organization that Parent or any of its Subsidiaries is a party to or otherwise bound by.

"Parent Material Adverse Effect" means an event, change, occurrence, effect or development that (x) has a material adverse effect on the business, operations or financial condition of Parent and its Subsidiaries, taken as a whole, or (y) would prevent, materially delay or materially impair the ability of Parent or either Merger Sub to consummate the transactions contemplated by this Agreement (including the Mergers and the Parent Share Issuance) or to obtain the Debt Financing, but, solely in the case of clause (x), shall not include events, changes, occurrences, effects or developments relating to or resulting from (a) changes in general economic or political conditions or the securities, equity, credit or financial markets in general, or changes in or affecting domestic or foreign interest or exchange rates, (b) any decline in the market price or trading volume of the Parent Common Stock or any change in the credit rating of Parent or any of its securities (provided, that the facts and circumstances underlying any such decline or change may be taken into account in determining whether a Parent Material Adverse Effect has occurred to the extent not otherwise excluded by the definition thereof), (c) changes or developments in the industries in which Parent or its Subsidiaries operate, (d) changes in Law or the interpretation or enforcement thereof after the date of this Agreement, (e) the execution, delivery or performance of this Agreement or the public announcement or pendency or consummation of the Mergers or other transactions contemplated hereby, including the impact thereof on the relationships, contractual or otherwise, of Parent or any of its Subsidiaries with employees, partnerships, customers or suppliers or Governmental Entities (provided that the exception in this clause (e) shall not apply to references of "Parent Material Adverse Effect" in the representations and warranties contained in Section 4.3), (f) compliance with the terms of, or the taking or omission of any action, in each case, required by this Agreement or consented to (after disclosure to the Company of all material and relevant facts and information) or requested by the Company in writing, (g) any act of civil unrest, civil disobedience, war, terrorism, cyberterrorism, military activity, sabotage or cybercrime, including an outbreak or escalation of hostilities involving the United States or any other Governmental Entity or the declaration by the United States or any other Governmental Entity of a national emergency or war, or any worsening or escalation of any such conditions threatened or existing on the date of this Agreement, (h) any hurricane, tornado, flood, earthquake, natural disaster, acts of God or other comparable event, (i) any pandemic, epidemic or

disease outbreak or other comparable events, (j) changes in generally accepted accounting principles or the interpretation or enforcement thereof after the date of this Agreement, (k) any litigation relating to or resulting from this Agreement or the transactions contemplated hereby, or (l) any failure to meet internal or published projections, forecasts, guidance or revenue or earning predictions (provided, that the facts and circumstances underlying any such failure may be taken into account in determining whether a Parent Material Adverse Effect has occurred to the extent not otherwise excluded by the definition thereof); except, with respect to clauses (a), (c), (d), (g), (h), (i) and (j), if the impact thereof is materially and disproportionately adverse to Parent and its Subsidiaries, taken as a whole, relative to the impact thereof on the operations in the railroad industry of other participants in such industry, the incremental impact may be taken into account in determining whether there has been a Parent Material Adverse Effect.

"Parent Option" means a compensatory option to purchase shares of Parent Common Stock.

"Parent Preferred Stock" means the preferred stock, without par value, of Parent.

"Parent PSU" means a performance stock unit award in respect of shares of Parent Common Stock.

"Parent Retention Share" means a retention share award in respect of shares of Parent Common Stock.

"Parent Share Plan" means any Parent Benefit Plan providing for equity or equity-based compensation, excluding the Parent ESPP.

"Parent Share Price" means the average of the volume weighted averages of the trading prices of Parent Common Stock on NYSE (as reported by Bloomberg L.P. or, if not reported therein, in another authoritative source mutually selected by Parent and the Company in good faith) on each of the ten (10) consecutive trading days ending on (and including) the trading day that is two (2) trading days prior to the Closing Date.

"Parent Stock Unit" means a stock unit award in respect of shares of Parent Common Stock.

"Permitted Lien" means (a) any statutory Lien for current Taxes or governmental assessments, charges or claims of payment not yet due or payable, being contested in good faith by appropriate proceedings or for which adequate accruals or reserves have been established, (b) any Lien that is a carriers', warehousemen's, mechanics', materialmen's, repairmen's or other similar lien arising in the Ordinary Course of Business that do not materially detract from the value of or materially interfere with the use of any of the assets, (c) any Lien that is a zoning, entitlement or other land use or environmental regulation by any Governmental Entity and that is not violated by the current use of the property, (d) any Lien that is disclosed on the most recent consolidated balance sheet of the Company or Parent, as applicable, or the notes thereto (or securing liabilities reflected on such balance sheet), (e) any Lien that secures indebtedness (i) in existence on the date of this Agreement or (ii) in the case of the Company, not prohibited by Section 5.1(b)(ix), (f) any Lien that is a statutory or common law Lien to secure landlords, lessors or renters under leases or rental agreements, including any purchase money Lien or other Lien securing rental payments under capital lease arrangements, (g) any Lien that is imposed on the underlying fee interest in real

property subject to a real property lease, (h) any Lien that was incurred in the Ordinary Course of Business since the date of the most recent consolidated balance sheet of the Company or Parent, as applicable, (i) any Lien that will be released in connection with the Closing, (j) any Lien that is an easement, declaration, covenant, condition, reservation, restriction, other charge, instrument or encumbrance or any other rights-of-way affecting title to real estate (other than those constituting Liens for the payment of indebtedness), (k) any Lien arising in the Ordinary Course of Business under worker's compensation, unemployment insurance, social security, retirement and similar legislation, (l) any condition that is a matter of public record or that would be disclosed by a current, accurate survey, a railroad valuation map or physical inspection of the assets to which such condition relates, (m) any Lien created under federal, state or foreign securities Laws, (n) any Lien that is deemed to be created by this Agreement or any other document executed in connection herewith or (o) any other Lien that does not materially impair the existing use of the assets or property of the Company or Parent, as applicable, or any of its Subsidiaries affected by such Lien.

"Person" means an individual, a corporation, a partnership, a limited liability company, an association, a trust or any other entity, group (as such term is used in Section 13 of the Exchange Act) or organization, including a Governmental Entity, and any permitted successors and assigns of such person.

"Privacy Laws" means all applicable Laws concerning the privacy, security or processing of personal information or data, and all rules and regulations promulgated thereunder, including, the Federal Trade Commission Act, the Privacy Act of 1974, the CAN-SPAM Act, the Telephone Consumer Protection Act, the Telemarketing and Consumer Fraud and Abuse Prevention Act, data breach notification Laws, the California Consumer Privacy Act, and the European General Data Protection Regulation.

"Railroad Law" means the Interstate Commerce Commission Termination Act of 1995, the Surface Transportation Board Reauthorization Act of 2015 or any other Law relating to the regulation of the railroad industry.

"Receivables Securitization Facility" means the receivables securitization facility established pursuant to that certain (i) Amended and Restated Transfer and Administration Agreement, dated as of May 28, 2021, by and among Thoroughbred Funding, Inc., Norfolk Southern Railway Company, as Originator and Servicer, the Company, the Conduit Investors, the Committed Investors, the Managing Agents and SMBC Nikko Securities America, Inc., as Administrative Agent, (ii) Sale Agreement, dated as of November 8, 2007, by and between Norfolk Southern Railway Company and Thoroughbred Funding, Inc. and (iii) Performance Guaranty, dated as of November 8, 2007, made by the Company in favor of the Conduit Investors, the Committed Investors, the Managing Agents and the Administratiave Agent, each as amended, restated, supplemented or otherwise modified from time to time, and any related documents, agreements, or instruments, including any refinancing, replacement, or extension thereof.

"Registered" means, with respect to Intellectual Property, issued by, registered with or the subject of a pending application before any Governmental Entity.

"Sanctioned Country" means any country or region that is the target of comprehensive Export and Sanctions Regulations (as of the date hereof, Cuba, Iran, North Korea, Syria, and the

Crimea, the so-called Donetsk People's Republic, and the so-called Luhansk People's Republic regions of Ukraine, and the non-government controlled Zaporizhzhia and Kherson regions of Ukraine).

"Sanctioned Person" means any Person that is the target of sanctions or restrictions under Export and Sanctions Regulations, including: (i) any Person listed on any applicable U.S. or non-U.S. sanctions- or export-related restricted party list, including OFAC's Specially Designated Nationals and Blocked Persons List, (ii) any Person located, resident, or organized in a Sanctioned Country, or (iii) any Person that is, in the aggregate, 50 percent or greater owned, directly or indirectly, or otherwise controlled by, or acting for the benefit or on behalf of, a Person or Persons described in clauses (i) and/or (ii).

"Sarbanes-Oxley Act" means the Sarbanes-Oxley Act of 2002.

"SEC" means the Securities and Exchange Commission.

"Securities Act" means the Securities Act of 1933.

"Sensitive Data" means cardholder data and sensitive authentication data that must be protected in accordance with the requirements of the Payment Card Industry Data Security Standard.

"Significant Subsidiary" means, with respect to any Person, a Subsidiary of such Person that would constitute a "significant subsidiary" of such Person within the meaning of Rule 1-02(w) of Regulation S-X as promulgated by the SEC.

"STB" means the Surface Transportation Board.

"STB Approval" means the approval, authorization or exemption by the STB of the Mergers and other transactions contemplated by this Agreement within the jurisdiction of the STB.

"Subsidiaries" means, with respect to any Person, any corporation, limited liability company, partnership or other organization, whether incorporated or unincorporated, of which (a) at least a majority of the outstanding shares of capital stock of, or other equity interests, having by their terms ordinary voting power to elect a majority of the board of directors or others performing similar functions with respect to such corporation, limited liability company, partnership or other organization is directly or indirectly owned or controlled by such Person or by any one or more of its Subsidiaries, or by such Person and one or more of its Subsidiaries, or (b) with respect to a partnership, such Person or any other Subsidiary of such Person is a general partner of such partnership.

"Subsidiary Treasury Stock" means Company Common Stock that is directly owned by any of the Company's Subsidiaries (as treasury stock or otherwise).

"Tax Return" means any return, report or similar filing made or required to be made with respect to Taxes, including any information return, claim for refund, amended return or declaration of estimated Taxes.

"Taxes" means any and all federal, state, provincial or local (in each case, whether U.S. or non-U.S.) taxes of any kind (together with any and all interest, penalties, additions to tax, inflationary adjustment, and additional amounts imposed with respect thereto) imposed by any Governmental Entity, including income, branch, capital gains, franchise, windfall or other profits, gross receipts, property, sales, use, inventory, license, capital stock, payroll, employment, unemployment, social security, workers' compensation, stamp, transfer, registration, documentary, net worth, excise, withholding, ad valorem, value added, estimated and goods and services taxes and customs duties, whether imposed directly or through a collection or withholding mechanism.

"Training Data" means training data, validation data, and test data or databases used to train or improve AI Technologies.

"willful and material breach" means a material breach that is a consequence of an act undertaken by the breaching party or the failure by the breaching party to take an act it is required to take under this Agreement, with knowledge that the taking of or failure to take such act would, or would reasonably be expected to, result in, constitute or cause a breach of this Agreement.

Section 8.16 Certain Defined Terms. The following terms are defined elsewhere in this Agreement, as indicated below:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

UNION PACIFIC CORPORATION

By: _____
Name: V. James Vena
Title: Chief Executive Officer

RUBY MERGER SUB 1 CORPORATION

By: _____
Name: V. James Vena
Title: Chief Executive Officer and President

RUBY MERGER SUB 2 LLC

By: _____
Name: V. James Vena
Title: Chief Executive Officer and President

NORFOLK SOUTHERN CORPORATION

By: _____
Name: Mark R. George
Title: President and Chief Executive Officer

BEFORE THE
SURFACE TRANSPORTATION BOARD

DOCKET NO. FD 36873

UNION PACIFIC CORPORATION AND UNION PACIFIC RAILROAD COMPANY
—CONTROL—
NORFOLK SOUTHERN CORPORATION AND NORFOLK SOUTHERN
RAILWAY COMPANY

EXHIBIT 6

FORM 10-K
[SECTION 1180.6(b)(1)]

EXHIBIT 6.1

UNION PACIFIC CORPORATION FORM 10-K
FOR FISCAL YEAR ENDED DECEMBER 31, 2024
(FILED WITH THE SEC ON FEB. 7, 2025)

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 10-K

(Mark One)

☒ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the fiscal year ended December 31, 2024
OR
☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the transition period from _____ to _____

Commission File Number 1-6075

UNION PACIFIC CORPORATION
(Exact name of registrant as specified in its charter)

Utah	**13-2626465**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)
1400 Douglas Street, Omaha, Nebraska	**68179**
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: **(402) 544-5000**

Securities registered pursuant to Section 12(b) of the Act:

Title of each Class	Trading Symbol	Name of each exchange on which registered
Common Stock (Par Value $2.50 per share)	**UNP**	**New York Stock Exchange**

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act.
☑ Yes ☐ No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act.
☐ Yes ☑ No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. ☑ Yes ☐ No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). ☑ Yes ☐ No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large Accelerated Filer	☑	Accelerated Filer	☐	Non-Accelerated Filer	☐
Smaller Reporting Company	☐	Emerging Growth Company	☐		

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. ☑

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements. ☐

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b). ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). ☐Yes ☑ No

As of June 28, 2024, the aggregate market value of the registrant's Common Stock held by non-affiliates (using the New York Stock Exchange closing price) was $137.8 billion.

The number of shares outstanding of the registrant's Common Stock as of January 31, 2025, was 604,286,378.

Documents Incorporated by Reference – Portions of the registrant's definitive Proxy Statement for the Annual Meeting of Shareholders to be held on May 8, 2025, are incorporated by reference into Part III of this report. The registrant's Proxy Statement will be filed with the Securities and Exchange Commission (SEC) within 120 days after the end of the fiscal year that this report relates pursuant to Regulation 14A.

UNION PACIFIC CORPORATION
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February 7, 2025

Fellow Shareholders:

The Union Pacific team had a very successful 2024, as we executed our strategy of Safety, Service, and Operational Excellence leading to Growth. The commitment to that strategy enabled the team to achieve strong results across the board and set the Company up for future success. Although success can be measured in many ways, it's ultimately about delivering for our owners, putting our company in a great financial position, and being clear about what success is for our employees, our customers, and the communities where we operate.

In 2024, we reported earnings per diluted share of $11.09, a 6% increase versus 2023. Total volumes increased 3% versus 2023, driven by strength in international intermodal and agricultural products, more than offsetting a 20% decline in coal and the overall impact of a muted industrial economy. We achieved an operating ratio of 59.9%, a 240-basis point improvement versus 2023, driven by the day-to-day actions of our team to improve the efficiency of our network.

This success doesn't just happen. It's rooted in that commitment to our strategy. Within **Safety**, we achieved significant reductions in both our personal injury and derailment rates. We are seeing the results from our investments in training, safety programs, infrastructure, and technology. We cannot and will not waiver on our goal to be the best in safety.

Service is what we sold our customers. Committing to what we can do and doing it with excellence. We built on our success in late 2023 to provide our customers with an even stronger service product throughout 2024. Our full year operating metrics demonstrate that success, as freight car velocity improved 2% and intermodal and manifest service performance index (SPI) improved 2 and 4 points, respectively. We also invested $3.4 billion in capital to harden our infrastructure, grow our business, provide better service, and embed new technologies into our processes. The list is long, but we will reap long-term rewards from investments in the Phoenix Intermodal Terminal, hump yard improvements, siding extensions, application programming interfaces (API), and new gate technologies, to name only a few.

Operational Excellence is about operating efficiently and productively, delivering value with speed. Yet understanding we need a resource buffer so we can provide the service we promised and handle the inevitable ups and downs that come with weather, fluctuating volumes, and securing growth. As evident by the improvements to our operating ratio, we made great strides in 2024 to use our assets more efficiently. However, that wasn't done without challenges that tested our resource buffer. During 2024, we saw international intermodal surge on the west coast, growing over 19% versus 2023. Our ability to handle that volume with minimal impact on the rest of our network demonstrates the effectiveness of our buffer strategy. More specifically on resource productivity, in 2024, we achieved 6% and 5% improvements in workforce and locomotive productivity, respectively. In fact, our performance in workforce productivity for the year was a best ever result.

Our ability to excel in those three areas led to **Growth** in 2024. Operating Revenues grew 1% driven by volume gains and strong core pricing, which more than offset lower fuel surcharge revenues and an unfavorable business mix. When you remove the impact of fuel, our freight revenues grew 4%. Key is that in a muted economic environment, and with a significant decline in our coal volume, we still grew. By executing on our strategy, we are outperforming our markets and positioning ourselves to be ready for even stronger growth when the freight economy improves.

As we turn the page to 2025, the team is focused on what's possible and unlocking the value of the Union Pacific franchise. We are ready to build on these accomplishments to achieve a higher level of success. We understand that we're the current stewards of this amazing, historic company. And it's our responsibility to leave it in a better place than we found it, as those before us had done. We are grateful for that opportunity and ready to succeed. Thank you for your ownership of Union Pacific.

Chief Executive Officer

DIRECTORS AND SENIOR MANAGEMENT

BOARD OF DIRECTORS

William J. DeLaney
Former Chief Executive Officer - Sysco Corporation
Board Committees: Compensation and Talent (Chair); Safety and Service Quality

David B. Dillon
Former Chairman and CEO - The Kroger Company
Board Committees: Audit (Chair); Corporate Governance, Nominating, and Sustainability

Sheri H. Edison
Former Executive Vice President and General Counsel - Amcor plc
Board Committees: Compensation and Talent; Corporate Governance, Nominating, and Sustainability (Chair)

Teresa M. Finley
Former Chief Marketing and Business Services Officer - United Parcel Service, Inc.
Board Committees: Audit; Finance

Deborah C. Hopkins
Former Chief Executive Officer - Citi Ventures and Former Chief Innovation Officer - Citi
Board Committees: Compensation and Talent; Finance (Chair)

Jane H. Lute
Strategic Advisor - SICPA, North America
Board Committees: Corporate Governance, Nominating, and Sustainability; Safety and Service Quality (Chair)

Michael R. McCarthy
Chairman - Union Pacific Corporation and Union Pacific Railroad Company; Chairman - McCarthy Group, LLC; and Chairman - Bridges Trust Company
Board Committees: Corporate Governance, Nominating, and Sustainability; Finance

Doyle R. Simons
Former President and CEO - Weyerhaeuser Company
Board Committees: Compensation and Talent; Safety and Service Quality

John K. Tien, Jr.
Former Deputy Secretary - U.S. Department of Homeland Security
Board Committees: Audit; Finance

V. James Vena
Chief Executive Officer - Union Pacific Corporation and Union Pacific Railroad Company

John P. Wiehoff
Former Chairman, President, and CEO - C.H. Robinson Worldwide, Inc.
Board Committees: Audit; Safety and Service Quality

Christopher J. Williams
Chairman - Siebert Williams Shank & Co.
Board Committees: Audit; Finance

SENIOR MANAGEMENT

V. James Vena
Chief Executive Officer

Bryan L. Clark
Vice President - Tax

Eric J. Gehringer
Executive Vice President - Operations

Rebecca B. Gregory
Vice President and Chief of Staff

Jennifer L. Hamann
Executive Vice President and Chief Financial Officer

Rahul Jalali
Executive Vice President and Chief Information Officer

Michael V. Miller
Vice President and Treasurer

Joshua K. Perkes
Senior Vice President and Chief Human Resources Officer

Craig V. Richardson
Executive Vice President, Chief Legal Officer, and Corporate Secretary

Kenny G. Rocker
Executive Vice President - Marketing and Sales

Todd M. Rynaski
Senior Vice President and Chief Accounting, Risk, and Compliance Officer

Elizabeth F. Whited
President

PART I

Item 1. Business

GENERAL

Union Pacific Railroad Company is the principal operating company of Union Pacific Corporation. One of America's most recognized companies, Union Pacific Railroad Company connects 23 states in the western two-thirds of the country by rail, providing a critical link in the global supply chain. The Railroad's diversified business mix includes Bulk, Industrial, and Premium. Union Pacific serves many of the fastest-growing U.S. population centers, operates from all major West Coast and Gulf Coast ports to Eastern gateways, connects with Canada's rail systems, and is the only railroad serving all six major Mexico gateways. Union Pacific provides value to its roughly 10,000 customers by delivering products in a safe, reliable, fuel-efficient, and environmentally responsible manner.

Union Pacific Corporation was incorporated in Utah in 1969 and maintains its principal executive offices at 1400 Douglas Street, Omaha, NE 68179. The telephone number at that address is (402) 544-5000. The common stock of Union Pacific Corporation is listed on the New York Stock Exchange (NYSE) under the symbol "UNP".

For purposes of this report, unless the context otherwise requires, all references herein to "Union Pacific", "UPC", "Corporation", "Company", "we", "us", and "our" shall mean Union Pacific Corporation and its subsidiaries, including Union Pacific Railroad Company, which we separately refer to as "UPRR" or the "Railroad".

STRATEGY

Safety, Service, and Operational Excellence supports the Company's long-term initiative to Grow its freight volumes. Together as a team, the Company will focus on achieving the best safety record in the industry, being known for superior service, grounded in operational excellence, which, in turn, drives growth.

Safety is paramount and, as our first area of focus, sets the foundation for achieving the Company's objectives. The mindset and culture are built around a personal commitment by all employees to prioritize safety so everyone goes home safely.

Service is all about delivering what we sold our customers. We work with our customers to understand the service they need to win in their markets and then drive how we win together. We commit to these service levels and do it with excellence.

Operational Excellence is about operating efficiently and productively. We will drive value with our available resources but also maintain a buffer so our service is resilient, managing the inevitable ups and downs that come with weather, fluctuating volumes, and securing growth.

Growth is the outcome of executing our strategy to be the industry leader in both safety and service resulting in improved margins and greater cash generation, creating long term enterprise value. The expected outcome of successfully executing our strategy will be an industry leading operating ratio and return on invested capital.

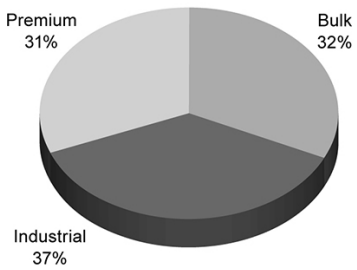
As we work to transform our railroad, our core values continue to guide us. Our passion for performance will help us win; our high ethical standards ensure we win in a way that supports all of our stakeholders; and our teamwork ensures we win together.

OPERATIONS

The Railroad, along with its subsidiaries and rail affiliates, is our one reportable operating segment. Although we provide and analyze revenues by commodity group, we treat the financial results of the Railroad as one segment due to the integrated nature of our rail network. Additional information regarding our business and operations, including revenues, financial information and data, and other information regarding environmental matters, is presented in Risk Factors, Item 1A; Legal Proceedings, Item 3; Management's Discussion and Analysis of Financial Condition and Results of Operations, Item 7; and the Financial Statements and Supplementary Data, Item 8.

Operations – UPRR is a Class I railroad operating in the U.S. We have 32,880 route miles, connecting Pacific Coast and Gulf Coast ports with the Midwest and Eastern U.S. gateways and providing several corridors to key Mexican and Canadian gateways. We serve the western two-thirds of the country and maintain coordinated schedules with other rail carriers to move freight to and from the Atlantic Coast, the Pacific Coast, the Southeast, the Southwest, Canada, and Mexico. Export and import traffic moves through Gulf Coast, Pacific Coast, and East Coast ports and across the Mexican and Canadian borders. In 2024, we generated freight revenues totaling $22.8 billion from the following three commodity groups:

2024 Freight Revenues



Bulk – The Company's Bulk shipments consist of grain and grain products, fertilizer, food and refrigerated, and coal and renewables. In 2024, this group generated 32% of our freight revenues. We access most major grain markets, connecting the Midwest and Western U.S. producing areas to export terminals in the Pacific Northwest and Gulf Coast ports as well as Mexico. We also serve significant domestic markets, including grain processors, animal feeders, ethanol, and renewable biofuel producers in the Midwest and West. Fertilizer movements originate in the Gulf Coast region, Midwest, Western U.S., and Canada (through interline access) for delivery to major agricultural users in those areas as well as abroad. The Railroad's network supports the transportation of coal shipments to independent and regulated power companies and industrial facilities throughout the U.S. Through interchange gateways and ports, UPRR's reach extends to Eastern U.S. utilities as well as to Mexico and other international destinations. Coal traffic originating in the Powder River Basin (PRB) area of Wyoming is the largest portion of the Railroad's coal business.

Industrial – Our extensive network facilitates the movement of numerous commodities between thousands of origin and destination points throughout North America. The Industrial group consists of several categories, including construction, industrial chemicals, plastics, forest products, specialized products (primarily waste, salt, and roofing), metals and ores, petroleum, liquid petroleum gases (LPG), soda ash, and sand. Transportation of these products accounted for 37% of our freight revenues in 2024. Commercial, residential, and governmental infrastructure investments drive shipments of steel, aggregates, cement, and wood products. Industrial and light manufacturing plants receive steel, nonferrous materials, minerals, and other raw materials.

The industrial chemicals market consists of a vast number of chemical compounds that support the manufacturing of more complex chemicals. Plastics shipments support automotive, housing, and the durable and disposable consumer goods markets. Forest product shipments include lumber and paper commodities. Lumber shipments originate primarily in the Pacific Northwest or Western Canada and move throughout the U.S. for use in new home construction and repairs and remodeling. Paper shipments primarily support packaging needs. Oil and gas drilling generates demand for raw steel, finished pipe, stone, and drilling fluid commodities. The Company's petroleum and LPG shipments are primarily impacted by refinery utilization rates, regional crude pricing differentials, pipeline capacity, and the use of asphalt for road programs. Soda ash originates in southwestern Wyoming and California, destined for chemical and glass producing markets in North America and abroad.

Premium – In 2024, Premium shipments generated 31% of Union Pacific's total freight revenues. Premium includes finished automobiles, automotive parts, and merchandise in intermodal containers, both domestic and international. International business consists of import and export traffic moving in 20 or 40-foot shipping containers, that mainly pass through West Coast ports, destined for one of the Company's many inland intermodal terminals. Domestic business includes container and trailer traffic picked up and delivered within North America for intermodal marketing companies (primarily shipper agents and logistics companies) as well as truckload carriers.

We are the largest automotive carrier west of the Mississippi River and operate or access 39 vehicle distribution centers. The Railroad's extensive franchise accesses six vehicle assembly plants and connects to West Coast ports, all six major Mexico gateways, and the Port of Houston to accommodate both import and export shipments. In addition to transporting finished vehicles, the Company provides expedited handling of automotive parts in both boxcars and intermodal containers destined for Mexico, the U.S., and Canada.

Seasonality – Some of the commodities we carry have peak shipping seasons, reflecting either or both the nature of the commodity (such as certain agricultural and food products that have specific growing and harvesting seasons) and the demand cycle for the commodity (such as intermodal traffic that generally peaks during the third quarter to meet back-to-school and holiday-related demand for consumer goods during the fourth quarter). The peak shipping seasons for these commodities can vary considerably each year depending upon various factors, including the strength of domestic and

international economies and currencies; consumer demand; the strength of harvests, which can be adversely affected by severe weather; market prices for agricultural products; and supply chain disruptions.

Proud & Engaged Workforce – Our employees are central to our strategy of Safety, Service, and Operational Excellence leading to Growth, and investing in our workforce is key to our success.

Our People: Our award-winning, multigenerational workforce includes talented people from all walks of life, in many stages of life. Made up of management and craft professionals, we are focused on attracting, retaining, and developing talent across our entire system.

As of December 31, 2024, the Company employed 32,439 employees. Our workforce includes five generations from Traditionalists (born before 1946) to Generation Z (born after 1998). The average age is 46.9 with an average tenure of 16.2 years.

Union Pacific works with 13 major rail unions, representing approximately 84% of our workforce. Pursuant to the Railway Labor Act (RLA), a federal statute enacted in 1926, our collective bargaining agreements are subject to modification every five years. Existing agreements remain in effect until new agreements are ratified or until the RLA procedures are exhausted. The RLA is designed to bring the railroads and unions to agreement without disruptions to rail transportation. Local negotiations began on January 1, 2025, related to years 2025-2029.

Our Culture: At Union Pacific, the How Matters – high ethical standards guide the decisions we make and action we take to protect our employees, communities, and customers. Our passion for performance drives our safety, customer experience, and financial results while we work as a team to create opportunity for all.

Safety is central to everything we do at Union Pacific. Together, we are committed to cultivating a safety-focused culture, so our employees return home safely every day. To achieve this, our employees identify risks, initiate action to mitigate those risks, and have the courage to care to keep each other safe.

Our success is measured by our personal injury rate (the number of reportable injuries for every 200,000 employee-hours worked) and our derailment incident rate (the number of reportable derailment incidents per million train miles). Reportable personal injuries are defined as on duty incidents or occupational illnesses that result in employees losing time away from work, modifying or restricting their normal duties, or receiving any medical treatment above and beyond first aid. Reportable derailment incidents are defined as any occurrence where a wheel of a locomotive or rail car falls off the track and causes damage to track, equipment, or structures above the Federal Railroad Administration (FRA) reporting threshold, regardless of ownership ($12,000 for 2024 and $12,400 for 2025) per million train miles. Personal injuries and derailment incidents that meet reportable criteria are reported to the FRA.

Our 2024 personal injury rate of 0.90 improved 23%, and our derailment incident rate of 2.17 improved 20% versus 2023. (See further discussion in Management’s Discussion and Analysis of Financial Condition and Results of Operations, Item 7, of this report.)

Union Pacific is committed to creating an environment where people can be their best, personally and professionally. We believe that a supportive culture increases employee engagement, improves morale, and allows qualified employees to succeed and contribute to Union Pacific's success. All of this supports our safety strategy and improves the quality of decision-making, problem-solving, and strategic thinking.

Union Pacific’s commitment, today and for the future, is to further improve and strengthen performance through our workforce, where everyone is treated fairly, differences are valued, and talent is recognized and rewarded. Union Pacific intends to maintain its standards of hiring and promoting based on merit, while aspiring to reach 40% people of color and double our female representation to 11% in our workforce by 2030. As of December 31, 2024, workforce representation of people of color and females was 34.3% and 5.2%, respectively.

The Employee Journey: From recruitment to retirement and milestones in between, we are relentlessly focused on supporting and engaging employees throughout their Union Pacific journey. We view it as imperative to invest in our employees with meaningful benefit offerings, developmental experiences, and career opportunities.

The process begins with recruitment, where we strive to attract the most talented employees to join our team. Then, we focus on training and development, which includes courses and programs designed to help our employees grow into new roles and/or learn a new skill in their current role so that we can retain our workforce over time.

Providing competitive compensation and meaningful benefits is key to attracting and retaining talented employees. Union Pacific is committed to continuously reviewing its compensation programs and comprehensive benefits programs to promote programs that are fair and competitive. Both are key to enhancing the value of working for Union Pacific and demonstrating the Company's commitment to the health and wealth of employees during their career. Benefits vary based on the applicable collective bargaining agreement or an employee's management status. The final stage of the employee journey is a fulfilling retirement, which is enabled during their Union Pacific career through our compensation and benefit programs, particularly contributions to 401(k) plans and the employee stock purchase plan (ESPP).

Our Board of Directors evaluates our non-union compensation plans and reviews recommendations from the Compensation and Talent Committee, while collective bargaining agreements govern compensation for our union employees. The median annual compensation for all employees employed as of December 31, 2024, was $103,190 (excluding the CEO).

Talent is critical - our ability to recruit and retain employees is directly tied to our railroad's success, as proven by our strong retention rate, our robust offerings, benefits, and work environment that creates meaningful family-supporting careers. We are focused on effectively managing workforce levels to the demands of the business and improving quality of life for our employees.

Railroad Security – Our security efforts consist of a wide variety of measures, including employee training, engagement with our customers, training of emergency responders, and partnerships with numerous federal, state, and local government agencies. While federal law requires us to protect the confidentiality of our security plans designed to safeguard against terrorism and other security incidents, the following provides a general overview of our security initiatives.

UPRR Security Measures – We maintain a comprehensive security plan designed to both deter and respond to any potential or actual threats as they arise. The plan includes four levels of alert status, each with its own set of countermeasures. We employ our own police force, consisting of commissioned and highly-trained officers. The police are certified state law enforcement officers with investigative and arrest powers. The Union Pacific Police Department has achieved accreditation under the Commission on Accreditation for Law Enforcement Agencies, Inc. (CALEA) for complying with the highest law enforcement standards. Our employees undergo recurrent security and preparedness training as well as federally mandated hazardous materials and security training. We regularly review the sufficiency of our employee training programs. We maintain the capability to move critical operations to back-up facilities in different locations.

We operate an emergency response management center 24 hours a day. The center receives reports of emergencies, dangerous or potentially dangerous conditions, and other safety and security issues from our employees, the public, law enforcement, and other government officials. In cooperation with government officials, we monitor both threats and public events, and, as necessary, we may alter rail traffic flow at times of concern to minimize risk to communities and our operations. We comply with the hazardous materials routing rules and other requirements imposed by federal law. We design our operating plan to expedite the movement of Rail Security Sensitive Materials (RSSM), a subset of particularly hazardous materials, to minimize the time rail cars remain idle at yards and terminals located in or near major population centers. Additionally, in compliance with Transportation Security Administration (TSA) regulations, we deployed information systems and instructed employees in tracking and documenting the handoff of RSSM with customers and interchange partners.

We established a number of our own innovative safety and security-oriented initiatives ranging from various investments in technology to The Officer on Train program, which provides local law enforcement officers with the opportunity to ride with train crews to enhance their understanding of railroad operations and risks. Our staff of information security professionals continually assess cybersecurity risks and implement mitigation programs that evolve with the changing technology threat environment. To date, we have not experienced any material disruption of our operations due to a cyber threat or incident directed at us.

Cooperation with Federal, State, and Local Government Agencies – We work closely on physical and cybersecurity initiatives with government agencies, including the U.S. Department of Transportation (DOT); the Federal Bureau of Investigation (FBI); the Department of Homeland Security (DHS), along with its Cybersecurity and Infrastructure Security Agency (CISA), and the TSA; as well as local police departments, fire departments, and other first responders.

In compliance with TSA regulations established in 2022, we designated a Cybersecurity Coordinator to oversee our cybersecurity initiatives and report required incidents to the CISA. We communicated our Cybersecurity Incident Response Plan and conducted a Cybersecurity Vulnerability Assessment to identify potential risks. Our Cybersecurity Implementation Plan outlines the specific actions taken to meet the TSA prevention, detection, and response requirements. Additionally, an ongoing assessment program has been implemented to proactively and regularly evaluate the effectiveness of our cybersecurity program to identify and mitigate emerging risks. These efforts have been validated by the TSA, confirming our adherence to their standards.

In conjunction with the Association of American Railroads (AAR), we sponsor Ask Rail, a mobile application that provides first responders with secure links to electronic information, including commodity and emergency response information required by emergency personnel to respond to accidents and other situations. We also participate in the National Joint Terrorism Task Force, a multi-agency effort established by the U.S. Department of Justice and the FBI to combat and prevent terrorism.

We work with the Coast Guard, U.S. Customs and Border Protection (CBP), and the Military Transport Management Command, which monitor shipments entering the UPRR rail network at U.S. border crossings and ports. We were the first railroad in the U.S. to be named a partner in CBP's Customs-Trade Partnership Against Terrorism, a partnership designed to develop, enhance, and maintain effective security processes throughout the global supply chain.

Cooperation with Customers and Trade Associations – Through TransCAER (Transportation Community Awareness and Emergency Response), we work with the AAR, the American Chemistry Council, the American Petroleum Institute, and other chemical trade groups to provide communities with preparedness tools, including the training of emergency responders. In cooperation with the FRA and other interested groups, we are also working to develop additional improvements to tank car design that will further limit the risk of releases of hazardous materials.

Sustainable Future – Union Pacific believes it is important that we act as environmental stewards, reducing greenhouse gas (GHG) emissions and supporting the transition to a more sustainable future. While we work to further reduce our environmental footprint, it is important to note that railroads already are one of the most fuel-efficient means of transportation. Freight rail leads other forms of surface transportation when it comes to minimizing GHG emissions, and we expect rail will continue to play a critical role in mitigating and abating the impacts of climate change. According to the AAR, moving freight by rail instead of truck reduces GHG emissions by up to 75%. Therefore, converting freight transportation from truck to rail typically results in an immediate reduction in our customers' scope 3 GHG emissions.

Competition – see "*We Face Competition from Other Railroads and Other Transportation Providers*" in the Risk Factors in Item 1A of this report.

Key Suppliers – see "*We Are Dependent on Certain Key Suppliers of Locomotives and Rail*" in the Risk Factors in Item 1A of this report.

Available Information – Our Internet website is www.up.com. We make available free of charge on our website (under the "Investors" caption link) our Annual Reports on Form 10-K; our Quarterly Reports on Form 10-Q; our current reports on Form 8-K; our proxy statements; Forms 3, 4, and 5, filed on behalf of our directors and certain executive officers; and amendments to such reports filed or furnished pursuant to the Securities Exchange Act of 1934, as amended (the Exchange Act). We provide these reports and statements as soon as reasonably practicable after such material is electronically filed with, or furnished to, the SEC. We also make available on our website previously filed SEC reports and exhibits via a link to EDGAR on the SEC's Internet site at www.sec.gov. Additionally, our corporate governance materials, including By-Laws, Board Committee charters, governance guidelines and policies, and codes of conduct and ethics for directors, officers, and employees are available on our website. From time to time, the corporate governance materials on our website may be updated as necessary to comply with rules issued by the SEC and the NYSE or as desirable to promote the effective and efficient governance of our Company. Any security holder wishing to receive, without charge, a copy of any of our SEC filings or corporate governance materials should send a written request to: Secretary, Union Pacific Corporation, 1400 Douglas Street, Omaha, NE 68179.

References to our website address, in this report, including references in Management's Discussion and Analysis of Financial Condition and Results of Operations, Item 7, are provided as a convenience and do not constitute, and should not be deemed, an incorporation by reference of the information contained on, or available through, the website. Therefore, such information should not be considered part of this report.

GOVERNMENTAL AND ENVIRONMENTAL REGULATION

Governmental Regulation – Our operations are subject to a variety of federal, state, and local regulations, generally applicable to all businesses. (See also the discussion of certain regulatory proceedings in Legal Proceedings, Item 3.)

The operations of the Railroad are subject to the regulations of the FRA and other federal and state agencies as well as the regulatory jurisdiction of the Surface Transportation Board (STB). The STB has jurisdiction over rates charged on certain regulated rail traffic; common carrier service of regulated traffic; freight car compensation; transfer, extension, or abandonment of rail lines; and acquisition of control of rail common carriers. The STB is reviewing proposed rulemaking in various areas, including reciprocal switching and commodity exemptions, and has finalized rules creating new procedures for smaller rate complaints that are being reviewed in appellate courts. The STB also continues to explore changes to the methodology for determining railroad revenue adequacy, the possible uses of revenue adequacy in regulating railroad rates,

and ways to regulate service, including by use of emergency service orders. The STB posts quarterly reports on rate reasonableness cases, maintains a database on service complaints, and has the authority to initiate investigations, among other things.

The DOT, the Occupational Safety and Health Administration, the Pipeline and Hazardous Materials Safety Administration, and the DHS, along with other federal agencies, have jurisdiction over certain aspects of safety, movement of hazardous materials and hazardous waste, emissions requirements, and equipment standards. Additionally, various state and local agencies have jurisdiction over disposal of hazardous waste and seek to regulate movement of hazardous materials in ways not preempted by federal law.

Environmental Regulation – We are subject to extensive federal and state environmental statutes and regulations pertaining to public health and the environment. The statutes and regulations are administered and monitored by the Environmental Protection Agency (EPA) and by various state environmental agencies, such as the California Air Resources Board (CARB) and the Texas Commission on Environmental Quality (TCEQ), among others. The primary laws affecting our operations are the Resource Conservation and Recovery Act, regulating the management and disposal of solid and hazardous wastes; the Comprehensive Environmental Response, Compensation, and Liability Act, regulating the cleanup of contaminated properties; the Clean Air Act, regulating air emissions; and the Clean Water Act, regulating wastewater discharges.

Information concerning environmental claims and contingencies and estimated remediation costs is set forth in Management's Discussion and Analysis of Financial Condition and Results of Operations - Critical Accounting Estimates - Environmental, Item 7, and Note 17 to the Financial Statements and Supplementary Data, Item 8.

Item 1A. Risk Factors

The following discussion addresses significant factors, events, and uncertainties that make an investment in our securities risky and provides important information for the understanding of our "forward-looking statements," which are discussed immediately preceding Item 7A of this Form 10-K and elsewhere. The risk factors set forth in this Item 1A should be read in conjunction with the rest of the information included in this report, including Management's Discussion and Analysis of Financial Condition and Results of Operations, Item 7, and Financial Statements and Supplementary Data, Item 8.

We urge you to consider carefully the factors described below and the risks that they present for our operations as well as the risks addressed in other reports and materials that we file with the SEC and the other information included or incorporated by reference in this Form 10-K. When the factors, events, and contingencies described below or elsewhere in this Form 10-K materialize, our business, reputation, financial condition, results of operations, cash flows, or prospects can be materially adversely affected. In such case, the trading price of our common stock could decline, and you could lose part or all of your investment. Some of the factors, events, and contingencies discussed below may have occurred in the past, and the disclosures below are not representations as to whether or not the factors, events, or contingencies have occurred in the past, but are provided because future occurrences of such factors, events, or contingencies could have a material adverse effect. Additional risks and uncertainties not currently known to us or that we currently deem immaterial may also materially adversely affect our business, reputation, financial condition, results of operations, cash flows, and prospects.

Strategic and Operational Risks

We Must Manage Fluctuating Demand for Our Services and Network Capacity – Significant reductions in demand for rail services with respect to one or more commodities or changes in consumer preferences that affect the businesses of our customers can lead to increased costs associated with resizing our operations, including higher unit operating costs and costs for the storage of locomotives, rail cars, and other equipment; workforce adjustments; and other related activities, which could have a material adverse effect on our results of operations, financial condition, and liquidity. If there is significant demand for our services that exceeds the designed capacity of our network or shifts in traffic flow that are contrary to the designed capacity of our network, we can experience challenges, including congestion and reduced velocity, that could compromise the level of service we provide to our customers. This level of demand also can compound the impact of weather and weather-related events on our operations and velocity. We cannot be sure that our efforts to improve our transportation plan, add capacity, improve operations at our yards and other facilities, and improve our ability to address surges in demand for any reason by carrying a resource buffer will fully or adequately address any service shortcomings resulting from demand exceeding our planned capacity. From time to time we also experience other operational or service challenges related to network capacity, dramatic and unplanned fluctuations in our customers' demand for rail service with respect to one or more commodities or operating regions, or other events that could negatively impact our operational efficiency, any or all of which could have a material adverse effect on our results of operations, financial condition, and liquidity.

We Transport Hazardous Materials – We transport certain hazardous materials and other materials, including crude oil, ethanol, and toxic inhalation hazard (TIH) materials, such as chlorine, that pose certain risks in the event of a release or combustion. Additionally, U.S. laws impose common carrier obligations on railroads that require us to transport certain hazardous materials regardless of risk or potential exposure to loss. An accident or other incident on our network, at our facilities, or at the facilities of our customers involving the release or combustion of hazardous materials can involve significant costs and claims for personal injury, property damage, and environmental penalties and remediation in excess of our insurance coverage for these risks, which could harm our reputation or have a material adverse effect on our results of operations, financial condition, and liquidity.

We Rely on Technology and Technology Improvements in Our Business Operations – We rely on information technology in all aspects of our business, including technology systems operated by us (whether created by us or purchased), under control of third parties, and open-source software. If we do not have sufficient capital or do not deploy sufficient capital in a timely manner to acquire, develop, or implement new technology or maintain or upgrade current systems, such as Positive Train Control (PTC) or the latest version of our transportation control systems, we may suffer a rail service outage or competitive disadvantage within the rail industry and with companies providing other modes of transportation service, which could have a material adverse effect on our results of operations, financial condition, and liquidity.

We Are Subject to Cybersecurity Risks – We rely on information technology in all aspects of our business, including technology systems operated by us (whether created by us or purchased), under control of third parties, and open-source software. We have experienced and will likely continue to experience varying degrees of cyber incidents in the normal course of business. There can be no assurance that the resources we devote to protect our technology systems and proprietary data or the systems we have designed to identify, prevent, or limit the effects of cyber incidents will be sufficient to prevent or detect such incidents, or to avoid a material adverse impact on our systems after such incidents do occur. Furthermore, due to the rising numbers and increasing sophistication of cyber-attacks, an increasingly complex information technology supply chain, and the nature of zero-day exploits, we may be unable to anticipate or implement adequate measures to prevent a security breach, including by ransomware or as a result of human error or other cyber-attack methods, from materially affecting our systems or the systems of third-parties upon which we rely. The rapid evolution and increased availability of artificial intelligence may intensify cybersecurity risks by making cyber-attacks more sophisticated and cybersecurity incidents more difficult to detect, contain, and mitigate. A cyber incident that results in significant service interruption; safety failure; other operational difficulties; unauthorized access to (or the loss of access to) competitively sensitive, confidential, or other critical data or systems; loss of customers; financial losses; regulatory fines; reputational harm; or misuse or corruption of critical data and proprietary information, could have a material adverse impact on our results of operations, financial condition, and liquidity. We may experience security breaches that could remain undetected for an extended period and, therefore, have a greater impact on us. Additionally, we may be exposed to increased cybersecurity risk because we are a component of the critical U.S. infrastructure.

Severe Weather and Natural Events Could Result in Significant Business Interruptions and Expenditures – As a railroad with a vast network, we are exposed to severe weather conditions and other natural phenomena, including earthquakes, hurricanes, fires, floods, mudslides or landslides, extreme temperatures, avalanches, and significant precipitation, and climate change may cause or contribute to the severity or frequency of such weather conditions. Line outages and other interruptions caused by these conditions have in the past and could in the future adversely affect parts or all of our rail network, potentially negatively affecting revenues, costs, and liabilities, despite efforts we undertake to plan for these events. Our revenues can also be adversely affected by severe weather that causes damage and disruptions to our customers. These impacts caused by severe weather or other natural phenomena could have a material adverse effect on our results of operations, financial condition, and liquidity.

A Significant Portion of Our Revenues Involves Transportation of Commodities to and from International Markets – Although revenues from our operations are attributable to transportation services provided in the U.S., a significant portion of our revenues involves the transportation of commodities to and from international markets, including Mexico, Canada, and Southeast Asia, by various carriers and, at times, various modes of transportation. Significant and sustained interruptions of trade with Mexico, Canada, or countries in Southeast Asia, including China, could adversely affect customers and other entities that, directly or indirectly, purchase or rely on rail transportation services in the U.S. as part of their operations, and any such interruptions, including international armed conflicts such as the Russia-Ukraine and Israel-Hamas wars, could have a material adverse effect on our results of operations, financial condition, and liquidity. Any one or more of the following could cause a significant and sustained interruption of trade with Mexico, Canada, or countries in Southeast Asia: (a) a deterioration of security for international trade and businesses; (b) the adverse impact of new laws, rules, and regulations or the interpretation or enforcement of laws, rules, and regulations by government entities, courts, or regulatory bodies, including the United States-Mexico-Canada Agreement (USMCA) or other international trade agreements; (c) actions of taxing authorities that affect our customers doing business in or with foreign countries; (d) any significant adverse economic developments, such as extended periods of high inflation, material disruptions in the banking sector or in the capital markets of these foreign countries, and significant changes in the valuation of the currencies of these foreign countries that could

materially affect the cost or value of imports or exports; (e) shifts in patterns of international trade, including as a result of changes to international trade agreements or policies, that adversely affect import and export markets; (f) a material reduction in foreign direct investment in these countries; and (g) public health crises, including the outbreak of pandemic or contagious disease, such as the coronavirus and its variant strains (COVID). An imposition of tariffs on imports or other changes to U.S. trade policy could cause demand for shipping from international markets to decrease, and if the declines are significant enough, it could have a material adverse effect on our results of operations, financial condition, and liquidity.

We Are Dependent on Certain Key Suppliers of Locomotives and Rail – Due to the capital-intensive nature and sophistication of locomotive equipment, parts, and maintenance, potential new suppliers face high barriers to entry. Therefore, if one of the domestic suppliers of locomotives discontinues manufacturing locomotives, supplying parts, or providing maintenance for any reason, including bankruptcy or insolvency or the inability to manufacture locomotives that meet efficiency or regulatory emissions standards, we could experience significant cost increases and reduced availability of the locomotives that are necessary for our operations. Additionally, we utilize a limited number of steel producers that meet our specifications. Rail is critical to our operations for rail replacement programs, maintenance, and for adding additional network capacity, new rail and storage yards, and expansions of existing facilities. This industry similarly has high barriers to entry, and if there is any significant consolidations or mergers in this industry, or one of these suppliers discontinues operations for any reason, including bankruptcy or insolvency, we could experience both significant cost increases for rail purchases and difficulty obtaining sufficient rail for maintenance and other projects. Changes to trade agreements or policies that result in increased tariffs on goods imported into the United States could also result in significant cost increases for rail purchases and difficulty obtaining sufficient rail.

Workforce Risks

Strikes or Work Stoppages Could Adversely Affect Our Operations – The U.S. Class I railroads are party to collective bargaining agreements with various labor unions. The majority of our employees belong to labor unions and are subject to these agreements. Disputes over the terms of these or future agreements or the terms of such agreements, or our potential inability to negotiate acceptable contracts with these unions or the renegotiation of them or their term can lead to, among other things, strikes, work stoppages, slowdowns, or lockouts, any or all of which could compromise our service reliability or cause a significant disruption of our operations, and could increase our costs for wages, health care, and other benefits, which could have a material adverse effect on our results of operations, financial condition, and liquidity. Labor disputes, work stoppages, slowdowns, or lockouts at loading/unloading facilities, ports, or other transport access points, or by employees of our customers or our suppliers, could compromise our service reliability and have a material adverse impact on our results of operations, financial condition, and liquidity.

The Availability of Qualified Personnel Could Adversely Affect Our Operations – Changes in demographics, training requirements, and pandemic illnesses or restrictions could negatively affect the availability of qualified personnel for us, our customers, and throughout the supply chain. Our ability to quickly react to other factors that affect our ability to attract and retain employees may be restricted due to limited flexibility to make unilateral changes to collective bargaining agreements, which cover the majority of our workforce. Unpredictable increases in demand for rail services and a lack of network fluidity may exacerbate our risks related to having insufficient qualified personnel, which could have a negative impact on our operational efficiency and otherwise have a material adverse effect on our results of operations, financial condition, and liquidity.

Legal and Regulatory Risks

We Are Subject to Significant Governmental Regulation – We are subject to governmental regulation by a significant number of federal, state, and local authorities covering a variety of health, safety, labor, employment, environmental, economic (as discussed below), tax, social, and other matters. Many laws and regulations require us to obtain and maintain various licenses, permits, and other authorizations, and we cannot guarantee that we will continue to be able to do so. Our failure to comply with applicable laws and regulations could have a material adverse effect on us as a result of litigation or proceedings by private parties, governments, or regulators, including and in addition to those described in Note 17 to the Consolidated Financial Statements entitled "Commitments and Contingencies." Governments or regulators may change the legislative or regulatory frameworks that we operate in without providing us any recourse to address any adverse effects on our business, including, without limitation, regulatory determinations or rules regarding dispute resolution, increasing the amount of our traffic subject to common carrier regulation, business relationships with other railroads, use of embargoes, calculation of our cost of capital or other inputs relevant to computing our revenue adequacy, the prices we charge, changes in tax rates, enactment of new tax laws or tariffs, and revision in tax regulations. Significant legislative activity in Congress or regulatory activity by other government branches or agencies, such as the STB, could expand regulation of railroad operations and pricing for rail services, which could reduce the viability of capital spending on our rail network, facilities, and equipment, and have a material adverse effect on our results of operations, financial condition, and liquidity.

We May Be Subject to Various Claims and Lawsuits That Could Result in Significant Expenditures – As a railroad with operations in densely populated urban areas and a vast rail network, we are exposed to the potential for various claims and litigation related to labor and employment, personal injury, property damage, environmental liability, and other matters. Any material changes to litigation trends or a catastrophic rail accident or series of accidents involving any or all of property damage, personal injury, and environmental liability that exceed our insurance coverage for such risks could have a material adverse effect on our results of operations, financial condition, and liquidity. In addition, some of these matters could impact the cost of obtaining, or availability in general, of insurance coverage meant to cover these types of risks.

We Are Subject to Significant Environmental Laws and Regulations – Due to the nature of the railroad business, our operations are subject to extensive federal, state, and local environmental laws and regulations concerning, among other things, emissions to the air; discharges to waters; handling, storage, transportation, and disposal of waste and other materials; and hazardous material or petroleum releases. We generate and transport hazardous and non-hazardous waste in our operations. Environmental liability can extend to previously owned or operated properties, leased properties, properties owned by third parties, as well as properties we currently own. Environmental liabilities also have arisen and may arise from claims asserted by adjacent landowners or other third parties in toxic tort litigation. We have been and may be subject to allegations or findings that we have violated, or are strictly liable under, these laws or regulations. We currently have certain obligations at existing sites for investigation, remediation, and monitoring, and we likely will have obligations at other sites in the future. We believe we maintain adequate estimated liabilities for these obligations, but fluctuations of potential costs affect our estimates based on our experience and, as necessary, the advice and assistance of our consultants. However, actual costs may vary from our estimates due to a variety of factors, including changes to environmental laws or interpretations of such laws, technological changes affecting investigations and remediation, the participation and financial viability of other parties responsible for any such liability, and the corrective action or change to corrective actions required to remediate any existing or future sites. We could incur significant costs as a result of any of the foregoing, and we may be required to incur significant expenses to investigate and remediate known, unknown, or future environmental contamination, which could have a material adverse effect on our results of operations, financial condition, and liquidity.

Macroeconomic and Industry Risks

We Face Competition from Other Railroads and Other Transportation Providers – We face competition from other railroads, motor carriers, ships, barges, and pipelines. Our main railroad competitor is Burlington Northern Santa Fe LLC. Its primary subsidiary, BNSF Railway Company (BNSF), operates parallel routes in many of our main traffic corridors. In addition, we operate in corridors served by other railroads and motor carriers. Motor carrier competition exists in all three of our commodity groups. Because of the proximity of our routes to major inland and Gulf Coast waterways, barges can be particularly competitive, especially for grain and bulk commodities in certain areas where we operate. In addition to price competition, we face competition with respect to transit times, quality, and reliability of service from motor carriers and other railroads. Motor carriers in particular can have an advantage over railroads with respect to transit times and timeliness of service. Additionally, we must build or acquire and maintain our rail system, while trucks, barges, and maritime operators are able to use public rights-of-way maintained by public entities. Any of the following could also affect the competitiveness of our transportation services for some or all of our commodities, which could have a material adverse effect on our results of operations, financial condition, and liquidity: (a) improvements or expenditures materially increasing the quality or reducing the costs of these alternative modes of transportation, such as autonomous or more fuel efficient trucks, (b) legislation that eliminates or significantly increases the existing size or weight limitations applied to motor carriers, or (c) legislation or regulatory changes that impose operating restrictions or requirements on railroads or that adversely affect the profitability of some or all railroad traffic. Many movements face product or geographic competition where our customers can use different products (e.g., natural gas instead of coal, sorghum instead of corn) or commodities from different locations (e.g., grain from states or countries that we do not serve, crude oil from different regions). Sourcing different commodities or different locations allows shippers to substitute different carriers, and such competition may reduce our volumes or constrain prices. Additionally, any future consolidation of the rail industry could materially affect our competitive environment.

We May Be Affected by Climate Change and Market or Regulatory Responses to Climate Change – Climate change, including the impact of global warming and transition risks involving policy, legal risks, and market risks, could have a material adverse effect on our results of operations, financial condition, and liquidity on both a long-term and near-term basis. Restrictions, caps, taxes, or other controls on emissions of GHGs, including diesel exhaust, could significantly increase our operating costs. Restrictions on emissions could also affect our customers that (a) use commodities that we carry to produce energy, (b) use significant amounts of energy in producing or delivering the commodities we carry, or (c) manufacture or produce goods that consume significant amounts of energy or burn fossil fuels, including chemical producers, farmers and food producers, and automakers and other manufacturers. Significant cost increases, government regulation, or changes of consumer preferences for goods or services relating to alternative sources of energy, emissions reductions, and GHG emissions can materially affect the markets for the commodities we carry and demand for our services, which in turn could have a material adverse effect on our results of operations, financial condition, and liquidity. Government incentives

encouraging the use of alternative sources of energy also can affect certain of our customers and the markets for certain of the commodities we carry in a manner that could unpredictably alter our traffic patterns or reduce demand.

Compliance with laws or regulations related to climate change, along with defending and resolving legal claims and other litigation, could have a material adverse effect on our results of operations, financial condition, and liquidity. Climate change may cause severe weather conditions and other natural phenomena, including earthquakes, hurricanes, fires, floods, mudslides or landslides, extreme temperatures, avalanches, and significant precipitation. Severe weather conditions and other natural phenomena has in the past and could in the future cause line outages and other interruptions to our infrastructure. Any of these factors, individually or in operation with one or more of the other factors, or other unpredictable impacts of climate change could reduce the amount of traffic we handle and have a material adverse effect on our results of operations, financial condition, and liquidity.

Our efforts to achieve emission reduction targets or aspirations could significantly increase our operational costs and capital expenditures. In addition, stakeholder expectations regarding some of these matters may be evolving and there may be differing views among stakeholders, which could harm our reputation or increase our costs. Our ability to meet such targets or aspirations can depend on significant technological advancements, including, for example, suitable alternative fuels and zero-emissions locomotives, and when such technological advancements will take place, if at all, and whether they will be readily available on commercially reasonable terms is currently unknown. There can be no assurances we will achieve our emission reduction targets or aspirations, or that the associated costs will not be higher than expected, or that the regulatory landscape will not have a negative impact on our results of operations, financial condition, and liquidity. Government mandates may lead to the premature adoption of unproven and unreliable technology, which could negatively affect operational reliability, customer service and supply chain continuity.

Our Business, Financial Condition, and Results of Operations Have Been Adversely Affected, and in The Future, Could Be Materially Adversely Affected by Pandemics or Other Public Health Crises – Pandemics, epidemics, and other outbreaks of disease can have significant and widespread impacts. As we saw during the peaks of the COVID pandemic, outbreaks of disease can cause a global slowdown of economic activity (including the decrease in demand for a broad variety of goods), disruptions in global supply chains, and significant volatility and disruption of financial markets, resulting further in adverse effects on workforces, customers, and regional and local economies. The impact of pandemics or public health crises on our results of operations and financial condition will depend on numerous evolving factors, including, but not limited to: governmental, business, and individuals' actions taken in response to a global pandemic or other public health crises (including restrictions on travel and transport, workforce pressures, social distancing, and shelter-in-place orders); the effect of a pandemic or other public health crises on economic activity and actions taken in response; the effect on our customers and their demand for our services; the effect of a pandemic or other public health crises on the credit-worthiness of our customers; national or global supply chain challenges or disruptions; facility closures; commodity cost volatility; general macroeconomic uncertainty in key global markets and financial market volatility; global economic conditions and levels of economic growth; and the pace of recovery as the pandemic subsides as well as response to a potential reoccurrence. Further, a pandemic or other public health crises, and the volatile regional and global economic conditions stemming from such an event, could also precipitate and aggravate the other risk factors that we identify, which could materially adversely affect our business, financial condition, results of operations (including revenues and profitability), and/or stock price. Additionally, a pandemic or other public health crises also may affect our operating and financial results in a manner that is not presently known to us or that we currently do not consider to present significant risks to our operations.

Financial Risks

We Are Affected by Fluctuating Fuel Prices – Fuel costs constitute a significant portion of our transportation expenses. Diesel fuel prices can be subject to dramatic fluctuations, and significant price increases could have a material adverse effect on our operating results. Although we currently are able to recover a significant amount of our fuel expenses from our customers through revenues from fuel surcharges, we cannot be certain that we will always be able to mitigate rising or elevated fuel costs through our fuel surcharges. Additionally, future market conditions or legislative or regulatory activities could adversely affect our ability to apply fuel surcharges or adequately recover increased fuel costs through fuel surcharges. As fuel prices fluctuate, our fuel surcharge programs trail such fluctuations in fuel prices by approximately two months and are from time-to-time a significant source of quarter-over-quarter and year-over-year volatility, particularly in periods of rapidly changing prices. International, political, and economic factors, events and conditions, including international armed conflicts such as the Russia-Ukraine and Israel-Hamas wars, and other geopolitical tensions in the Middle East, affect the volatility of fuel prices and supplies. Weather can also affect fuel supplies and limit domestic refining capacity. A severe shortage of, or disruption to, domestic fuel supplies could have a material adverse effect on our results of operations, financial condition, and liquidity. Alternatively, lower fuel prices could have a negative impact on certain commodities we transport, such as coal and domestic drilling-related shipments, which could have a material adverse effect on our results of operations, financial condition, and liquidity.

We Rely on Capital Markets – Due to the significant capital expenditures required to operate and maintain a safe and efficient railroad, we rely on the capital markets to provide some of our capital requirements. We utilize long-term debt instruments, bank financing, and commercial paper, and we pledge certain amount of our receivables as collateral for credit. Significant instability or disruptions of the capital markets, including, among other things, elevated interest rates in the credit markets and/or changes in interest rates, or deterioration of our financial condition due to internal or external factors could restrict or prohibit our access to, and significantly increase the cost of, commercial paper and other financing sources, including bank credit facilities and the issuance of long-term debt, including corporate bonds, and could also have a material adverse effect on our results of operations, financial condition, and liquidity. A significant deterioration of our financial condition could result in a reduction of our credit rating to below investment grade, which could restrict us from utilizing our current receivables securitization facility (Receivables Facility). These developments also could limit our access to external sources of capital and significantly increase the costs of short and long-term debt financing, which could have a material adverse effect on our results of operations, financial condition, and liquidity.

General Risk Factors

We Are Affected by General Economic Conditions – Prolonged, severe adverse domestic and global macroeconomic conditions or disruptions of financial and credit markets, including, for example, the cycles of recessionary fears, inflationary pressures, changes in interest rates, and/or related monetary policy actions by governments in response to inflation, may affect the producers and consumers of the commodities we carry and may have a material adverse effect on our access to liquidity, results of operations, and financial condition.

We May Be Affected by Acts of Terrorism, War, or Risk of War – Our rail lines, facilities, and equipment, including rail cars carrying hazardous materials, could be direct targets or indirect casualties of terrorist attacks. Terrorist attacks, or other similar events, any government response thereto, and war or risk of war may adversely affect our results of operations, financial condition, and liquidity. In addition, insurance premiums for some or all of our current coverages could increase dramatically, or certain coverages may not be available to us in the future. Also, in the event of a national crisis or emergency, one or more government entities could take actions (such as via the U.S. Defense Production Act or the International Emergency Economic Powers Act) that could diminish our rights or economic opportunities with respect to the transportation services we offer.

Item 1B. Unresolved Staff Comments

None.

Item 1C. Cybersecurity

Risk Management and Strategy

The Company is subject to cybersecurity threats that could have a material adverse impact on our results of operations, financial condition, and liquidity. See also our discussion in the Risk Factors in Item 1A of this report. As a component of our Company-wide enterprise risk management framework, we implemented a cybersecurity program whose objective is to assess, identify, and manage risks from cybersecurity threats that may result in adverse effects on the confidentiality, integrity, and availability of the electronic information systems that we own. We regularly perform internal security assessments, engage third-party consultants to conduct external security assessments, and participate in, conduct, and/or administer exercises, drills, and recovery tests as part of this program. We also maintain training programs and policies and procedures designed to safeguard employee handling and use of data, internet usage, controlled access measures, and physical protections. We consult with industry groups, monitor threat intelligence reports, and communicate with various government agencies in an effort to stay up-to-date on changes in the cybersecurity threat landscape. This program, in addition to addressing our own information systems, is also designed to oversee, identify, and reduce the potential impact of a security incident at a third-party service provider or that otherwise impacts third-party technology and systems we use.

Internal Cybersecurity Team

The Company's internal information security organization (Internal Cybersecurity Team), led by our Executive Vice President and Chief Information Officer (CIO) as well as the Assistant Vice President and Chief Information Security Officer (CISO), is responsible for coordinating all aspects of the Company's electronic information security systems, including prevention, detection, mitigation, and remediation of cybersecurity incidents, as well as implementing, monitoring, and maintaining our enterprise-wide security strategy, standards, architecture, policies, and processes. Our CIO reports directly to our Chief Executive Officer, our CISO reports to our CIO, and reporting to our CISO are our Deputy Chief Information Security Officer (Deputy CISO) and other experienced information security personnel responsible for various parts of our business. In addition to our internal cybersecurity capabilities, we also periodically engage assessors, consultants, auditors, and other third parties

to assist with assessing, identifying, and managing cybersecurity risks. When the Company learns of a cybersecurity incident at a third-party service provider, the Company's respective department contacts maintain communication with the third-party service provider and communicate any cybersecurity incidents to the CISO.

Security Policy and Requirements

As part of the Company's Crisis Management Plan, the Company's cybersecurity Incident Response Plan (the IRP) provides a framework for responding to cybersecurity incidents. The IRP sets out a coordinated approach to discovering, investigating, containing, tracking, mitigating, and remediating cybersecurity incidents, including a framework for elevating and reporting findings and keeping senior management and other key stakeholders informed and involved, based on assessments regarding the scope or significance of incidents. The IRP applies to the Company's extended computing environment, including electronic information resources that are owned or used by the Company and are routinely relied on to support our operations.

The Internal Cybersecurity Team has robust processes and redundancies in place designed with the objective of deterring, detecting, mitigating, and responding to potential cybersecurity threats, which includes a vulnerability assessment, prioritization, and remediation program. The Internal Cybersecurity Team also performs regular system penetration testing to validate our security controls and assess our infrastructure and applications. All management employees take mandatory security awareness training on the Company's data security policies and procedures, which is supplemented by Company-wide testing initiatives, including periodic phishing tests.

Our information security program is designed to align our defenses and resources to identify, assess, and address more likely and more damaging cyber events, to provide support for our organizational mission and operational objectives, and to position us to deter, detect, mitigate, and respond to a wide variety of potential attacks in a timely fashion. Our information security program employs quantitative and qualitative approaches to evaluate the effectiveness of controls and assess the resiliency of critical computing resources. This data is combined with knowledge of common attack techniques to assess the likelihood of components being compromised and assess potential financial implications under different scenarios. The results are used to help identify potentially material risks and provide insights which are taken into account when prioritizing our security initiatives.

Material Cybersecurity Risks, Threats, and Incidents

Due to the evolving nature of cybersecurity threats, it has and will continue to be difficult to prevent, detect, mitigate, and remediate cybersecurity incidents. While we are not aware of having experienced any material effects or reasonably likely material effects on our Company, its business strategy, results of operations, or financial condition resulting from cybersecurity threats or incidents to date, as a critical infrastructure provider, we may be a target of well-funded and sophisticated adverse actors. There can be no guarantee that we will not be the subject of future risks or incidents that have such an effect, or that we are not currently the subject of an undetected risk or incident that may have such an effect.

We also rely on information technology and third-party vendors to support our operations, including our secure processing of personal, confidential, sensitive, proprietary, and other types of information. Despite ongoing efforts to continue improvement of our and our vendors' ability to protect against cyber incidents, we may not be able to protect all of the information systems we use. Incidents may lead to reputational harm, revenue and client loss, legal actions, or statutory penalties, among other consequences. For a more detailed discussion of these risks, see our discussion in the Risk Factors in Item 1A of this report.

Governance

The Board of Directors has delegated primary oversight of the Company's cybersecurity risk to the Audit Committee, which receives updates on cybersecurity risks, risk mitigation initiatives, and incidents at each regularly scheduled Audit Committee meeting from the CIO, CISO, and other members of management, as needed. When making decisions regarding director appointments and committee assignments, the Board of Directors takes into consideration the cybersecurity experience of directors and director candidates and strives to maintain cybersecurity expertise on the Board of Directors and Audit Committee. We have protocols by which certain cybersecurity incidents are reported to the Audit Committee and Board of Directors.

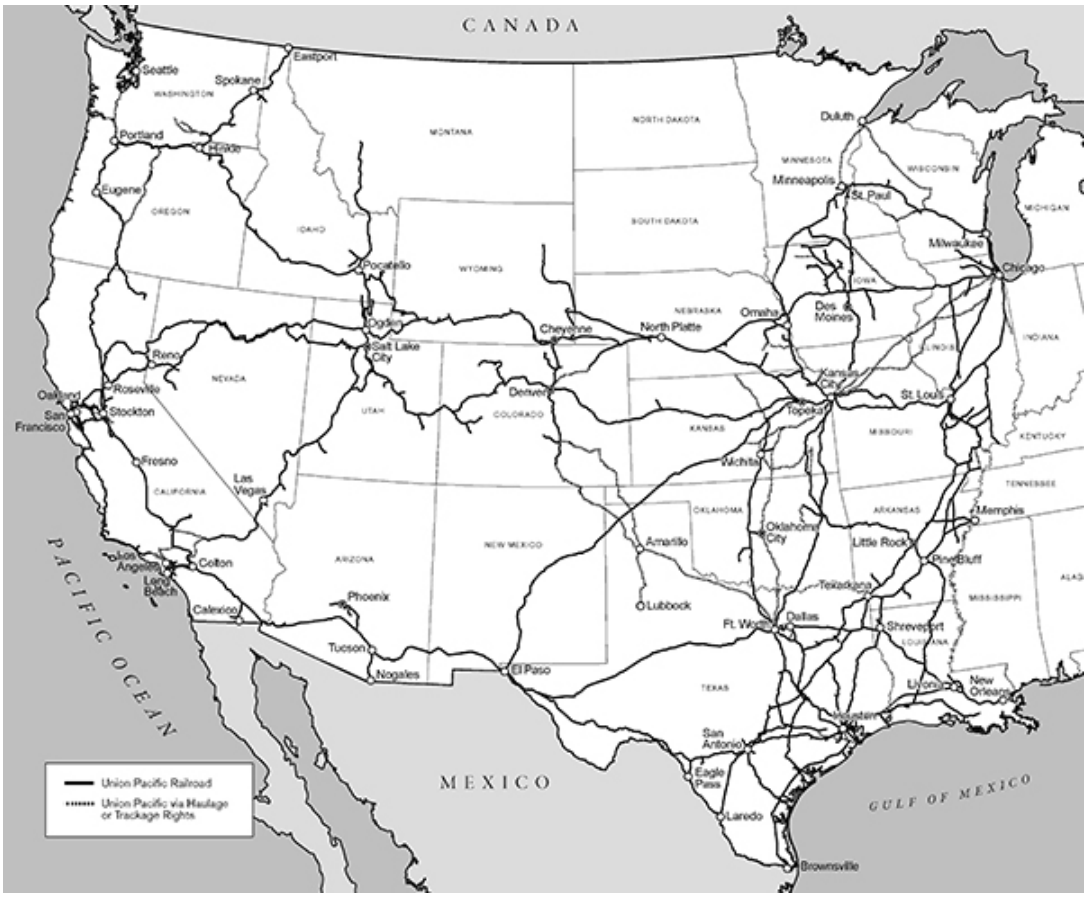
At the management level, our CIO, CISO, and Deputy CISO, each of whom has extensive cybersecurity knowledge and skills gained from over 28 years, 29 years, and 20 years of relevant work experience, respectively, head the Internal Cybersecurity Team that is responsible for implementing and maintaining cybersecurity and data protection practices across our business, with our CIO reporting directly to our Chief Executive Officer. Our CISO and Deputy CISO receive reports on cybersecurity threats from a number of experienced information security professionals for various parts of our business on an ongoing

basis and, in conjunction with other management personnel, regularly consult on risk management measures implemented by the Company to identify and mitigate data protection and cybersecurity risks.

In addition, our Risk and Compliance Committee (RCC) is responsible for oversight and support of the Company's Enterprise Risk Management and Compliance and Ethics programs and is comprised of the Executive Leadership Team and the Senior Vice President and Chief Accounting, Risk, and Compliance Officer (Compliance Officer). The RCC also created a subcommittee, the Enterprise Risk Management Committee (ERMC), who is charged with continually monitoring, evaluating, and managing enterprise risks. The ERMC includes the Compliance Officer, General Auditor, Vice President Law - Finance, Compliance and Commercial Litigation, Vice President and Chief Safety Officer, CISO, Vice President - Strategy and Corporate Development, and Assistant Vice President - Executive Services. The RCC and ERMC both meet throughout the year and receive periodic updates on cybersecurity from the CISO.

Item 2. Properties

We employ a variety of assets in the management and operation of our rail business. Our rail network covers 23 states in the western two-thirds of the U.S.



TRACK

Our rail network includes 32,880 route miles. We own 26,291 miles and operate on the remainder pursuant to trackage rights or leases. The following table describes track miles:

As of December 31,	***2024***	*2023*
Route	**32,880**	32,693
Other main line	**7,116**	7,117
Passing lines and turnouts	**3,526**	3,466
Switching and classification yard lines	**8,850**	8,852
Total miles	**52,372**	52,128

HEADQUARTERS BUILDING

We own our headquarters building in Omaha, Nebraska. The facility has 1.2 million square feet of space that can accommodate approximately 4,000 employees.

HARRIMAN DISPATCHING CENTER

The Harriman Dispatching Center (HDC), located in Omaha, Nebraska, is our primary dispatching facility. It is linked to regional dispatching and locomotive management facilities at various locations along our network. HDC employees coordinate moves of locomotives and trains, manage traffic and train crews on our network, and coordinate interchanges with other railroads. Generally, around 600 employees work on-site in the facility. In the event of a disruption of operations at HDC due to a cyber-attack, flooding or severe weather, pandemic outbreak, or other event, we maintain the capability to conduct critical operations at back-up facilities in different locations.

RAIL FACILITIES

In addition to our track structure, we operate numerous facilities, including terminals for intermodal and other freight; rail yards for building trains (classification yards), switching, storage-in-transit (the temporary storage of customer goods in rail cars prior to shipment), and other activities; offices to administer and manage our operations; dispatching centers to direct traffic on our rail network; crew on duty locations for train crews along our network; and shops and other facilities for fueling, maintenance, and repair of locomotives and repair and maintenance of rail cars and other equipment. The following table includes the major yards and terminals on our system:

Major Classification Yards	*Major Intermodal Terminals*
Houston, Texas	Joliet (Global 4), Illinois
North Platte, Nebraska	Global II (Chicago), Illinois
North Little Rock, Arkansas	East Los Angeles, California
Livonia, Louisiana	ICTF (Long Beach), California
Fort Worth, Texas	Mesquite, Texas
West Colton, California	Marion, Arkansas
Roseville, California	Lathrop, California

RAIL EQUIPMENT

Our equipment includes owned and leased locomotives and rail cars; heavy maintenance equipment and machinery; other equipment and tools in our shops, offices, and facilities; and vehicles for maintenance, transportation of crews, and other activities. As of December 31, 2024, we owned or leased the following units of equipment:

Locomotives	*Owned*	*Leased*	*Total*	*Average Age (yrs.)*
Multiple purpose	5,973	920	6,893	25.2
Switching	122	-	122	44.6
Other	11	-	11	54
Total locomotives	6,106	920	7,026	N/A

Freight cars	*Owned*	*Leased*	*Total*	*Average Age (yrs.)*
Covered hoppers	14,642	8,897	23,539	21.1
Open hoppers	4,658	579	5,237	37.8
Gondolas	6,293	4,251	10,544	23.4
Boxcars	3,741	5,526	9,267	27.2
Refrigerated cars	2,404	945	3,349	20.1
Flat cars	1,966	1,952	3,918	33.4
Other	-	322	322	36.1
Total freight cars	33,704	22,472	56,176	N/A

Highway revenue equipment	*Owned*	*Leased*	*Total*	*Average Age (yrs.)*
Containers	46,375	288	46,663	13.1
Chassis	4,356	1,197	5,553	11.6
Total highway revenue equipment	50,731	1,485	52,216	N/A

We continuously assess our need for equipment to run an efficient and reliable network. Many factors cause us to adjust the size of our active fleets, including changes in carload volumes, weather events, seasonality, customer preferences, and operational efficiency initiatives. As some of these factors are difficult to assess or can change rapidly, we maintain a buffer to remain agile. Without the buffer, our ability to react quickly is hindered as equipment suppliers are limited and lead times to acquire equipment are long and may be in excess of a year. We believe our locomotive and freight car fleets are appropriately sized to meet our current and future business requirements. These fleets serve as the most reliable and efficient equipment to facilitate growth without additional acquisitions. Locomotive and freight car in service utilization percentages for the year ended December 31, 2024, were 65% and 75%, respectively.

CAPITAL EXPENDITURES

Our rail network requires significant annual capital investments for replacement, improvement, and expansion. These investments enhance safety, support the transportation needs of our customers, improve our operational efficiency, and support emission reduction initiatives. Additionally, we add new equipment to our fleet to replace older equipment and to support growth and customer demand.

2024 Capital Program – During 2024, our capital program totaled approximately $3.4 billion. (See the cash capital investments table in Management's Discussion and Analysis of Financial Condition and Results of Operations - Liquidity and Capital Resources, Item 7, of this report.)

2025 Capital Plan – In 2025, we expect our capital plan to be approximately $3.4 billion, consistent with 2024. (See further discussion of our 2025 capital plan in Management's Discussion and Analysis of Financial Condition and Results of Operations - Liquidity and Capital Resources, Item 7, of this report.)

OTHER

Equipment Encumbrances – See Note 14 and 16 to the Financial Statements and Supplementary Data, Item 8.

Environmental Matters – Certain of our properties are subject to federal, state, and local laws and regulations governing the protection of the environment. (See discussion within this report of environmental issues in Business - Governmental and Environmental Regulation, Item 1; Management's Discussion and Analysis of Financial Condition and Results of Operations - Critical Accounting Estimates - Environmental, Item 7; and Note 17 to the Financial Statements and Supplementary Data, Item 8.)

Item 3. Legal Proceedings

From time to time, we are involved in legal proceedings, claims, and litigation that occur in connection with our business. We routinely assess our liabilities and contingencies in connection with these matters based upon the latest available information and, when necessary, we seek input from our third-party advisors when making these assessments. Consistent with SEC rules and requirements, we describe below material pending legal proceedings (other than ordinary routine litigation incidental to our business), material proceedings known to be contemplated by governmental authorities, other proceedings arising under federal, state, or local environmental laws and regulations (including governmental proceedings involving potential fines, penalties, or other monetary sanctions in excess of $1,000,000), and such other pending matters that we may determine to be appropriate. See also Note 17 to the Financial Statements and Supplementary Date, Item 8.

ENVIRONMENTAL MATTERS

We receive notices from the EPA and state environmental agencies alleging that we are or may be liable under federal or state environmental laws for remediation costs at various sites throughout the U.S., including sites on the Superfund National Priorities List or state superfund lists. We cannot predict the ultimate impact of these proceedings and suits because of the number of potentially responsible parties involved, the degree of contamination by various wastes, the scarcity and quality of volumetric data related to many of the sites, and the speculative nature of remediation costs.

Information concerning environmental claims and contingencies and estimated remediation costs is set forth in this report in Management's Discussion and Analysis of Financial Condition and Results of Operations - Critical Accounting Estimates - Environmental, Item 7, and Note 17 to the Financial Statements and Supplementary Data, Item 8.

OTHER MATTERS

Antitrust Litigation – As we reported in our Quarterly Report on Form 10-Q for the quarter ended June 30, 2007, 20 rail shippers (many of whom were represented by the same law firms) filed virtually identical antitrust lawsuits in various federal district courts against us and four other Class I railroads in the U.S. Currently, UPRR and three other Class I railroads are the named defendants in the lawsuits. The original plaintiff filed the first of these claims in the U.S. District Court in New Jersey on May 14, 2007. These suits alleged that the named railroads engaged in price-fixing by establishing common fuel surcharges for certain rail traffic.

On August 16, 2019, the U.S. Court of Appeals for the District of Columbia Circuit (D.C. Circuit) affirmed the decision of U.S. District Court for the District of Columbia (U.S. District Court) denying class certification (the Certification Denial). Only five plaintiffs remain in this multidistrict litigation (MDL I) originally filed in 2007. The MDL I claims previously were proceeding on a consolidated basis in the U.S. District of Columbia District Court before the Honorable Paul L. Friedman. In 2024, they were transferred to the Honorable Beryl A. Howell.

Since the Certification Denial, approximately 106 lawsuits by individual shippers are pending in federal court based on claims essentially identical to those alleged in MDL I. The Judicial Panel on Multidistrict Litigation consolidated these suits for pretrial proceedings in the U.S. District Court before the Honorable Beryl A. Howell (MDL II).

As we reported in our Current Report on Form 8-K, filed on June 10, 2011, Oxbow Carbon & Minerals LLC and related entities (Oxbow) filed a complaint against UPRR in the U.S. District Court on June 7, 2011. In 2019, Oxbow dismissed certain claims and the claims that remain are the same as the Plaintiffs' claims in MDL I. Oxbow's claims previously were proceeding in the U.S. District of Columbia District Court before the Honorable Pail L. Friedman. In 2024, Oxbow's case was transferred to the Honorable Beryl A. Howell.

We continue to deny the allegations that our fuel surcharge programs violate the antitrust laws or any other laws. We believe that these lawsuits are without merit, and we will vigorously defend our actions. Therefore, we currently believe that these matters will not have a material adverse effect on any of our results of operations, financial condition, and liquidity.

Item 4. Mine Safety Disclosures

Not applicable.

Information About Our Executive Officers and Principal Executive Officers of Our Subsidiaries

The Board of Directors typically elects and designates our executive officers on an annual basis at the board meeting held in conjunction with the Annual Meeting of Shareholders, and they hold office until their successors are elected. Executive officers also may be elected and designated throughout the year, as the Board of Directors considers appropriate. There are no family relationships among the officers, nor is there any arrangement or understanding between any officer and any other person pursuant to officer selection. The following table sets forth certain information current as of February 7, 2025, relating to the executive officers of UPC and the Railroad.

Name	*Position*	*Age*	*Business Experience During Past Five Years*
V. James Vena	Chief Executive Officer	66	[1]
Elizabeth F. Whited	President	59	[2]
Jennifer L. Hamann	Executive Vice President and Chief Financial Officer	57	Current Position
Eric J. Gehringer	Executive Vice President - Operations	45	[3]
Rahul Jalali	Executive Vice President and Chief Information Officer	51	[4]
Craig V. Richardson	Executive Vice President, Chief Legal Officer, and Corporate Secretary	63	[5]
Kenny G. Rocker	Executive Vice President - Marketing and Sales	53	Current Position
Todd M. Rynaski	Senior Vice President and Chief Accounting, Risk, and Compliance Officer	54	[6]

[1] Mr. Vena was elected Chief Executive Officer effective August 14, 2023. He previously served as a Senior Advisor to the Chairman (January 2021 - June 2021) and Chief Operating Officer (January 2019 - December 2020).

[2] Ms. Whited was elected President effective August 14, 2023. Ms. Whited most recently served as Executive Vice President - Sustainability and Strategy (February 2022 - August 2023). She previously served as Executive Vice President and Chief Human Resources Officer (August 2018 - February 2022).

[3] Mr. Gehringer was elected Executive Vice President - Operations effective January 1, 2021. Mr. Gehringer previously served as Senior Vice President - Transportation (July 2020 - December 2020) and Vice President - Mechanical and Engineering (January 2020 - July 2020).

[4] Mr. Jalali was elected Executive Vice President and Chief Information Officer effective June 1, 2023. Mr. Jalali most recently served as Senior Vice President and Chief Information Officer (November 2020 - May 2023).

[5] Mr. Richardson was elected Executive Vice President, Chief Legal Officer, and Corporate Secretary effective December 8, 2020. He most recently served as Interim Executive Vice President, Chief Legal Officer, and Corporate Secretary (September 2020 - November 2020) and Vice President - Commercial and Regulatory Law (July 2018 - August 2020).

[6] Mr. Rynaski was elected Senior Vice President and Chief Accounting, Risk, and Compliance Officer effective July 1, 2022. Mr. Rynaski previously served as Vice President and Controller (September 2015 - June 2022).

PART II

Item 5. Market for the Registrant's Common Equity, Related Stockholder Matters, and Issuer Purchases of Equity Securities

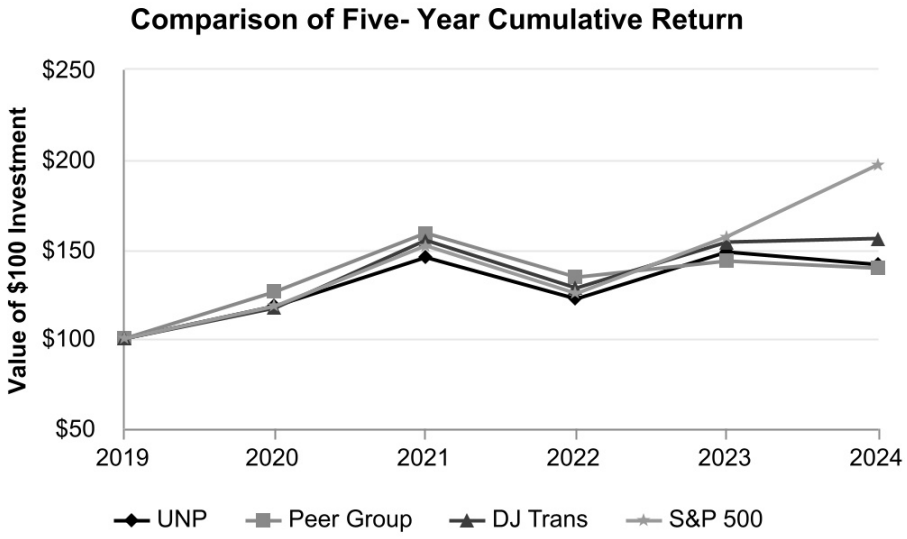
Our common stock is traded on the NYSE under the symbol "UNP".

At January 31, 2025, there were 604,286,378 shares of common stock outstanding and 26,755 common shareholders of record. On that date, the closing price of the common stock on the NYSE was $247.79. We paid dividends to our common shareholders during each of the past 125 years.

Comparison Over One- and Three-Year Periods – The following table presents the cumulative total shareholder returns, assuming reinvestment of dividends, over one- and three-year periods for the Corporation (UNP), a peer group index (comprised of CSX Corporation and Norfolk Southern Corporation), the Dow Jones Transportation Index (DJ Trans), and the Standard & Poor's 500 Stock Index (S&P 500).

Period	*UNP*	*Peer Group*	*DJ Trans*	*S&P 500*
1 Year (2024)	(5.1 %)	(2.4 %)	1.5 %	25.0 %
3 Year (2022 - 2024)	(3.1 %)	(13.0 %)	0.6 %	29.2 %

Five-Year Performance Comparison – The following graph provides an indicator of cumulative total shareholder returns for the Corporation as compared to the peer group index (described above), the DJ Trans, and the S&P 500. The graph assumes that $100 was invested in the common stock of Union Pacific Corporation and each index on December 31, 2019, and that all dividends were reinvested. The information below is historical in nature and is not necessarily indicative of future performance.



Purchases of Equity Securities – During 2024, we repurchased 6,467,619 shares of our common stock at an average price of $240.51. The following table presents common stock repurchases during each month for the fourth quarter of 2024:

Period	*Total Number of Shares Purchased [a]*	*Average Price Paid Per Share*	*Total Number of Shares Purchased as Part of a Publicly Announced Plan or Program*	*Maximum Number of Shares Remaining Under the Plan or Program [b]*
Oct. 1 through Oct. 31	2,503,616	$ 237.58	2,503,002	74,390,644
Nov. 1 through Nov. 30	303,827	235.43	301,783	74,088,861
Dec. 1 through Dec. 31	274	244.72	-	74,088,861
Total	2,807,717	$ 237.35	2,804,785	N/A

[a] Total number of shares purchased during the quarter includes approximately 2,932 shares delivered or attested to UPC by employees to pay stock option exercise prices, satisfy excess tax withholding obligations for stock option exercises or vesting of retention units, and pay withholding obligations for vesting of retention shares.

[b] Effective April 1, 2022, our Board of Directors authorized the repurchase of up to 100 million shares of our common stock by March 31, 2025. These repurchases may be made on the open market or through other transactions. Our management has sole discretion with respect to determining the timing and amount of these transactions.

Item 6. [Reserved]

Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations

The following discussion should be read in conjunction with the Consolidated Financial Statements and applicable notes to the Financial Statements and Supplementary Data, Item 8, and other information in this report, including Risk Factors set forth in Item 1A and Critical Accounting Estimates and Cautionary Information at the end of this Item 7. The following section generally discusses 2024 and 2023 items and year-to-year comparisons between 2024 and 2023. Discussions of 2022 items and year-to-year comparisons between 2023 and 2022 that are not included in this Form 10-K can be found in "Management's Discussion and Analysis of Financial Condition and Results of Operations" in Part II, Item 7, of the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2023.

The Railroad, along with its subsidiaries and rail affiliates, is our one reportable operating segment. Although we provide and analyze revenues by commodity group, we treat the financial results of the Railroad as one segment due to the integrated nature of our rail network.

EXECUTIVE SUMMARY

2024 Results

- **Safety** – 2024 was a transformational year on our journey to becoming the safest railroad. Our strategy is broken into four pillars – Injury Prevention, Leverage Technology, Situational Awareness Testing, and Peer-to-Peer Engagement.

  Injury Prevention efforts focus on specific, critical tasks to reduce the risk of injury or derailment. These critical tasks are those where any form of non-compliance can result in a serious injury. Training is key to helping our employees understand how to execute those tasks safely.

  We are Leveraging Technology to eliminate or automate activities with the most risk. We have more than 7,000 wayside detectors that monitor freight cars and locomotives in real time, generating 16 million data points daily to proactively identify and mitigate risks. We are building safer trains with our proprietary Physics Train Builder technology, which allows us to evaluate train and route characteristics to enable proactive intervention by our Operating Practices Command Center to prevent derailments. We utilize our autonomous geometry car fleet to inspect 500,000 miles of track annually. This technology and the data it provides enable us to direct investments and resources in the right place, helping to significantly reduce track-caused derailments over the last 10 years.

  Situational Awareness Testing (a program we call COMMIT) is our program that observes, tests, and coaches our employees to promote understanding and compliance with our work rules. This goes beyond the classroom, with an emphasis on being in the field with the employees as they are performing the activities that run the railroad.

  Peer-to-Peer Engagement is driving employee ownership through engagement with our safety programs. This is our culture, a personal commitment to do our jobs with a passion for safety so everyone goes home safely. Employees are encouraged to speak up if they see unsafe behaviors.

The focus on these four pillars is driving results. Our personal injury rate (the number of reportable injuries for every 200,000 employee-hours worked) is down 23% and our derailment incident rate (the number of reportable derailment incidents per million train miles) down 20% compared to 2023 results.

- **Service** – Service performance index for both intermodal and manifest products improved 2 and 4 points, respectively, compared to 2023. Throughout the year we improved network fluidity as reflected in 2% faster freight car velocity and record terminal dwell, improved 3% from 2023.

- **Operational Excellence** – Network performance throughout 2024 was strong. While we experienced some powerful weather events in the second quarter and a second half surge in international intermodal shipments, most of our operating metrics improved year-over year. We maintained a resource buffer that allowed us to strategically integrate crews, locomotives, and freight cars into the network to efficiently handle the growth and recover from the weather events.

- **Financial Results** – Core pricing gains, strong productivity, and 3% volume growth positively impacted our financial results. Operating income of $9.7 billion increased 7% from 2023, and our operating ratio was 59.9%, improving 2.4 points from 2023. Net income of $6.7 billion translated into earnings of $11.09 per diluted share, up 6% from 2023.

  We generated $9.3 billion of cash provided by operating activities, yielded free cash flow of $2.8 billion after reductions of $3.3 billion for cash used in investing activities and $3.2 billion in dividends paid. Both cash provided by operating activities and free cash flow were higher by $384 million due to payments in 2023 related to back wages for agreements reached with our labor unions.

Free cash flow is defined as cash provided by operating activities less cash used in investing activities and dividends paid. Free cash flow is not considered a financial measure under GAAP by SEC Regulation G and Item 10 of SEC Regulation S-K and may not be defined and calculated by other companies in the same manner. We believe free cash flow is important to management and investors in evaluating our financial performance and measures our ability to generate cash without additional external financing. Free cash flow should be considered in addition to, rather than as a substitute for, cash provided by operating activities. The following table reconciles cash provided by operating activities (GAAP measure) to free cash flow (non-GAAP measure):

Millions		***2024***	***2023***	***2022***
Cash provided by operating activities	**$**	**9,346**	$ 8,379	$ 9,362
Cash used in investing activities		**(3,325)**	(3,667)	(3,471)
Dividends paid		**(3,213)**	(3,173)	(3,159)
Free cash flow	**$**	**2,808**	$ 1,539	$ 2,732

2025 Outlook

- **Safety** – Our goal is to be an industry leader in safety, and we are committed to continuously finding new ways to enhance safety. In 2025, we will continue to focus on our four pillars of safety. Training that engages both new and experienced employees is fundamental to our success. Critical safety tasks will be reinforced and enhanced by adding critical-thinking scenarios to the classroom curriculum. We will continue using a comprehensive safety management approach utilizing technology, hazard identification and risk assessments, employee engagement, training, quality control, and targeted capital investments. In addition, we will continue to collect and utilize data with the goal of identifying and mitigating exposure to risk, detect rail defects, improve or close grade crossings, and educate the public and law enforcement agencies about crossing safety through a combination of our own programs (including risk assessment strategies), industry programs, and local community activities across the network. Safety is paramount to the success of the railroad and deeply ingrained in our culture, and this will not change in 2025.

- **Service** – We are committed to delivering the service we sold to our customers. As we meet with customers to agree on their specific needs and outcomes, we will continue to measure ourselves against the best service we provided them over the last three years and use that as a guide for meeting their expectations. We will engage with customers by being the first to act on new opportunities, investing to grow, and finding innovative solutions to win together.

- **Operational Excellence** – To provide our customers with the service we sold, we must run a fluid network. Network fluidity enables us to effectively utilize all our resources and provides the capacity to respond in an ever-changing environment. Terminal dwell and freight car velocity are key indicators of that fluidity. We will continue to transform our railroad using technology and automation to further improve our service product, improve resource utilization, and lower our overall cost structure.

- **Business Volumes** – Macroeconomic uncertainties remain in 2025 that could have a material impact on our 2025 financial and operating results. Current forecasts for 2025 industrial production show a slight increase versus 2024. In addition, other factors, such as imposition of higher tariffs and changes in domestic and foreign monetary policy may affect economic activity and demand for rail transportation; natural gas prices, weather conditions, and demand for other energy sources may impact the coal market; crude oil prices and spreads may drive demand for petroleum products and drilling materials; available truck capacity could impact our intermodal business; and international trade agreements could promote or hinder trade. Lower coal demand, resulting from ongoing competitive energy dynamics and reduced coal-fired electricity production, and lower international intermodal business, due to the west coast volume surge in 2024, are expected to negatively impact volumes. Additionally, the way our customers are affected by and respond to the implementation of new tariffs may influence our volume levels and traffic flows. Fuel prices may continue to fluctuate in the current economic environment. As prices fluctuate, there will be a timing impact on earnings, as our fuel surcharge programs trail increases or decreases in fuel prices by approximately two months. Regardless of external factors, we will focus on operating a safe railroad and delivering the service we sold to our customers as well as effective asset utilization, cost control, and seeking new business opportunities.

RESULTS OF OPERATIONS

Operating Revenues

Millions		***2024***	*2023*	*2022*	***% Change 2024 v 2023***	*% Change 2023 v 2022*
Freight revenues	**$**	**22,811**	$ 22,571	$ 23,159	**1 %**	(3)%
Other subsidiary revenues		**788**	872	884	**(10)**	(1)
Accessorial revenues		**554**	584	779	**(5)**	(25)
Other		**97**	92	53	**5**	74
Total	**$**	**24,250**	$ 24,119	$ 24,875	**1 %**	(3)%

We generate freight revenues by transporting products from our three commodity groups. Freight revenues vary with volumes (carloads) and average revenue per car (ARC). Changes in price, traffic mix, and fuel surcharges drive ARC. Customer incentives, which are primarily provided for shipping to/from specific locations or based on cumulative volumes, are recorded as a reduction to operating revenues. Customer incentives that include variable consideration based on cumulative volumes are estimated using the expected value method, which is based on available historical, current, and forecasted volumes, and recognized as the related performance obligation is satisfied. We recognize freight revenues over time as shipments move from origin to destination. The allocation of revenues between reporting periods is based on the relative transit time in each reporting period with expenses recognized as incurred.

Other subsidiary revenues (primarily logistics and commuter rail operations) are generally recognized over time as shipments move from origin to destination. The allocation of revenues between reporting periods is based on the relative transit time in each reporting period with expenses recognized as incurred. Accessorial revenues are recognized at a point in time as performance obligations are satisfied.

Freight revenues increased 1% year-over-year to $22.8 billion driven by a 3% increase in volumes and core pricing gains, partially offset by lower fuel surcharge revenues and negative mix of traffic (for example, a relative increase in international intermodal shipments, which have a lower ARC). Volume increases were primarily driven by international intermodal and grain and grain product shipments, partially offset by weaker demand for coal and rock shipments.

Our fuel surcharge programs generated freight revenues of $2.6 billion and $3.0 billion in 2024 and 2023, respectively. Fuel surcharge revenues in 2024 decreased $0.4 billion due to a 15% decrease in fuel prices and the lag impact of fluctuating fuel prices (it can generally take up to two months for changing fuel prices to affect fuel surcharge recoveries), partially offset by higher volumes.

In 2024, other subsidiary revenues decreased compared to 2023 primarily driven by a weaker demand for intermodal shipments at our subsidiary that brokers intermodal and transload logistics services and the partial transfer of our commuter operations to Metra. Accessorial revenues decreased in 2024 compared to 2023 driven by lower intermodal accessorial revenues because of our intermodal equipment sale, partially offset by a one-time contract settlement.

The following tables summarize the year-over-year changes in freight revenues, revenue carloads, and ARC by commodity type:

Freight Revenues					***% Change 2024 v***	*% Change 2023 v*
Millions	***2024***	*2023*	*2022*		***2023***	*2022*
Grain & grain products	**$ 3,828**	$ 3,644	$ 3,598		**5 %**	1 %
Fertilizer	**811**	757	712		**7**	6
Food & refrigerated	**1,085**	1,041	1,093		**4**	(5)
Coal & renewables	**1,483**	1,916	2,134		**(23)**	(10)
Bulk	**7,207**	7,358	7,537		**(2)**	(2)
Industrial chemicals & plastics	**2,345**	2,176	2,158		**8**	1
Metals & minerals	**2,081**	2,194	2,196		**(5)**	-
Forest products	**1,326**	1,347	1,465		**(2)**	(8)
Energy & specialized markets	**2,688**	2,521	2,386		**7**	6
Industrial	**8,440**	8,238	8,205		**2**	-
Automotive	**2,452**	2,421	2,257		**1**	7
Intermodal	**4,712**	4,554	5,160		**3**	(12)
Premium	**7,164**	6,975	7,417		**3**	(6)
Total	**$ 22,811**	$ 22,571	$ 23,159		**1 %**	(3)%

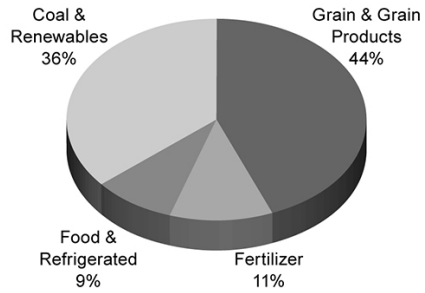
Revenue Carloads				***% Change 2024 v***	*% Change 2023 v*
Thousands	***2024***	*2023*	*2022*	***2023***	*2022*
Grain & grain products	**850**	798	798	**7 %**	- %
Fertilizer	**213**	191	190	**12**	1
Food & refrigerated	**177**	175	187	**1**	(6)
Coal & renewables	**702**	867	885	**(19)**	(2)
Bulk	**1,942**	2,031	2,060	**(4)**	(1)
Industrial chemicals & plastics	**672**	645	637	**4**	1
Metals & minerals	**719**	793	785	**(9)**	1
Forest products	**213**	213	241	**-**	(12)
Energy & specialized markets	**607**	582	552	**4**	5
Industrial	**2,211**	2,233	2,215	**(1)**	1
Automotive	**824**	820	778	**-**	5
Intermodal [a]	**3,357**	3,028	3,116	**11**	(3)
Premium	**4,181**	3,848	3,894	**9**	(1)
Total	**8,334**	8,112	8,169	**3 %**	(1)%

Average Revenue per Car	***2024***	*2023*	*2022*	***% Change 2024 v 2023***	*% Change 2023 v 2022*
Grain & grain products	**$ 4,505**	$ 4,567	$ 4,509	**(1)%**	1 %
Fertilizer	**3,809**	3,962	3,749	**(4)**	6
Food & refrigerated	**6,104**	5,929	5,844	**3**	1
Coal & renewables	**2,113**	2,211	2,410	**(4)**	(8)
Bulk	**3,710**	3,623	3,658	**2**	(1)
Industrial chemicals & plastics	**3,493**	3,374	3,388	**4**	-
Metals & minerals	**2,893**	2,765	2,797	**5**	(1)
Forest products	**6,229**	6,310	6,092	**(1)**	4
Energy & specialized markets	**4,426**	4,335	4,320	**2**	-
Industrial	**3,818**	3,689	3,704	**3**	-
Automotive	**2,976**	2,955	2,902	**1**	2
Intermodal [a]	**1,404**	1,504	1,656	**(7)**	(9)
Premium	**1,714**	1,813	1,905	**(5)**	(5)
Average	**$ 2,737**	$ 2,782	$ 2,835	**(2)%**	(2)%

[a] For intermodal shipments, each container or trailer equals one carload.

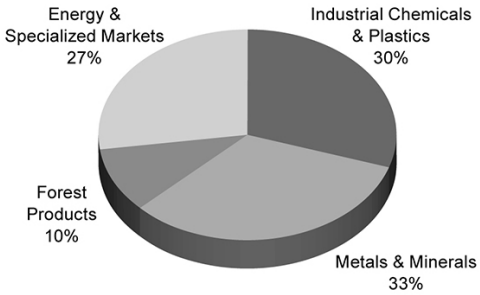
Bulk – Bulk includes shipments of grain and grain products, fertilizer, food and refrigerated, and coal and renewables. Freight revenues from bulk shipments decreased in 2024 compared to 2023 due to lower volumes and lower fuel surcharge revenues, partially offset by positive mix, from decreased coal shipments, and core pricing gains. Volumes declined 4% compared to 2023 driven by reduced use of coal in electricity generation because of low natural gas prices, coal fired plant capacity, and mild winter weather, partially offset by strength in export grain to Mexico and several other grain products. Additionally, the volume declines were partially offset by increased fertilizer shipments due to strong demand and a 2023 customer outage. Volumes for coal and renewables and food and refrigerated shipments were negatively impacted by outages and service challenges due to repeated snow events in Wyoming and flooding in California in the first quarter of 2023 positively impacting the year-over-year comparisons.

2024 Bulk Carloads



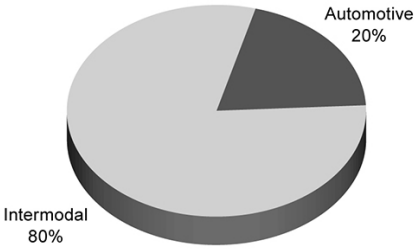
Industrial – Industrial includes shipments of industrial chemicals and plastics, metals and minerals, forest products, and energy and specialized markets. Freight revenues from industrial shipments increased in 2024 versus 2023 due to core pricing gains and positive mix of traffic from decreased short haul rock shipments and increased petroleum shipments, partially offset by lower fuel surcharge revenues and lower volumes. Volumes decreased 1% compared to 2023 driven by lower demand for rock, due to weather, high inventories, and softness in Southern markets, and decreased sand shipments due to the use of local sources, partially offset by strength in petroleum, industrial chemicals, and plastics.

2024 Industrial Carloads



Premium – Premium includes shipments of finished automobiles, automotive parts, and merchandise in intermodal containers, both domestic and international. Freight revenues from premium shipments increased driven by higher volumes and core pricing gains, partially offset by lower fuel surcharge revenues and negative mix. Starting in the third quarter of 2024, international intermodal experienced heavy demand due to increased U.S. West Coast imports, a result of freight shifting from the East Coast and Canadian ports due to uncertainty related to labor negotiations, driving volumes up over 30% in the second half of the year compared to the second half of 2023. In addition, business development efforts in domestic intermodal drove volume growth in 2024 compared to 2023. Automotive shipments were flat year-over-year as business development wins were offset by market weakness and unplanned production decreases.

2024 Premium Carloads



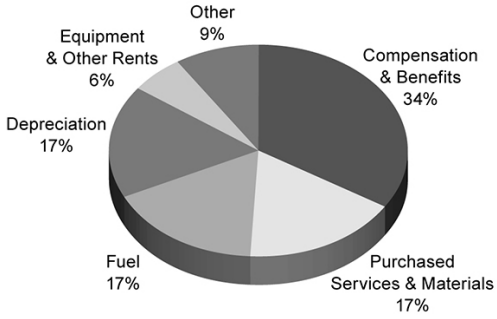
Mexico Business – Freight revenues from each of our commodity groups includes revenues from shipments to and from Mexico, which amounted to $3.0 billion in 2024, up 8% compared to 2023, driven by a 3% volumes increase and a 4% increase in ARC. The volume increases were driven by higher grain and grain product shipments and finished vehicle shipments, partially offset by lower automotive parts shipments.

Operating Expenses

Millions		***2024***	*2023*	*2022*	***% Change 2024 v 2023***	*% Change 2023 v 2022*
Compensation and benefits	**$**	**4,899**	$ 4,818	$ 4,645	**2 %**	4 %
Purchased services and materials		**2,520**	2,616	2,442	**(4)**	7
Fuel		**2,474**	2,891	3,439	**(14)**	(16)
Depreciation		**2,398**	2,318	2,246	**3**	3
Equipment and other rents		**920**	947	898	**(3)**	5
Other		**1,326**	1,447	1,288	**(8)**	12
Total	**$**	**14,537**	$ 15,037	$ 14,958	**(3)%**	1 %

Operating expenses decreased $500 million, or 3%, in 2024 compared to 2023 driven by lower fuel prices, productivity, a gain on the sale of intermodal equipment in 2024, partially offset by inflation, volume-related costs, and higher depreciation. In addition, positively impacting the year-over-year comparison are lower labor agreement ratification charges as we reached agreements impacting crew staffing in both years, and lower weather-related costs from less impactful winter weather in the first quarter of 2024 compared to 2023.

2024 Operating Expenses



Compensation and Benefits – Compensation and benefits include wages, payroll taxes, health and welfare costs, pension costs, and incentive costs. In 2024, expenses increased 2% compared to 2023 due to wage inflation, which includes the impact of labor agreements to modernize work rules and improve availability, higher incentive compensation, and increased crew needs associated with labor agreements and increased volumes, partially offset by 4% lower employee levels. Train, engine, and yard (TE&Y) force levels were flat compared to 2023 as improved network fluidity allowed us to handle a 3% increase in volumes and the increased needs associated with labor agreements without increasing the size of that workforce.

Purchased Services and Materials – Expense for purchased services and materials includes the costs of services purchased from outside contractors and other service providers (including equipment maintenance and contract expenses incurred by our subsidiaries for external transportation services); materials used to maintain the Railroad's lines, structures, and equipment; costs of operating facilities jointly used by UPRR and other railroads; transportation and lodging for train crew employees; trucking and contracting costs for intermodal containers; leased automobile maintenance expenses; and tools and supplies. Purchased services and materials decreased 4% in 2024 compared to 2023 driven by declines in locomotive maintenance expense due to a smaller active fleet as productivity improved year-over-year, decreased volume-related drayage cost incurred at one of our subsidiaries, and a favorable contract settlement, partially offset by inflation and volume-related costs.

Fuel – Fuel includes locomotive fuel and gasoline for highway and non-highway vehicles and heavy equipment. Fuel expense decreased compared to 2023 due to a decrease in locomotive diesel fuel prices, which averaged $2.64 per gallon (including taxes and transportation costs) in 2024 compared to $3.09 per gallon in 2023, resulting in a $0.4 billion decrease in expense (excluding any impact from decreased volumes year-over-year), and a 1% improvement to the fuel consumption rate in 2024 (computed as gallons of fuel consumed divided by gross ton-miles), partially offset by a 1% increase in gross ton-miles.

Depreciation – The majority of depreciation relates to road property, including rail, ties, ballast, and other track material. Depreciation expense was up 3% in 2024 compared to 2023 due to a higher depreciable asset base.

Equipment and Other Rents – Equipment and other rents expense primarily includes rental expense that the Railroad pays for freight cars owned by other railroads or private companies; freight car, intermodal, and locomotive leases; and office and other rent expenses, offset by equity income from certain equity method investments. Equipment and other rents expense decreased 3% compared to 2023 due to lower lease expense and improved cycle times, partially offset by increased demand in commodities utilizing freight cars owned by others and inflation.

Other – Other expenses include state and local taxes; freight, equipment, and property damage; utilities; insurance; personal injury; environmental; employee travel; telephone and cellular; computer software; bad debt; and other general expenses. Other expenses decreased 8% in 2024 compared to 2023 driven by lower personal injury costs, a 2024 gain on the sale of intermodal equipment, and a 2023 write-off, partially offset by higher freight loss and damage and other casualty cost.

Non-Operating Items

Millions		***2024***	*2023*	*2022*	***% Change 2024 v 2023***	*% Change 2023 v 2022*
Other income, net	**$**	**350**	$ 491	$ 426	**(29)%**	15 %
Interest expense		**(1,269)**	(1,340)	(1,271)	**(5)**	5
Income tax expense	**$**	**(2,047)**	$ (1,854)	$ (2,074)	**10 %**	(11)%

Other Income, net – Other income decreased in 2024 compared to 2023 driven by a $107 million real estate transaction in 2023 and lower income from other real estate transactions, partially offset by interest received in 2024 from the IRS on refund claims. See Note 6 to the Financial Statements and Supplementary Data, Item 8, for additional detail.

Interest Expense – Interest expense decreased in 2024 compared to 2023 due to a decreased weighted-average debt level of $31.6 billion in 2024 from $33.2 billion in 2023. The effective interest rate was 4.0% in both periods.

Income Tax Expense – Income tax expense increased in 2024 compared to 2023 driven by higher pre-tax income in 2024 and higher deferred tax expense reductions in 2023, partially offset by the benefit of purchased federal tax credits in 2024. In 2024, the states of Louisiana and Arkansas enacted legislation to reduce their corporate income tax rates for future years resulting in a $34 million reduction of our deferred tax expense. In 2023, the states of Nebraska, Iowa, Kansas, and Arkansas enacted legislation to reduce their corporate income tax rates for future years resulting in a $114 million reduction of our deferred tax expense. Our effective tax rates for 2024 and 2023 were 23.3% and 22.5%, respectively.

OTHER OPERATING/PERFORMANCE AND FINANCIAL STATISTICS

We report a number of key performance measures weekly to the STB. We provide these on our website at https://investor.unionpacific.com/key-performance-metrics.

Operating/Performance Statistics

Management continuously monitors these key operating metrics to evaluate our operational efficiency in striving to deliver the service product we sold to our customers.

Railroad performance measures are included in the table below:

	2024	*2023*	*2022*	***% Change 2024 v 2023***	*% Change 2023 v 2022*
Gross ton-miles (GTMs) (billions)	**847.4**	837.5	843.4	**1 %**	(1) %
Revenue ton-miles (billions)	**409.7**	413.3	420.8	**(1)**	(2)
Freight car velocity (daily miles per car) [a]	**208**	204	191	**2**	7
Average train speed (miles per hour) [a]	**23.6**	24.2	23.8	**(2)**	2
Average terminal dwell time (hours) [a]	**22.6**	23.4	24.4	**(3)**	(4)
Locomotive productivity (GTMs per horsepower day)	**135**	129	125	**5**	3
Train length (feet)	**9,469**	9,356	9,329	**1**	-
Intermodal service performance index (%)	**90**	88	76	**2 pts**	12 pts
Manifest service performance index (%)	**89**	85	77	**4 pts**	8 pts
Workforce productivity (car miles per employee)	**1,062**	1,000	1,036	**6**	(3)
Total employees (average)	**30,336**	31,490	30,717	**(4)**	3
Operating ratio (%)	**59.9**	62.3	60.1	(2.4) pts	2.2 pts

[a] As reported to the STB.

Gross and Revenue Ton-Miles – Gross ton-miles are calculated by multiplying the weight of loaded and empty freight cars by the number of miles hauled. Revenue ton-miles are calculated by multiplying the weight of freight by the number of tariff miles. In 2024, gross ton-miles increased 1% and revenue ton-miles decreased 1%, while carloadings were up 3% year-over-year. Changes in commodity mix drove the year-over-year variances between gross ton-miles, revenue ton-miles, and carloads due to lower coal shipments, which are heavier, and increased international intermodal shipments that are lighter.

Freight Car Velocity – Freight car velocity measures the average daily miles per car on our network. The two key drivers of this metric are the speed of the train between terminals (average train speed) and the time a rail car spends at the terminals (average terminal dwell time). Freight car velocity increased 2% driven by record terminal dwell levels. The 2023 metrics were negatively impacted by operational challenges caused by weather in the first quarter and train crew shortages in some locations in the first half of 2023, positively impacting the year-over-year comparison.

Locomotive Productivity – Locomotive productivity is gross ton-miles per average daily locomotive horsepower. Locomotive productivity improved 5% in 2024 compared to 2023 driven by improved network fluidity and asset utilization despite maintaining a buffer in 2024 to flex the fleet size as we experienced and subsequently recovered from certain weather events and reacted to higher volume levels.

Train Length – Train length is the average maximum train length on a route measured in feet. Our train length increased 1% compared to 2023 due to train length improvement initiatives and increases in international intermodal shipments, which generally move on longer trains, partially offset by declines in coal train length.

Service Performance Index (SPI) – SPI is a ratio of the service customers are currently receiving relative to the best monthly performance over the last three years. Measuring our performance relative to a historical benchmark demonstrates our focus on continuously improving service for our customers, and we believe it is a better indicator of service performance than the previously disclosed trip plan compliance. SPI does not replace the service commitments we have contractually agreed to with a small number of customers. SPI is calculated for intermodal and manifest products. Intermodal SPI improved 2 points, at the same time international volume surged. Manifest SPI improved 4 points in 2024 compared to 2023.

Workforce Productivity – Workforce productivity is average daily car miles per employee. Workforce productivity improved 6% in 2024 as average daily car miles increased 2% and employees decreased 4% compared to 2023. Our active TE&Y workforce increased to support carload demand and increased crew needs associated with labor agreements that went into effect in the third quarter of 2023. In addition, we are maintaining an adequate training pipeline to provide a capacity buffer to enable responsiveness in an ever-changing demand and operating environment.

Operating Ratio – Operating ratio is our operating expenses reflected as a percentage of operating revenues. Our operating ratio of 59.9% improved 2.4 points compared to 2023 driven by productivity initiatives, core pricing gains, and the year-over-year impact from lower fuel prices, partially offset by inflation and other costs. In addition, operating ratio year-over-year comparison was positively impacted by 2024 contract settlements, a 2024 gain on the sale of intermodal equipment, and lower labor agreement ratification charges than in 2023.

Return on Average Common Shareholders' Equity

Millions, Except Percentages		***2024***		*2023*		*2022*
Net income	**$**	**6,747**	$	6,379	$	6,998
Average equity	**$**	**15,839**	$	13,476	$	13,162
Return on average common shareholders' equity		**42.6 %**		47.3 %		53.2 %

Return on Invested Capital as Adjusted (ROIC)

Millions, Except Percentages		***2024***		*2023*		*2022*
Net income	**$**	**6,747**	$	6,379	$	6,998
Interest expense		**1,269**		1,340		1,271
Interest on average operating lease liabilities		**55**		58		56
Taxes on interest		**(308)**		(315)		(304)
Net operating profit after taxes as adjusted	**$**	**7,763**	$	7,462	$	8,021
Average equity	**$**	**15,839**	$	13,476	$	13,162
Average debt		**31,886**		32,953		31,528
Average operating lease liabilities		**1,436**		1,616		1,695
Average invested capital as adjusted	**$**	**49,161**	$	48,045	$	46,385
Return on invested capital as adjusted		**15.8 %**		15.5 %		17.3 %

ROIC is considered a non-GAAP financial measure by SEC Regulation G and Item 10 of SEC Regulation S-K and may not be defined and calculated by other companies in the same manner. We believe this measure is important to management and investors in evaluating the efficiency and effectiveness of our long-term capital investments. In addition, we currently use ROIC as a performance criterion in determining certain elements of equity compensation for our executives. ROIC should be considered in addition to, rather than as a substitute for, other information provided in accordance with GAAP. The most comparable GAAP measure is return on average common shareholders' equity. The tables above provide a reconciliation from return on average common shareholders' equity to ROIC. At December 31, 2024, 2023, and 2022, the incremental borrowing rate on operating leases was 3.8%, 3.6%, and 3.3%, respectively.

Debt / Net Income

Millions, Except Ratios		***2024***	*2023*	*2022*
Debt	**$**	**31,192**	$ 32,579	$ 33,326
Net income	**$**	**6,747**	$ 6,379	$ 6,998
Debt / net income		**4.6**	5.1	4.8

Adjusted Debt / Adjusted EBITDA

Millions, Except Ratios		***2024***	*2023*	*2022*
Net income	**$**	**6,747**	$ 6,379	$ 6,998
Add:				
Income tax expense		**2,047**	1,854	2,074
Depreciation		**2,398**	2,318	2,246
Interest expense		**1,269**	1,340	1,271
EBITDA	**$**	**12,461**	$ 11,891	$ 12,589
Adjustments:				
Other income, net		**(350)**	(491)	(426)
Interest on operating lease liabilities		**48**	58	54
Adjusted EBITDA (a)	**$**	**12,159**	$ 11,458	$ 12,217
Debt	**$**	**31,192**	$ 32,579	$ 33,326
Operating lease liabilities		**1,271**	1,600	1,631
Adjusted debt (b)	**$**	**32,463**	$ 34,179	$ 34,957
Adjusted debt / adjusted EBITDA (b/a)		**2.7**	3.0	2.9

Adjusted debt (total debt plus operating lease liabilities plus after-tax unfunded pension and OPEB (other post-retirement benefit) obligations) to adjusted EBITDA (earnings before interest, taxes, depreciation, amortization, and adjustments for other income and interest on present value of operating leases) is considered a non-GAAP financial measure by SEC Regulation G and Item 10 of SEC Regulation S-K and may not be defined and calculated by other companies in the same manner. We believe this measure is important to management and investors in evaluating the Company's ability to sustain given debt levels (including leases) with the cash generated from operations. In addition, a comparable measure is used by rating agencies when reviewing the Company's credit rating. Adjusted debt to adjusted EBITDA should be considered in addition to, rather than as a substitute for, other information provided in accordance with GAAP. The most comparable GAAP measure is debt to net income ratio. The tables above provide reconciliations from net income to adjusted EBITDA, debt to adjusted debt, and debt to net income to adjusted debt to adjusted EBITDA. At December 31, 2024, 2023, and 2022, the incremental borrowing rate on operating leases was 3.8%, 3.6%, and 3.3%, respectively. Pension and OPEB were funded at December 31, 2024, 2023, and 2022.

LIQUIDITY AND CAPITAL RESOURCES

We are continually evaluating our financial condition and liquidity. We analyze a wide range of economic scenarios and the impact on our ability to generate cash. These analyses inform our liquidity plans and activities outlined below and indicate we have sufficient borrowing capacity to sustain an extended period of lower volumes.

At both December 31, 2024 and 2023, we had a working capital deficit due to upcoming debt maturities. It is not unusual for us to have a working capital deficit, and we believe it is not an indication of a lack of liquidity. We generate strong cash from operations and also maintain adequate resources, including our credit facility and, when necessary, access the capital markets to meet foreseeable cash requirements.

During 2024, we generated $9.3 billion of cash provided by operating activities, paid down $1.3 billion of long-term debt, paid $3.2 billion in dividends, and repurchased shares totaling $1.5 billion. We have been, and we expect to continue to be, in compliance with our debt covenants.

Our principal sources of liquidity include cash and cash equivalents, our Receivables Facility, our revolving credit facility, as well as the availability of commercial paper and other sources of financing through the capital markets. On December 31, 2024, we had $1.0 billion of cash and cash equivalents, $2.0 billion of committed credit available under our revolving credit facility, and up to $800 million undrawn on the Receivables Facility. As of December 31, 2024, none of the revolving credit

facility was drawn, and we did not draw on our revolving credit facility at any time during 2024. Our access to the Receivables Facility may be reduced or restricted if our bond ratings fall to certain levels below investment grade. If our bond rating were to deteriorate, it could have an adverse impact on our liquidity. Access to commercial paper as well as other capital market financing is dependent on market conditions. Deterioration of our operating results or financial condition due to internal or external factors could negatively impact our ability to access capital markets as a source of liquidity. Access to liquidity through the capital markets is also dependent on our financial stability. We expect that we will continue to have access to liquidity through any or all the following sources or activities: (a) increasing the utilization of our Receivables Facility, (b) issuing commercial paper, (c) entering into bank loans, outside of our revolving credit facility, or (iv) issuing bonds or other debt securities to public or private investors based on our assessment of the current condition of the credit markets. The Company's $2.0 billion revolving credit facility is intended to support the issuance of commercial paper by UPC and also serves as an additional source of liquidity to fund short-term needs. The Company currently does not intend to make any borrowings under this facility.

As described in the notes to the Consolidated Financial Statements and as referenced in the table below, we have contractual obligations that may affect our financial condition. Based on our assessment of the underlying provisions and circumstances of our contractual obligations, other than the risks that we and other similarly situated companies face with respect to the condition of the capital markets (as described in Item 1A of Part II of this report), as of the date of this filing, there is no known trend, demand, commitment, event, or uncertainty that is reasonably likely to occur that would have a material adverse effect on our consolidated results of operations, financial condition, or liquidity. In addition, our commercial obligations, financings, and commitments are customary transactions that are like those of other comparable corporations, particularly within the transportation industry.

The following table identifies material contractual obligations as of December 31, 2024:

		Payments Due by December 31,					
Millions	*Total*	*2025*	*2026*	*2027*	*2028*	*2029*	*After 2029*
Debt [a]	$ 57,906	$ 2,591	$ 2,617	$ 2,348	$ 2,294	$ 2,253	$ 45,803
Purchase obligations [b]	2,110	999	590	240	160	121	-
Operating leases [c]	1,401	352	281	227	200	128	213
Other post-retirement benefits [d]	378	39	39	38	38	38	186
Finance lease obligations [e]	118	42	35	30	11	-	-
Total contractual obligations	$ 61,913	$ 4,023	$ 3,562	$ 2,883	$ 2,703	$ 2,540	$ 46,202

[a] Excludes finance lease obligations of $109 million as well as unamortized discount and deferred issuance costs of ($1,693) million. Includes an interest component of $25,130 million.

[b] Purchase obligations include locomotive maintenance contracts; purchase commitments for ties, ballast, and rail; and agreements to purchase other goods and services.

[c] Includes leases for locomotives, freight cars, other equipment, and real estate. Includes an interest component of $130 million.

[d] Includes estimated other post-retirement, medical, and life insurance payments, and payments made under the unfunded pension plan for the next ten years.

[e] Represents total obligations, including interest component of $9 million.

Cash Flows

Millions	***2024***	*2023*	*2022*
Cash provided by operating activities	**$ 9,346**	$ 8,379	$ 9,362
Cash used in investing activities	**(3,325)**	(3,667)	(3,471)
Cash used in financing activities	**(6,067)**	(4,625)	(5,887)
Net change in cash, cash equivalents, and restricted cash	**$ (46)**	$ 87	$ 4

Operating Activities

Cash provided by operating activities increased in 2024 compared to 2023 due primarily to $384 million of payments in 2023 related to back wages for agreements reached with our labor unions and increased net income.

Cash flow conversion is defined as cash provided by operating activities less cash used in capital investments as a ratio of net income. Cash flow conversion rate is not considered a financial measure under GAAP by SEC Regulation G and Item 10 of SEC Regulation S-K and may not be defined and calculated by other companies in the same manner. We believe cash

flow conversion rate is important to management and investors in evaluating our financial performance and measures our ability to generate cash without additional external financing. Cash flow conversion rate should be considered in addition to, rather than as a substitute for, cash provided by operating activities. The following table reconciles cash provided by operating activities (GAAP measure) to cash flow conversion rate (non-GAAP measure):

Millions, Except Percentages		***2024***		*2023*		*2022*
Cash provided by operating activities	**$**	**9,346**	$	8,379	$	9,362
Cash used in capital investments		**(3,452)**		(3,606)		(3,620)
Total (a)		**5,894**		4,773		5,742
Net income (b)	**$**	**6,747**	$	6,379	$	6,998
Cash flow conversion rate (a/b)		**87 %**		75 %		82 %

Investing Activities

Cash used in investing activities in 2024 decreased compared to 2023 primarily driven by less capital investments and higher proceeds from asset sales, including a sale of intermodal equipment. Roughly half of the year-over-year decrease in capital investments is attributable to the 2023 purchase of a small trucking and transload operator and related real estate assets.

The following table detail cash capital investments for the years ended December 31:

Millions		***2024***		*2023*		*2022*
Ties	**$**	**503**	$	565	$	544
Rail and other track material		**493**		454		437
Ballast		**197**		194		216
Other [a]		**740**		691		693
Total road infrastructure replacements		**1,933**		1,904		1,890
Line expansion and other capacity projects		**183**		239		276
Commercial facilities		**317**		425		308
Total capacity and commercial facilities		**500**		664		584
Locomotives and freight cars [b]		**788**		728		800
Technology and other		**231**		310		346
Total cash capital investments [c]	**$**	**3,452**	$	3,606	$	3,620

[a] Other includes bridges and tunnels, signals, other road assets, and road work equipment.
[b] Locomotives and freight cars include lease buyouts of $143 million, $57 million, and $70 million in 2024, 2023, and 2022, respectively.
[c] Weather-related damages for 2024, 2023, and 2022 are immaterial.

Capital Plan – In 2025, we expect our capital plan to be approximately $3.4 billion, consistent with 2024. We plan to continue to make investments to support our growth strategy, improve the safety, resiliency, and operational efficiency of the network, harden our infrastructure, and replace older assets, including modernization of our locomotive fleet and acquiring freight cars to support replacement and growth opportunities. In addition, the plan includes investments in growth-related projects to drive more carloads to the network and enhance productivity. This includes siding construction and extension projects, terminal investments supporting our manifest network, and invest in certain ramps to efficiently handle volumes from new and existing intermodal customers. The capital plan may be revised if business conditions warrant or if laws or regulations affect our ability to generate sufficient returns on these investments.

Financing Activities

Cash used in financing activities increased in 2024 compared to 2023 driven by an increase in share repurchases and a decrease in debt issued, partially offset by a decrease in the repayment of commercial paper.

See Note 14 to the Financial Statements and Supplementary Data, Item 8, for a description of all our outstanding financing arrangements and significant new borrowings, and Note 18 to the Financial Statements and Supplementary Data, Item 8, for a description of our share repurchase programs.

OTHER MATTERS

Inflation – For capital-intensive companies, inflation significantly increases asset replacement costs for long-lived assets. As a result, assuming that we replace all operating assets at current price levels, depreciation charges (on an inflation-adjusted basis) would be substantially greater than historically reported amounts.

Sensitivity Analyses – The sensitivity analyses that follow illustrate the economic effect that hypothetical changes in interest and tax rates could have on our results of operations and financial condition. These hypothetical changes do not consider other factors that could impact actual results.

Interest Rates – At December 31, 2024, we did not have variable-rate debt.

Market risk for fixed-rate debt is estimated as the potential increase in fair value resulting from a hypothetical 1% decrease in interest rates as of December 31, 2024, and totals an increase of approximately $3.0 billion to the fair value of our debt at December 31, 2024. We estimated the fair values of our fixed-rate debt by considering the impact of the hypothetical interest rates on quoted market prices and current borrowing rates.

Tax Rates – Our deferred tax assets and liabilities are measured based on current tax law. Future tax legislation, such as a change in the federal corporate tax rate, could have a material impact on our financial condition, results of operations, or liquidity. For example, a future, permanent 1% increase in our federal income tax rate would increase our deferred tax liability by approximately $525 million. Similarly, a future, permanent 1% decrease in our federal income tax rate would decrease our deferred tax liability by approximately $525 million.

Accounting Pronouncements – See Note 3 to the Financial Statements and Supplementary Data, Item 8.

Asserted and Unasserted Claims – See Note 17 to the Financial Statements and Supplementary Data, Item 8.

Indemnities – See Note 17 to the Financial Statements and Supplementary Data, Item 8.

Climate Change – Climate change could have an adverse impact on our operations and financial performance (see Risk Factors under Item 1A of this report). We utilize climate scenario analyses to better understand climate-related risks and opportunities the Company may face in the future under a range of potential scenarios. We continue to refine our approach to understand climate-related risks and are taking an iterative approach in our business planning processes as risk factors, solutions, and technology develop. However, we are unable to predict the likelihood, manner, severity, or ultimate financial impact of actual future incidents as climate scenario analysis considers a range of potential outcomes.

We continue to take steps and explore opportunities to reduce our operational impact on the environment, including improving our operational fluidity to increase fuel efficiency, modernizing locomotives for improved reliability and fuel consumption, using renewable fuels, and exploring and testing low- and zero-emissions propulsion technologies. These initiatives are aligned with our strategy of Safety, Service, and Operational Excellence leading to Growth. (See further discussion in "Sustainable Future" in the Operations section in Item 1 of this report.)

CRITICAL ACCOUNTING ESTIMATES

Our Consolidated Financial Statements have been prepared in accordance with GAAP. The preparation of these financial statements requires estimation and judgment that affect the reported amounts of revenues, expenses, assets, and liabilities. We base our estimates on historical experience and on various other assumptions that we believe are reasonable under the circumstances. The results form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. The following critical accounting estimates are a subset of our significant accounting policies described in Note 2 to the Financial Statements and Supplementary Data, Item 8. These critical accounting estimates affect significant areas of our financial statements and involve judgment and estimates. If these estimates differ significantly from actual results, the impact on our Consolidated Financial Statements may be material.

Personal Injury – See Note 17 to the Financial Statements and Supplementary Data, Item 8, and "*We May Be Subject to Various Claims and Lawsuits That Could Result in Significant Expenditures*" in the Risk Factors, Item 1A.

Our personal injury liability is subject to uncertainty due to unasserted claims, timing and outcome of claims, and evolving trends in litigation. There were no material changes to the assumptions used in the latest actuarial analysis.

Our personal injury liability balance and claims activity was as follows:

		2024	2023	2022
Ending liability balance at December 31 (millions)	$	**379**	$ 383	$ 361
Open claims, beginning balance		**1,871**	2,036	2,027
New claims		**2,842**	3,008	2,747
Settled or dismissed claims		**(3,146)**	(3,173)	(2,738)
Open claims, ending balance at December 31		**1,567**	1,871	2,036

Environmental Costs – See Note 17 to the Financial Statements and Supplementary Data, Item 8; "*We Are Subject to Significant Environmental Laws and Regulations*" in the Risk Factors, Item 1A; and Environmental Matters in the Legal Proceedings, Item 3.

Our environmental liability is subject to several factors such as type of remediation, nature and volume of contaminate, number and financial viability of other potentially responsible parties, as well as uncertainty due to unknown alleged contamination, evolving trends in remediation techniques and final remedies, and changes in laws and regulations.

Our environmental liability balance and site activity was as follows:

		2024	2023	2022
Ending liability balance at December 31 (millions)	$	**268**	$ 245	$ 253
Open sites, beginning balance		**333**	353	376
New sites		**84**	74	69
Closed sites		**(65)**	(94)	(92)
Open sites, ending balance at December 31		**352**	333	353

Property and Depreciation – See Note 11 to the Financial Statements and Supplementary Data, Item 8.

Assets purchased or constructed throughout the year are capitalized if they meet applicable minimum units of property.

Estimated service lives of depreciable railroad property may vary over time due to changes in physical use, technology, asset strategies, and other factors that will have an impact on the retirement profiles of our assets. We are not aware of any specific factors that are reasonably likely to significantly change the estimated service lives of our assets. Actual use and retirement of our assets may vary from our current estimates, which would impact the amount of depreciation expense recognized in future periods.

Changes in estimated useful lives of our assets due to the results of our depreciation studies could significantly impact future periods' depreciation expense and have a material impact on our Consolidated Financial Statements. If the estimated useful lives of all depreciable assets were increased by one year, annual depreciation expense would decrease by approximately $73 million. If the estimated useful lives of all depreciable assets were decreased by one year, annual depreciation expense would increase by approximately $78 million. We are projecting an increase in our depreciation expense of approximately 3% to 4% in 2025 versus 2024. This is driven by an increase in our projected depreciable asset base.

Pension Plans – See Note 5 to the Financial Statements and Supplementary Data, Item 8.

The critical assumptions used to measure pension obligations and expenses are the discount rates and expected rate of return on pension assets.

We evaluate our critical assumptions at least annually, and selected assumptions are based on the following factors:

- We measure the service cost and interest cost components of our net periodic pension benefit/cost by using individual spot rates matched with separate cash flows for each future year. Discount rates are based on a Mercer yield curve of high-quality corporate bonds (rated AA by a recognized rating agency).
- Expected return on plan assets is based on our asset allocation mix and our historical return, taking into consideration current and expected market conditions.

The following tables present the key assumptions used to measure net periodic pension benefit/cost for 2025 and the estimated impact on 2025 net periodic pension benefit/cost relative to a change in those assumptions:

Assumptions	
Discount rate for benefit obligations	5.61 %
Discount rate for interest on benefit obligations	5.32 %
Discount rate for service cost	5.75 %
Discount rate for interest on service cost	5.68 %
Expected return on plan assets	5.25 %

Sensitivities *Millions*		*Increase in Expense Pension*
0.25% decrease in discount rates	$	-
0.25% decrease in expected return on plan assets	$	12

The following table presents the net periodic pension benefit/cost for the years ended December 31:

Millions		*Est. 2025*	*2024*	*2023*	*2022*
Net periodic pension (benefit)/cost	$	(10)	$ (3)	$ -	$ 9

CAUTIONARY INFORMATION

Certain statements in this report, and statements in other reports or information filed or to be filed with the SEC (as well as information included in oral statements or other written statements made or to be made by us), are, or will be, forward-looking statements as defined by the Securities Act of 1933 and the Securities Exchange Act of 1934. These forward-looking statements and information include, without limitation, statements in the CEO's letter preceding Part I; statements regarding planned capital expenditures under the caption "2025 Capital Plan" in Item 2 of Part I; and statements and information set forth under the captions "2025 Outlook"; "Liquidity and Capital Resources" in Item 7 of Part II regarding our capital plan, share repurchase programs, contractual obligations, "Pension Benefits", and "Other Matters" in this Item 7 of Part II. Forward-looking statements and information also include any other statements or information in this report (including information incorporated herein by reference) regarding: potential impacts of public health crises, including pandemics, epidemics, and the outbreak of other contagious disease, such as COVID; the Russia-Ukraine and Israel-Hamas wars and other geopolitical tensions in the Middle East, and any impacts on our business operations, financial results, liquidity, and financial position, and on the world economy (including customers, employees, and supply chains), including as a result of fluctuations in volumes and carloadings; closing of customer manufacturing, distribution or production facilities; expectations as to operational or service improvements; expectations as to hiring challenges; availability of employees; expectations regarding the effectiveness of steps taken or to be taken to improve operations, service, infrastructure improvements, and transportation plan modifications (including those discussed in response to increased traffic); expectations as to cost savings, revenue growth, and earnings; the time by which goals, targets, aspirations, or objectives will be achieved; projections, predictions, expectations, estimates, or forecasts as to our business, financial, and operational results, future economic performance, and general economic conditions; proposed new products and services; estimates of costs relating to environmental remediation and restoration; estimates and expectations regarding tax matters; estimates and expectations regarding potential tariffs; expectations that claims, litigation, environmental costs, commitments, contingent liabilities, labor negotiations or agreements, cyber-attacks, or other matters will not have a material adverse effect on our consolidated results of operations, financial condition, or liquidity and any other similar expressions concerning matters that are not historical facts. Forward-looking statements may be identified by their use of forward-looking terminology, such as "believes," "expects," "may," "should," "would," "will," "intends," "plans," "estimates," "anticipates," "projects" and similar words, phrases, or expressions.

Forward-looking statements should not be read as a guarantee of future performance, results, or outcomes, and will not necessarily be accurate indications of the times that, or by which, such performance, results or outcomes will be achieved, if ever. Forward-looking statements and information are subject to risks and uncertainties that could cause actual performance or results to differ materially from those expressed in the statements and information. Forward-looking statements and information reflect the good faith consideration by management of currently available information, and may be based on underlying assumptions believed to be reasonable under the circumstances. However, such information and assumptions (and, therefore, such forward-looking statements and information) are or may be subject to variables or unknown or

unforeseeable events or circumstances over which management has little or no influence or control, and many of these risks and uncertainties are currently amplified by and may continue to be amplified by, or in the future may be amplified by, among other things, macroeconomic and geopolitical conditions.

The Risk Factors in Item 1A of this report could affect our future results and could cause those results or other outcomes to differ materially from those expressed or implied in any forward-looking statements or information. To the extent circumstances require or we deem it otherwise necessary, we will update or amend these risk factors in a Form 10-Q, Form 8-K, or subsequent Form 10-K. All forward-looking statements are qualified by, and should be read in conjunction with, these Risk Factors.

Forward-looking statements speak only as of the date the statement was made. We assume no obligation to update forward-looking information to reflect actual results, changes in assumptions, or changes in other factors affecting forward-looking information. If we do update one or more forward-looking statements, no inference should be drawn that we will make additional updates with respect thereto or with respect to other forward-looking statements.

Item 7A. Quantitative and Qualitative Disclosures about Market Risk

Information concerning market risk sensitive instruments is set forth under Management's Discussion and Analysis of Financial Condition and Results of Operations - Other Matters, Item 7.

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Item 8. Financial Statements and Supplementary Data

Index to Consolidated Financial Statements **Page**

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Shareholders and the Board of Directors of Union Pacific Corporation

Opinion on the Financial Statements

We have audited the accompanying consolidated statements of financial position of Union Pacific Corporation and Subsidiary Companies (the "Corporation") as of December 31, 2024 and 2023, the related consolidated statements of income, comprehensive income, changes in common stockholders' equity, and cash flows for each of the three years in the period ended December 31, 2024, and the related notes (collectively referred to as the "financial statements"). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Corporation as of December 31, 2024 and 2023, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2024, in conformity with accounting principles generally accepted in the United States of America.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Corporation's internal control over financial reporting as of December 31, 2024, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated February 7, 2025, expressed an unqualified opinion on the Corporation's internal control over financial reporting.

Basis for Opinion

These financial statements are the responsibility of the Corporation's management. Our responsibility is to express an opinion on the Corporation's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Corporation in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current-period audit of the financial statements that was communicated or required to be communicated to the audit committee and that (1) relates to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Capitalization of Properties — Refer to Notes 2 and 11 to the financial statements

Critical Audit Matter Description

The Corporation's operations are highly capital intensive and their large network of assets turns over on a continuous basis. Each year, the Corporation develops a capital program for both the replacement of assets and for the acquisition or construction of new assets. In determining whether costs should be capitalized, the Corporation exercises significant judgment in determining whether expenditures meet the applicable minimum units of property criteria and extend the useful life, improve the safety of operations, or improve the operating efficiency of existing assets. The Corporation capitalizes all costs of capital projects necessary to make assets ready for their intended use and because a portion of the Corporation's assets are self-constructed, management also exercises significant judgment in determining the amount of material, labor, work equipment, and indirect costs that qualify for capitalization. Capitalized costs to Properties, net during 2024 were $3.7 billion.

We identified the capitalization of property during 2024 as a critical audit matter because of the significant judgment exercised by management in determining whether costs meet the criteria for capitalization. This, in turn, required a high degree of auditor judgment when performing audit procedures to evaluate whether the criteria to capitalize costs were met and to evaluate sufficiency of audit evidence to support management's conclusions.

How the Critical Audit Matter Was Addressed in the Audit

Our procedures related to capitalization of property included the following, among others:

- We tested the effectiveness of controls over the Corporation's determination of whether costs related to the Corporation's capital investments should be capitalized or expensed.
- We evaluated the Corporation's capitalization policy in accordance with accounting principles generally accepted in the United States of America.
- For a selection of capital projects, we performed the following:
  - Obtained the Corporation's evaluation of each project and determined whether the amount of costs to be capitalized met the criteria for capitalization as outlined within the Corporation's policy by unit of property.
  - Obtained supporting documentation that the project met the applicable minimum units of property criteria and was approved, and evaluated whether the project extended the useful life of an existing asset, improved the safety of operations, or improved the operating efficiency of existing assets.
- For a selection of capitalized costs during the year, we performed the following:
  - Evaluated whether the individual cost selected met the criteria for capitalization.
  - Evaluated whether the selection was accurately recorded at the appropriate amount based on the evidence obtained.

/s/ Deloitte & Touche LLP

Omaha, Nebraska
February 7, 2025

We have served as the Corporation's auditor since 1967.

CONSOLIDATED STATEMENTS OF INCOME
Union Pacific Corporation and Subsidiary Companies

Millions, Except Per Share Amounts, for the Years Ended December 31,		***2024***	*2023*	*2022*
Operating revenues:				
Freight revenues	**$**	**22,811**	$ 22,571	$ 23,159
Other revenues		**1,439**	1,548	1,716
Total operating revenues		**24,250**	24,119	24,875
Operating expenses:				
Compensation and benefits		**4,899**	4,818	4,645
Purchased services and materials		**2,520**	2,616	2,442
Fuel		**2,474**	2,891	3,439
Depreciation		**2,398**	2,318	2,246
Equipment and other rents		**920**	947	898
Other		**1,326**	1,447	1,288
Total operating expenses		**14,537**	15,037	14,958
Operating income		**9,713**	9,082	9,917
Other income, net (Note 6)		**350**	491	426
Interest expense		**(1,269)**	(1,340)	(1,271)
Income before income taxes		**8,794**	8,233	9,072
Income tax expense (Note 7)		**(2,047)**	(1,854)	(2,074)
Net income	**$**	**6,747**	$ 6,379	$ 6,998
Share and Per Share (Note 8):				
Earnings per share - basic	**$**	**11.10**	$ 10.47	$ 11.24
Earnings per share - diluted	**$**	**11.09**	$ 10.45	$ 11.21
Weighted average number of shares - basic		**607.6**	609.2	622.7
Weighted average number of shares - diluted		**608.6**	610.2	624.0

CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
Union Pacific Corporation and Subsidiary Companies

Millions, for the Years Ended December 31,		***2024***	*2023*	*2022*
Net income	**$**	**6,747**	$ 6,379	$ 6,998
Other comprehensive income/(loss):				
Defined benefit plans		**(14)**	(106)	280
Foreign currency translation		**(95)**	58	52
Unrealized gain on derivative instruments		**-**	16	-
Total other comprehensive income/(loss) [a]		**(109)**	(32)	332
Comprehensive income	**$**	**6,638**	$ 6,347	$ 7,330

[a] Net of deferred taxes of $6 million, $31 million, and ($92) million during 2024, 2023, and 2022, respectively.

The accompanying notes are an integral part of these Consolidated Financial Statements.

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
Union Pacific Corporation and Subsidiary Companies

Millions, Except Share and Per Share Amounts as of December 31,		***2024***		*2023*
Assets				
Current assets:				
Cash and cash equivalents	**$**	**1,016**	$	1,055
Short-term investments (Note 13)		**20**		16
Accounts receivable, net (Note 10)		**1,894**		2,073
Materials and supplies		**769**		743
Other current assets		**322**		261
Total current assets		**4,021**		4,148
Investments		**2,664**		2,605
Properties, net (Note 11)		**58,343**		57,398
Operating lease assets (Note 16)		**1,297**		1,643
Other assets		**1,390**		1,338
Total assets	**$**	**67,715**	$	67,132
Liabilities and Common Shareholders' Equity				
Current liabilities:				
Accounts payable and other current liabilities (Note 12)	**$**	**3,829**	$	3,683
Debt due within one year (Note 14)		**1,425**		1,423
Total current liabilities		**5,254**		5,106
Debt due after one year (Note 14)		**29,767**		31,156
Operating lease liabilities (Note 16)		**925**		1,245
Deferred income taxes (Note 7)		**13,151**		13,123
Other long-term liabilities		**1,728**		1,714
Commitments and contingencies (Note 17)				
Total liabilities		**50,825**		52,344
Common shareholders' equity:				
Common shares, $2.50 par value, 1,400,000,000 authorized; 1,113,018,733 and 1,112,854,806 issued; 604,241,260 and 609,703,814 outstanding, respectively		**2,783**		2,782
Paid-in-surplus		**5,334**		5,193
Retained earnings		**65,628**		62,093
Treasury stock		**(56,132)**		(54,666)
Accumulated other comprehensive loss (Note 9)		**(723)**		(614)
Total common shareholders' equity		**16,890**		14,788
Total liabilities and common shareholders' equity	**$**	**67,715**	$	67,132

The accompanying notes are an integral part of these Consolidated Financial Statements.

CONSOLIDATED STATEMENTS OF CASH FLOWS
Union Pacific Corporation and Subsidiary Companies

Millions, for the Years Ended December 31,		***2024***	*2023*	2022
Operating Activities				
Net income	**$**	**6,747**	$ 6,379	$ 6,998
Adjustments to reconcile net income to cash provided by operating activities:				
Depreciation		**2,398**	2,318	2,246
Deferred and other income taxes		**28**	117	262
Other operating activities, net		**(13)**	(132)	(152)
Changes in current assets and liabilities:				
Accounts receivable, net		**179**	(177)	(169)
Materials and supplies		**(26)**	(2)	(120)
Other current assets		**(69)**	(38)	5
Accounts payable and other current liabilities		**189**	(215)	565
Income and other taxes		**(87)**	129	(273)
Cash provided by operating activities		**9,346**	8,379	9,362
Investing Activities				
Capital investments		**(3,452)**	(3,606)	(3,620)
Other investing activities, net		**127**	(61)	149
Cash used in investing activities		**(3,325)**	(3,667)	(3,471)
Financing Activities				
Dividends paid		**(3,213)**	(3,173)	(3,159)
Debt repaid		**(2,226)**	(2,190)	(2,291)
Share repurchase programs (Note 18)		**(1,505)**	(705)	(6,282)
Debt issued (Note 14)		**800**	1,599	6,080
Other financing activities, net		**77**	(156)	(235)
Cash used in financing activities		**(6,067)**	(4,625)	(5,887)
Net change in cash, cash equivalents, and restricted cash		**(46)**	87	4
Cash, cash equivalents, and restricted cash at beginning of year		**1,074**	987	983
Cash, cash equivalents, and restricted cash at end of year	**$**	**1,028**	$ 1,074	$ 987
Supplemental Cash Flow Information				
Non-cash investing and financing activities:				
Capital investments accrued but not yet paid	**$**	**165**	$ 137	$ 152
Cash paid during the year for:				
Income taxes, net of refunds	**$**	**(1,340)**	$ (1,486)	$ (2,060)
Interest, net of amounts capitalized		**(1,260)**	(1,268)	(1,156)

The accompanying notes are an integral part of these Consolidated Financial Statements.

CONSOLIDATED STATEMENTS OF CHANGES IN COMMON SHAREHOLDERS' EQUITY
Union Pacific Corporation and Subsidiary Companies

Millions	*Common Shares*	*Treasury Shares*	*Common Shares*	*Paid-in-Surplus*	*Retained Earnings*	*Treasury Stock*	*AOCI [a]*	*Total*
Balance at January 1, 2022	1,112.4	(473.6)	$ 2,781	$ 4,979	$ 55,049	$ (47,734)	$ (914)	$ 14,161
Net income			-	-	6,998	-	-	6,998
Other comprehensive income/(loss)			-	-	-	-	332	332
Conversion, stock option exercises, forfeitures, ESPP, and other	0.2	0.5	1	113	-	-	-	114
Share repurchase programs (Note 18)	-	(27.1)	-	(12)	-	(6,270)	-	(6,282)
Cash dividends declared ($5.08 per share)	-	-	-	-	(3,160)	-	-	(3,160)
Balance at December 31, 2022	1,112.6	(500.2)	$ 2,782	$ 5,080	$ 58,887	$ (54,004)	$ (582)	$ 12,163
Net income			-	-	6,379	-	-	6,379
Other comprehensive income/(loss)			-	-	-	-	(32)	(32)
Conversion, stock option exercises, forfeitures, ESPP, and other	0.3	0.5	-	113	-	50	-	163
Share repurchase programs (Note 18)	-	(3.5)	-	-	-	(712)	-	(712)
Cash dividends declared ($5.20 per share)	-	-	-	-	(3,173)	-	-	(3,173)
Balance at December 31, 2023	1,112.9	(503.2)	$ 2,782	$ 5,193	$ 62,093	$ (54,666)	$ (614)	$ 14,788
Net income			-	-	6,747	-	-	6,747
Other comprehensive income/(loss)			-	-	-	-	(109)	(109)
Conversion, stock option exercises, forfeitures, ESPP, and other	0.1	0.7	1	141	-	49	-	191
Share repurchase programs (Note 18)	-	(6.3)	-	-	-	(1,515)	-	(1,515)
Cash dividends declared ($5.28 per share)	-	-	-	-	(3,212)	-	-	(3,212)
Balance at December 31, 2024	**1,113.0**	**(508.8)**	**$ 2,783**	**$ 5,334**	**$ 65,628**	**$ (56,132)**	**$ (723)**	**$ 16,890**

[a] AOCI = Accumulated Other Comprehensive Income/Loss (Note 9)

The accompanying notes are an integral part of these Consolidated Financial Statements.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
Union Pacific Corporation and Subsidiary Companies

For purposes of this report, unless the context otherwise requires, all references herein to "Union Pacific", “Corporation”, “Company”, “UPC”, “we”, “us”, and “our” mean Union Pacific Corporation and its subsidiaries, including Union Pacific Railroad Company, which will be separately referred to herein as “UPRR” or the “Railroad”.

1. Nature of Operations

Operations and Segmentation – We are a Class I railroad operating in the U.S. Our network includes 32,880 route miles, connecting Pacific Coast and Gulf Coast ports with the Midwest and Eastern U.S. gateways and providing several corridors to key Mexican and Canadian gateways. We own 26,291 miles and operate on the remainder pursuant to trackage rights or leases. We serve the western two-thirds of the country and maintain coordinated schedules with other rail carriers for the handling of freight to and from the Atlantic Coast, the Pacific Coast, the Southeast, the Southwest, Canada, and Mexico. Export and import traffic is moved through Gulf Coast, Pacific Coast, and East Coast ports and across the Mexican and Canadian borders.

The Railroad, along with its subsidiaries and rail affiliates, is our one reportable operating segment. Although we provide and analyze revenues by commodity group, we treat the financial results of the Railroad as one segment due to the integrated nature of our rail network. The accounting policies of the Railroad segment are the same as those described in Note 2 Significant Accounting Policies.

The Company’s Chief Operating Decision Maker (CODM) is our Chief Executive Officer. The CODM assesses performance for our rail network and decides how to allocate resources based on net income as reported on our Consolidated Statements of Income. The measure of segment assets is reported on our Consolidated Statements of Financial Position as total assets.

Our operating revenues are primarily derived from contracts with customers for the transportation of freight from origin to destination.

Although our revenues are principally derived from customers domiciled in the U.S., the ultimate points of origination or destination for some products we transport are outside the U.S. Freight revenues from each of our commodity groups, as described in the table below, includes revenues from shipments to and from Mexico, which amounted to $3.0 billion in 2024, $2.8 billion in 2023, and $2.7 billion in 2022.

Our significant segment expenses as monitored by the CODM are shown in the table below. This breakout of revenues and expenses is used by the CODM to monitor and assess the financial performance of our rail network by comparing actual results to prior years and plans.

Millions		***2024***	*2023*	*2022*
Bulk	**$**	**7,207**	$ 7,358	$ 7,537
Industrial		**8,440**	8,238	8,205
Premium		**7,164**	6,975	7,417
Total freight revenues	**$**	**22,811**	$ 22,571	$ 23,159
Other subsidiary revenues		**788**	872	884
Accessorial revenues		**554**	584	779
Other		**97**	92	53
Total operating revenues	**$**	**24,250**	$ 24,119	$ 24,875
Operating [a]		**6,795**	6,729	6,212
Administrative [a]		**757**	761	700
Locomotive fuel		**2,418**	2,815	3,321
Other segment items [b]		**2,169**	2,414	2,479
Depreciation		**2,398**	2,318	2,246
Other income, net		**(350)**	(491)	(426)
Interest expense		**1,269**	1,340	1,271
Income tax expense		**2,047**	1,854	2,074
Net income	**$**	**6,747**	$ 6,379	$ 6,998

[a] Operating and Administrative includes compensation and benefits, purchased services and materials, equipment and other rents, non-locomotive fuel, and other expenses.
[b] Other segment items includes car hire and leases, casualty costs, state and local taxes, subsidiary expense, and other overhead expense.

Basis of Presentation – The Consolidated Financial Statements are presented in accordance with accounting principles generally accepted in the U.S. (GAAP) as codified in the Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC). Certain prior period amounts have been reclassified to conform to the current period financial statement presentation.

2. Significant Accounting Policies

Principles of Consolidation – The Consolidated Financial Statements include the accounts of Union Pacific Corporation and all of its subsidiaries. Investments in affiliated companies (20% to 50% owned) are accounted for using the equity method of accounting. All intercompany transactions are eliminated. We currently have no less than majority-owned investments that require consolidation under variable interest entity requirements.

Cash, Cash Equivalents, and Restricted Cash – Cash equivalents consist of investments with original maturities of three months or less. Amounts included in restricted cash represent those required to be set aside by contractual agreement.

The following table provides a reconciliation of cash, cash equivalents, and restricted cash reported within the Consolidated Statements of Financial Position that sum to the total of the same such amounts shown on the Consolidated Statements of Cash Flows:

Millions		***2024***	*2023*	*2022*
Cash and cash equivalents	**$**	**1,016**	$ 1,055	$ 973
Restricted cash equivalents in other current assets		**4**	10	10
Restricted cash equivalents in other assets		**8**	9	4
Total cash, cash equivalents, and restricted cash equivalents	**$**	**1,028**	$ 1,074	$ 987

Accounts Receivable – Accounts receivable includes receivables reduced by an allowance for doubtful accounts. The allowance is based upon historical losses, credit worthiness of customers, and current economic conditions. Receivables not

expected to be collected in one year and the associated allowances are classified as other assets in our Consolidated Statements of Financial Position.

Investments – Investments represent our investments in affiliated companies (20% to 50% owned) that are accounted for under the equity method of accounting, and investments in companies (less than 20% owned) accounted for at fair value when there is a readily determined fair value or at cost minus impairment when there are not readily determinable fair values. Our portion of income/loss on equity method investments that are integral to our operations are recorded in operating expenses. Realized and unrealized gains and losses on investments that are not integral to our operations are recorded in other income.

Materials and Supplies – Materials and supplies are carried at the lower of average cost or net realizable value.

Property and Depreciation – Properties and equipment are carried at cost and are depreciated on a straight-line basis over their estimated service lives, which are measured in years, except for rail in high-density traffic corridors (i.e., all rail lines except for those lines subject to abandonment, yard tracks, and switching tracks), where lives are measured in millions of gross tons per mile of track. We use the group method of depreciation where all items with similar characteristics, use, and expected lives are grouped together in asset classes and are depreciated using composite depreciation rates. The group method of depreciation treats each asset class as a pool of resources, not as singular items. We determine the estimated service lives of depreciable railroad assets by means of depreciation studies. Under the group method of depreciation, no gain or loss is recognized when depreciable property is retired or replaced in the ordinary course of business.

Impairment of Long-Lived Assets – We review long-lived assets, including identifiable intangibles, for impairment when events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. If impairment indicators are present and the estimated future undiscounted cash flows are less than the carrying value of the long-lived assets, the carrying value is reduced to the estimated fair value.

Revenue Recognition – Freight revenues are derived from contracts with customers. We account for a contract when it has approval and commitment from both parties, the rights of the parties are identified, payment terms are identified, the contract has commercial substance, and collectability of consideration is probable. Our contracts include private agreements, private rate/letter quotes, public circulars/tariffs, and interline/foreign agreements. The performance obligation in our contracts is typically delivering a specific commodity from a place of origin to a place of destination and our commitment begins with the tendering and acceptance of a freight bill of lading and is satisfied upon delivery at destination. We consider each freight shipment to be a distinct performance obligation.

We recognize freight revenues over time as freight moves from origin to destination. The allocation of revenues between reporting periods is based on the relative transit time in each reporting period with expenses recognized as incurred. Outstanding performance obligations related to freight moves in transit totaled $159 million at December 31, 2024, and $149 million at December 31, 2023, and are expected to be recognized in the following quarter as we satisfy our remaining performance obligations and deliver freight to destination. The transaction price is generally specified in a contract and may be dependent on the commodity, origin/destination, and route. Customer incentives, which are primarily provided for shipping to/from specific locations or based on cumulative volumes, are recorded as a reduction to operating revenues. Customer incentives that include variable consideration based on cumulative volumes are estimated using the expected value method, which is based on available historical, current, and forecasted volumes, and recognized as the related performance obligation is satisfied.

Under typical payment terms, our customers pay us after each performance obligation is satisfied and there are no material contract assets or liabilities associated with our freight revenues. Outstanding freight receivables are presented in our Consolidated Statements of Financial Position as accounts receivable, net.

Freight revenues related to interline transportation services that involve other railroads are reported on a net basis. The portion of the gross amount billed to customers that is remitted by the Company to another party is not reflected as freight revenues.

Other revenues consist primarily of revenues earned by our other subsidiaries (primarily logistics and commuter rail operations) and accessorial revenues. Other subsidiary revenues are generally recognized over time as shipments move from origin to destination. The allocation of revenues between reporting periods is based on the relative transit time in each reporting period with expenses recognized as incurred. Accessorial revenues are recognized at a point in time as performance obligations are satisfied.

Translation of Foreign Currency – Our portion of the assets and liabilities related to foreign investments are translated into U.S. dollars at the exchange rates in effect at the balance sheet date. Revenues and expenses are translated at the average

rates of exchange prevailing during the year. Unrealized gains or losses are reflected within common shareholders' equity as accumulated other comprehensive income or loss.

Fair Value Measurements – We use a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value into three broad levels. The level in the fair value hierarchy within which the fair value measurement in its entirety falls is determined based on the lowest level input that is significant to the fair value measurement in its entirety. These levels include:

Level 1: Quoted market prices in active markets for identical assets or liabilities.
Level 2: Observable market-based inputs or unobservable inputs that are corroborated by market data.
Level 3: Unobservable inputs that are not corroborated by market data.

We have applied fair value measurements to our short-term investments, certain equity investments, pension plan assets, and short- and long-term debt.

Stock-Based Compensation – We issue treasury shares to cover stock option exercises, stock unit vestings, and ESPP shares, while new shares are issued when retention shares are granted.

We measure and recognize compensation expense for all stock-based awards made to employees, including stock options and ESPP awards. Compensation expense is based on the fair value of the awards as measured at the grant date and is expensed ratably over the service period of the awards (generally the vesting period). The fair value of retention awards is the closing stock price on the date of grant, the fair value of stock options is determined by using the Black-Scholes option pricing model, and the fair value of ESPP awards is based on the Company contribution match.

Earnings Per Share – Basic earnings per share are calculated on the weighted-average number of common shares outstanding during each period. Diluted earnings per share include shares issuable upon exercise of outstanding stock options and stock-based awards where the conversion of such instruments would be dilutive.

Income Taxes – We account for income taxes by recording taxes payable or refundable for the current year and deferred tax assets and liabilities for the expected future tax consequences of events that are reported in different periods for financial reporting and income tax purposes. The majority of our deferred tax assets relate to expenses that already have been recorded for financial reporting purposes but not deducted for tax purposes. The majority of our deferred tax liabilities relate to differences between the tax bases and financial reporting amounts of our land and depreciable property, due to accelerated tax depreciation (including bonus depreciation), revaluation of assets in purchase accounting transactions, and differences in capitalization methods. These expected future tax consequences are measured based on current tax law; the effects of future tax legislation are not anticipated.

When appropriate, we record a valuation allowance against deferred tax assets to reflect that these tax assets may not be realized. In determining whether a valuation allowance is appropriate, we consider whether it is more likely than not that all or some portion of our deferred tax assets will not be realized, based on management's judgments using available evidence for purposes of estimating whether future taxable income will be sufficient to realize a deferred tax asset.

We recognize tax benefits that are more likely than not to be sustained upon examination by tax authorities. The amount recognized is measured as the largest amount of benefit that is greater than 50 percent likely to be realized upon settlement. A liability for "unrecognized tax benefits" is recorded for any tax benefits claimed in our tax returns that do not meet these recognition and measurement standards.

Leases – We determine if an arrangement is or contains a lease at inception. Operating lease assets and operating lease liabilities are recognized based on the present value of the future minimum lease payments over the lease term at commencement date. When an implicit rate is not available, we use a collateralized incremental borrowing rate for operating leases based on the information available at commencement date, including lease term, in determining the present value of future payments. The operating lease asset also includes any lease payments made and excludes lease incentives and initial direct costs incurred. Our lease terms may include options to extend or terminate the lease when it is reasonably certain that the option will be exercised. Operating leases are included in operating lease assets, accounts payable and other current liabilities, and operating lease liabilities on our Consolidated Statements of Financial Position. Finance leases are included in properties, net, debt due within one year, and debt due after one year on our Consolidated Statements of Financial Position. Operating lease expense is recognized on a straight-line basis over the lease term and primarily reported in equipment and other rents and financing lease expense is recorded as depreciation and interest expense in our Consolidated Statements of Income.

We have lease agreements with lease and non-lease components, and we have elected to not separate lease and non-lease components for all classes of underlying assets. Leases with an initial term of 12 months or less are not recorded on our Consolidated Statements of Financial Position. Leases with initial terms in excess of 12 months are recorded as operating or financing leases in our Consolidated Statements of Financial Position.

Pension Benefits – In order to measure the expense associated with pension benefits, we must make various assumptions including discount rates used to value certain liabilities, expected return on plan assets used to fund these expenses, compensation increases, employee turnover rates, and anticipated mortality rates. The assumptions used by us are based on our historical experience as well as current facts and circumstances. We use an actuarial analysis to measure the expense and liability associated with these benefits.

Personal Injury – The cost of injuries to employees and others on our property is charged to expense based on estimates of the ultimate cost and number of incidents each year. We use an actuarial analysis to measure the expense and liability, including unasserted claims. Our personal injury liability is not discounted to present value due to the uncertainty surrounding the timing of future payments. Legal fees and incidental costs are expensed as incurred.

Environmental – When environmental issues have been identified with respect to property currently or formerly owned, leased, or otherwise used in the conduct of our business, we perform, with the assistance of our consultants, environmental assessments on such property. We expense the cost of the assessments as incurred. We accrue the cost of remediation where our obligation is probable and such costs can be reasonably estimated. We do not discount our environmental liabilities when the timing of the anticipated cash payments is not fixed or readily determinable. Legal fees and incidental costs are expensed as incurred.

Use of Estimates – The preparation of our Consolidated Financial Statements in conformity with GAAP requires management to make estimates and assumptions that affect certain reported assets and liabilities, the disclosure of certain contingent assets and liabilities as of the date of the Consolidated Financial Statements, as well as the reported amounts of revenues and expenses during the reporting period. Actual future results may differ from such estimates.

3. Accounting Pronouncements

In November 2023, the FASB issued Accounting Standards Update No. (ASU) 2023-07, *Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures*, which requires business entities to enhance disclosures about significant segment expenses. We adopted the ASU effective for fiscal year ended December 31, 2024. The adoption of this ASU only impacted our disclosures. See Note 1 Nature of Operations.

In December 2023, the FASB issued ASU 2023-09, *Income Taxes (Topic 740): Improvements to Income Tax Disclosures*, which requires business entities to expand their annual disclosures of the effective rate reconciliation and income taxes paid. The ASU is effective for fiscal years beginning after December 15, 2024, may be adopted on a prospective or retrospective basis, and early adoption is permitted. The Company is currently evaluating the effect that the new guidance will have on our related disclosures.

In November 2024, the FASB issued ASU 2024-03, *Income Statement - Reporting Comprehensive Income - Expense Disaggregation Disclosures (Subtopic 220-40): Disaggregation of Income Statement Expenses*, which requires disclosure of additional information about specific expense categories in the notes to the financial statements. The ASU is effective for fiscal years beginning after December 15, 2026, and interim periods within fiscal years beginning after December 15, 2027, may be adopted on a prospective or retrospective basis, with early adoption permitted. The Company is currently evaluating the effect that the new guidance will have on our related disclosures.

4. Stock Options and Other Stock Plans

In April 2000, the shareholders approved the Union Pacific Corporation 2000 Directors Plan (Directors Plan) whereby 2,200,000 shares of our common stock were reserved for issuance to our non-employee directors. Under the Directors Plan, each non-employee director, upon his or her initial election to the Board of Directors, received a grant of 4,000 retention shares or retention stock units. In July 2018, the Board of Directors eliminated the retention grant for directors newly elected in 2018 and all future years. As of December 31, 2024, 16,000 restricted shares were outstanding under the Directors Plan.

The Union Pacific Corporation 2013 Stock Incentive Plan (2013 Plan) was approved by shareholders in May 2013. The 2013 Plan reserved 78,000,000 shares of our common stock for issuance, plus any shares subject to awards made under previous plans as of February 28, 2013, that are subsequently cancelled, expired, forfeited, or otherwise not issued under previous plans. Under the 2013 Plan, non-qualified stock options, incentive stock options, retention shares, stock units, and incentive bonus awards may be granted to eligible employees of the Corporation and its subsidiaries. Non-employee directors are not

eligible for awards under the 2013 Plan. As of December 31, 2024, 777,939 stock options and no retention shares and stock units were outstanding under the 2013 Plan. We no longer grant any stock options or other stock or unit awards under this plan.

The Union Pacific Corporation 2021 Stock Incentive Plan (2021 Plan) was approved by shareholders in May 2021. The 2021 Plan reserved 23,000,000 shares of our common stock for issuance, plus any shares subject to awards made under previous plans as of December 31, 2021, that are subsequently cancelled, expired, forfeited, or otherwise not issued under previous plans. Under the 2021 Plan, non-qualified stock options, incentive stock options, retention shares, stock units, and incentive bonus awards may be granted to eligible employees of the Corporation and its subsidiaries. Non-employee directors are not eligible for awards under the 2021 Plan. As of December 31, 2024, 1,203,484 stock options and 1,218,529 retention shares were outstanding under the 2021 Plan.

The Union Pacific Corporation 2021 Employee Stock Purchase Plan (2021 ESPP) was approved by shareholders in May 2021. The 2021 ESPP reserved 10,000,000 shares of our common stock for issuance. Under the 2021 ESPP, eligible employees of the Corporation and its subsidiaries may elect to purchase shares with a Company match award. Non-employee directors are not eligible for awards under the 2021 ESPP. As of December 31, 2024, 1,121,859 shares were issued under the 2021 ESPP.

Pursuant to the above plans 31,063,392; 31,979,909; and 33,185,971 shares of our common stock were authorized and available for grant at December 31, 2024, 2023, and 2022, respectively.

Stock-Based Compensation – We have several stock-based compensation plans where employees receive nonvested stock options, nonvested retention shares, and nonvested stock units. We refer to the nonvested shares and stock units collectively as “retention awards”. Employees may also participate in our ESPP.

Information regarding stock-based compensation expense appears in the table below:

Millions		***2024***		*2023*		*2022*
Stock-based compensation, before tax:						
Stock options	**$**	**18**	$	16	$	14
Retention awards		**77**		71		68
ESPP		**23**		20		17
Total stock-based compensation, before tax	**$**	**118**	$	107	$	99
Excess income tax benefits from equity compensation plans	**$**	**15**	$	11	$	21

Stock Options – Stock options are granted at the closing price on the date of grant, have 10-year contractual terms, and vest no later than 3 years from the date of grant. None of the stock options outstanding at December 31, 2024, is subject to performance or market-based vesting conditions.

The table below shows the annual weighted-average assumptions used for Black-Scholes valuation purposes:

Weighted-Average Assumptions		***2024***		*2023*		*2022*
Risk-free interest rate		**4.2 %**		3.9 %		1.6 %
Dividend yield		**2.1 %**		2.6 %		1.9 %
Expected life (years)		**4.4**		4.5		4.4
Volatility		**28.7 %**		29.3 %		28.7 %
Weighted-average grant-date fair value of options granted	**$**	**61.75**	$	48.31	$	51.92

The risk-free rate is based on the U.S. Treasury yield curve in effect at the time of grant; the expected dividend yield is calculated as the ratio of dividends paid per share of common stock to the stock price on the date of grant; the expected life is based on historical and expected exercise behavior; and expected volatility is based on the historical volatility of our stock price over the expected life of the stock option.

A summary of stock option activity during 2024 is presented below:

	Options (thous.)	Weighted-Average Exercise Price	Weighted-Average Remaining Contractual Term (yrs.)	Aggregate Intrinsic Value (millions)
Outstanding at January 1, 2024	2,072	$ 180.56	5.9	$ 135
Granted	305	248.82	N/A	N/A
Exercised	(347)	146.25	N/A	N/A
Forfeited or expired	(49)	231.93	N/A	N/A
Outstanding at December 31, 2024	1,981	$ 195.81	5.8	$ 74
Vested or expected to vest at December 31, 2024	1,964	$ 195.51	5.8	$ 74
Options exercisable at December 31, 2024	1,392	$ 180.71	4.7	$ 69

At December 31, 2024, there was $15 million of unrecognized compensation expense related to nonvested stock options, which is expected to be recognized over a weighted-average period of 0.8 years. Additional information regarding stock option exercises appears in the following table:

Millions		***2024***	*2023*	*2022*
Intrinsic value of stock options exercised	**$**	**35**	$ 23	$ 53
Cash received from option exercises		**46**	27	27
Treasury shares repurchased for employee payroll taxes		**(8)**	(5)	(8)
Income tax benefit realized from option exercises		**7**	5	8
Aggregate grant-date fair value of stock options vested	**$**	**15**	$ 14	$ 13

Retention Awards – Retention awards are granted at no cost to the employee, vest over periods lasting up to 4 years, and have dividends and dividend equivalents paid to participants during the vesting periods.

Changes in our retention awards during 2024 were as follows:

	Shares (thous.)	Weighted-Average Grant-Date Fair Value
Nonvested at January 1, 2024	996	$ 207.76
Granted	213	248.66
Vested	(252)	186.86
Forfeited	(42)	219.41
Nonvested at December 31, 2024	915	$ 222.50

At December 31, 2024, there was $70 million of total unrecognized compensation expense related to nonvested retention awards, which is expected to be recognized over a weighted-average period of 1.1 years.

Performance Stock Unit Awards – In February 2024, our Board of Directors approved performance stock unit grants. This plan is based on performance targets for annual return on invested capital (ROIC) and operating income growth (OIG) compared to companies in the S&P 100 Industrials Index plus the Class I railroads. We define ROIC as net operating profit adjusted for interest expense (including interest on average operating lease liabilities) and taxes on interest divided by average invested capital adjusted for average operating lease liabilities.

The February 2024 stock units awarded to executives are subject to continued employment for 37 months, the attainment of certain levels of ROIC, and the relative three-year OIG. We expense two-thirds of the fair value of the units that are probable of being earned based on our forecasted ROIC over the three-year performance period, and with respect to the third year of the plan, we expense the remaining one-third of the fair value subject to the relative three-year OIG. We measure the fair value of performance stock units based upon the closing price of the underlying common stock as of the date of grant. Dividend equivalents are accumulated during the service period and paid to participants only after the units are earned.

Changes in our performance stock unit awards during 2024 were as follows:

	Shares (thous.)	*Weighted-Average Grant-Date Fair Value*
Nonvested at January 1, 2024	617	$ 204.50
Granted	227	248.82
Vested	(119)	204.67
Unearned	(70)	204.45
Forfeited	(48)	229.39
Nonvested at December 31, 2024	607	$ 219.08

At December 31, 2024, there was $15 million of total unrecognized compensation expense related to nonvested performance stock unit awards, which is expected to be recognized over a weighted-average period of 1.1 years. This expense is subject to achievement of the performance measures established for the performance stock unit grants.

Employee Stock Purchase Plan – Employee and Company contributions are used to issue treasury shares the month after employee contributions are withheld based on the settlement date closing price. The Company matches 40% contributed by the employee up to a maximum employee contribution of 5% of monthly salary (limited to $15,000 annually). We expense the Company contributions in the month the employee services were rendered (i.e., the month the employee contributions were withheld).

5. Retirement Plans

Pension Benefits

We provide defined benefit retirement income to eligible non-union employees through qualified and non-qualified (supplemental) pension plans. Qualified and non-qualified pension benefits are based on years of service and the highest compensation during the latest years of employment, with specific reductions made for early retirements. Non-union employees hired on or after January 1, 2018, are no longer eligible for pension benefits, but are eligible for an enhanced 401(k) benefit as described below in other retirement programs.

Funded Status

We are required by GAAP to separately recognize the overfunded or underfunded status of our pension plans as an asset or liability. The funded status represents the difference between the projected benefit obligation (PBO) and the fair value of the plan assets. Our non-qualified (supplemental) pension plan is unfunded by design. The PBO of the pension plans is the present value of benefits earned to date by plan participants, including the effect of assumed future compensation increases. Plan assets are measured at fair value. We use a December 31 measurement date for plan assets and obligations for all our retirement plans.

Changes in our PBO and plan assets were as follows for the years ended December 31:

Funded Status				
Millions		***2024***		*2023*
Projected Benefit Obligation				
Projected benefit obligation at beginning of year	**$**	**3,880**	$	3,725
Service cost		**52**		52
Interest cost		**186**		187
Actuarial loss/(gain)		**(269)**		146
Gross benefits paid		**(336)**		(230)
Projected benefit obligation at end of year	**$**	**3,513**	$	3,880
Plan Assets				
Fair value of plan assets at beginning of year	**$**	**4,400**	$	4,363
Actual return/(loss) on plan assets		**(28)**		235
Non-qualified plan benefit contributions		**32**		32
Gross benefits paid		**(336)**		(230)
Fair value of plan assets at end of year	**$**	**4,068**	$	4,400
Funded status at end of year	**$**	**555**	$	520

Actuarial gains that decrease the PBO were driven by an increase in 2024 discount rates from 5.00% to 5.61%. Actuarial losses that increase the PBO were driven by a decrease in 2023 discount rates from 5.21% to 5.00%.

Amounts recognized in the statement of financial position as of December 31, 2024 and 2023, consist of:

Millions		***2024***		*2023*
Noncurrent assets	**$**	**950**	$	924
Current liabilities		**(32)**		(31)
Noncurrent liabilities		**(363)**		(373)
Net amounts recognized at end of year	**$**	**555**	$	520

Pre-tax amounts recognized in accumulated other comprehensive income/loss consist of $644 million and $643 million net actuarial loss as of December 31, 2024 and 2023, respectively.

Pre-tax changes recognized in other comprehensive income/loss as of December 31, 2024, 2023, and 2022, were as follows:

Millions		***2024***		*2023*	*2022*
Net actuarial (loss)/gain	**$**	**(11)**	$	(159)	$ 272
Amortization of:					
Actuarial loss		**11**		9	86
Total	**$**	**-**	$	(150)	$ 358

Underfunded Accumulated Benefit Obligation – The accumulated benefit obligation (ABO) is the present value of benefits earned to date, assuming no future compensation growth. The underfunded accumulated benefit obligation represents the difference between the ABO and the fair value of plan assets.

The following table discloses only the PBO, ABO, and fair value of plan assets for pension plans where the accumulated benefit obligation is in excess of the fair value of the plan assets as of December 31:

Underfunded Accumulated Benefit Obligation				
Millions			***2024***	*2023*
Projected benefit obligation	**$**	**395**	$	404
Accumulated benefit obligation	**$**	**389**	$	399
Fair value of plan assets		**-**		-
Underfunded accumulated benefit obligation	**$**	**(389)**	$	(399)

The ABO for all defined benefit pension plans was $3.3 billion and $3.6 billion at December 31, 2024 and 2023, respectively.

Assumptions – The weighted-average actuarial assumptions used to determine benefit obligations at December 31:

Percentages	**2024**	*2023*
Discount rate	**5.61 %**	5.00 %
Compensation increase	**4.00 %**	4.00 %

Expense

Pension expense is determined based upon the annual service cost of benefits (the actuarial cost of benefits earned during a period) and the interest cost on those liabilities, less the expected return on plan assets. The expected long-term rate of return on plan assets is applied to a calculated value of plan assets that recognizes changes in fair value over a 5-year period. This practice is intended to reduce year-to-year volatility in pension expense, but it can have the effect of delaying the recognition of differences between actual returns on assets and expected returns based on long-term rate of return assumptions. Differences in actual experience in relation to assumptions are not recognized in net income immediately but are deferred in accumulated other comprehensive income/loss and, if necessary, amortized as pension expense.

The components of our net periodic pension benefit/cost were as follows for the years ended December 31:

Millions		**2024**	*2023*	2022
Service cost	**$**	**52**	$ 52	$ 93
Interest cost		**186**	187	123
Expected return on plan assets		**(252)**	(248)	(293)
Amortization of actuarial loss		**11**	9	86
Net periodic pension (benefit)/cost	**$**	**(3)**	$ -	$ 9

Assumptions – The weighted-average actuarial assumptions used to determine expense were as follows:

Percentages	***2024***	*2023*	*2022*
Discount rate for benefit obligations	**5.00 %**	5.21 %	2.80 %
Discount rate for interest on benefit obligations	**4.91 %**	5.14 %	2.40 %
Discount rate for service cost	**5.05 %**	5.19 %	2.91 %
Discount rate for interest on service cost	**5.02 %**	5.21 %	2.86 %
Expected return on plan assets	**5.25 %**	5.25 %	6.25 %
Compensation increase	**4.00 %**	4.10 %	4.10 %

We measure the service cost and interest cost components of our net periodic pension benefit/cost by using individual spot discount rates matched with separate cash flows for each future year. The discount rates were based on a yield curve of high-quality corporate bonds. The expected return on plan assets is based on our asset allocation mix and our historical return, taking into account current and expected market conditions.

Cash Contributions

The following table details cash contributions, if any, for the qualified and non-qualified (supplemental) pension plans:

Millions	*Qualified*	*Non-qualified*
2024	$ -	$ 32
2023	$ -	$ 32

Our policy with respect to funding the qualified pension plans is to fund at least the minimum required by law and not more than the maximum amount deductible for tax purposes.

The non-qualified pension plan is not funded and is not subject to any minimum regulatory funding requirements. Benefit payments for each year represent supplemental pension payments. We anticipate our 2025 supplemental pension payments will be made from cash generated from operations.

Benefit Payments

The following table details expected benefit payments for the years 2025 through 2034:

Millions	
2025	$ 231
2026	230
2027	230
2028	230
2029	231
Years 2030 - 2034	$ 1,177

Asset Allocation Strategy

Our pension plan asset allocation at December 31, 2024 and 2023, and target allocation for 2025, are as follows:

	Target Allocation 2025	*Percentage of Plan Assets December 31,*	
		2024	*2023*
Equity securities	20% to 30%	**24 %**	24 %
Debt securities	70% to 80%	**75**	75
Real estate	0% to 2%	**1**	1
Total		**100 %**	100 %

The pension plan investments are held in a master trust. The investment strategy for pension plan assets is to maintain a broadly diversified portfolio designed to achieve our target average long-term rate of return of 5.25%. While we believe we can achieve a long-term average rate of return of 5.25%, we cannot be certain that the portfolio will perform to our expectations. Assets are strategically allocated among equity, debt, and other investments in order to achieve a diversification level that reduces fluctuations in investment returns. Asset allocation target ranges for equity, debt, and other portfolios are evaluated at least every three years with the assistance of an independent consulting firm. Actual asset allocations are monitored monthly, and rebalancing actions are executed at least quarterly, as needed.

The average credit rating of the debt portfolio was AA- at both December 31, 2024 and 2023. The debt portfolio is also broadly diversified and invested primarily in U.S. Treasury, mortgage, and corporate securities. The weighted-average maturity of the debt portfolio was 22 years at both December 31, 2024 and 2023.

The investment of pension plan assets in securities issued by UPC is explicitly prohibited by the plan for both the equity and debt portfolios, other than through index fund holdings.

Fair Value Measurements

The pension plan assets are valued at fair value. The following is a description of the valuation methodologies used for the investments measured at fair value, including the general classification of such instruments pursuant to the valuation hierarchy.

Federal Government Securities – Federal Government Securities consist of bills, notes, bonds, and other fixed income securities issued directly by the U.S. Treasury or by government-sponsored enterprises. These assets are valued using a bid evaluation process with bid data provided by independent pricing sources. Federal Government Securities are classified as Level 2 investments.

Bonds and Debentures – Bonds and debentures consist of debt securities issued by U.S. and non-U.S. corporations as well as state and local governments. These assets are valued using a bid evaluation process with bid data provided by independent pricing sources. Corporate, state, and municipal bonds and debentures are classified as Level 2 investments.

Corporate Stock – This investment category consists of common and preferred stock issued by U.S. and non-U.S. corporations. Most common shares are traded actively on exchanges and price quotes for these shares are readily available. Common stock is classified as a Level 1 investment. Preferred shares included in this category are valued using a bid evaluation process with bid data provided by independent pricing sources. Preferred stock is classified as a Level 2 investment.

Venture Capital and Buyout Partnerships – This investment category is comprised of interests in limited partnerships that invest primarily in privately-held companies. Due to the private nature of the partnership investments, pricing inputs are not readily observable. Asset valuations are developed by the general partners that manage the partnerships. These valuations are based on the application of public market multiples to private company cash flows, market transactions that provide valuation information for comparable companies, and other methods. The fair value recorded by the plan is calculated using each partnership's net asset value (NAV).

Real Estate Funds – The plan's real estate investments are primarily interests in private real estate investment trusts, partnerships, limited liability companies, and similar structures. Valuations for the holdings in this category are not based on readily observable inputs and are primarily derived from property appraisals. The fair value recorded by the plan is calculated using the NAV for each investment.

Collective Trust and Other Funds – Collective trust and other funds are comprised of shares or units in commingled funds and limited liability companies that are not publicly traded. The underlying assets in these entities (global stock funds and short-term investment funds) are publicly traded on exchanges and price quotes for the assets held by these funds are readily available. The fair value recorded by the plan is calculated using NAV for each investment.

As of December 31, 2024, the pension plan assets measured at fair value on a recurring basis were as follows:

Millions	*Quoted Prices in Active Markets for Identical Inputs (Level 1)*	*Significant Other Observable Inputs (Level 2)*	*Significant Unobservable Inputs (Level 3)*	*Total*
Plan assets at fair value:				
Federal government securities	$ -	$ 1,448	$ -	$ 1,448
Bonds and debentures	-	1,512	-	1,512
Corporate stock	220	6	-	226
Total plan assets at fair value	$ 220	$ 2,966	$ -	$ 3,186
Plan assets at NAV:				
Venture capital and buyout partnerships				446
Real estate funds				26
Collective trust and other funds				370
Total plan assets at NAV				$ 842
Other assets/(liabilities) [a]				40
Total plan assets				$ 4,068

As of December 31, 2023, the pension plan assets measured at fair value on a recurring basis were as follows:

Millions	*Quoted Prices in Active Markets for Identical Inputs (Level 1)*	*Significant Other Inputs (Level 2)*	*Significant Unobservable Inputs (Level 3)*	*Total*
Plan assets at fair value:				
Federal government securities	$ -	$ 1,508	$ -	$ 1,508
Bonds and debentures	-	1,696	-	1,696
Corporate stock	176	5	-	181
Total plan assets at fair value	$ 176	$ 3,209	$ -	$ 3,385
Plan assets at NAV:				
Venture capital and buyout partnerships				554
Real estate funds				30
Collective trust and other funds				382
Total plan assets at NAV				$ 966
Other assets/(liabilities) [a]				49
Total plan assets				$ 4,400

[a] Includes accrued receivables, net payables, and pending broker settlements.

The master trust's investments in limited partnerships and similar structures (used to invest in private equity and real estate) are valued at fair value based on their proportionate share of the partnerships' fair value as recorded in the limited partnerships' audited financial statements. The limited partnerships allocate gains, losses, and expenses to the partners based on the ownership percentage as described in the partnership agreements.

Other Retirement Programs

Other Post-Retirement Benefits – We provide medical and life insurance benefits for eligible retirees hired before January 1, 2004. These benefits are funded as medical claims and life insurance premiums are paid. OPEB expense is determined based upon the annual service cost of benefits and the interest cost on those liabilities plus amortization of net (gain)/loss amounts offset by amortization of prior service credits recorded in AOCI. Our OPEB liability was $104 million at both December 31, 2024 and 2023. The liability is based on discount rate assumptions of 5.53% and 4.97% at December 31,

2024 and 2023, respectively. OPEB net periodic (benefit)/cost was ($5) million in 2024, ($7) million in 2023, and ($2) million in 2022.

401(k)/Thrift Plan – For non-union employees hired prior to January 1, 2018, and eligible union employees for whom we make matching contributions, we provide a defined contribution plan (401(k)/thrift plan). We match 50% for each dollar contributed by employees up to the first 6% of compensation contributed. For non-union employees hired on or after January 1, 2018, we match 100% for each dollar, up to the first 6% of compensation contributed, in addition to contributing an annual amount of 3% of the employee's annual base salary. Our plan contributions were $28 million in 2024, $27 million in 2023, and $24 million in 2022.

Railroad Retirement System – All Railroad employees are covered by the Railroad Retirement System (the System). Contributions made to the System are expensed as incurred and amounted to approximately $671 million in 2024, $711 million in 2023, and $586 million in 2022.

Collective Bargaining Agreements – Under collective bargaining agreements, we participate in multi-employer benefit plans that provide certain post retirement health care and life insurance benefits for eligible union employees. Premiums paid under these plans are expensed as incurred and amounted to $12 million in 2024, $16 million in 2023, and $20 million in 2022.

6. Other Income

Other income included the following for the years ended December 31:

Millions		***2024***	*2023*	*2022*
Real estate income [a]	**$**	**263**	$ 414	$ 381
Net periodic pension benefit/(costs)		**55**	52	84
Interest income [b]		**52**	52	23
Non-operating property environmental remediation and restoration		**(37)**	(37)	(47)
Interest from IRS refund claims		**24**	-	-
Other [b]		**(7)**	10	(15)
Total	**$**	**350**	$ 491	$ 426

[a] 2023 includes a one-time $107 million transaction. 2022 includes a $79 million gain from a land sale to the Illinois State Toll Highway Authority and a $35 million gain from a sale to the Colorado Department of Transportation.

[b] Prior periods have been reclassified to conform to the current period disclosure.

7. Income Taxes

Components of income tax expense were as follows for the years ended December 31:

Millions		***2024***	*2023*	*2022*
Current tax expense:				
Federal	**$**	**1,649**	$ 1,417	$ 1,465
State		**359**	314	340
Foreign		**11**	6	7
Total current tax expense		**2,019**	1,737	1,812
Deferred and other tax expense/(benefit):				
Federal		**47**	219	320
State [a]		**(24)**	(104)	(59)
Foreign		**5**	2	1
Total deferred and other tax expense		**28**	117	262
Total income tax expense	**$**	**2,047**	$ 1,854	$ 2,074

[a] In 2024, Louisiana and Arkansas enacted corporate income tax legislation that resulted in a $34 million reduction of our deferred tax expense. In 2023, Nebraska, Iowa, Kansas, and Arkansas enacted corporate income tax legislation that resulted in a $114 million reduction of our deferred tax expense. In 2022, Nebraska, Iowa, Arkansas, and Idaho enacted corporate income tax legislation that resulted in a $95 million reduction of our deferred tax expense.

For the years ended December 31, reconciliations between statutory and effective tax rates are as follows:

Tax Rate Percentages	***2024***	*2023*	*2022*
Federal statutory tax rate	**21.0 %**	21.0 %	21.0 %
State statutory rates, net of federal benefits	**3.2**	3.4	3.6
Dividends received deduction	**(0.5)**	(0.6)	(0.5)
Excess tax benefits from equity compensation plans	**(0.2)**	(0.1)	(0.2)
Deferred tax adjustments	**-**	(1.2)	(1.0)
Other [a]	**(0.2)**	-	-
Effective tax rate	**23.3 %**	22.5 %	22.9 %

[a] The effective income tax rate for 2024 includes tax benefits from purchases of federal tax credits.

Deferred income tax assets/(liabilities) were comprised of the following at December 31:

Millions		***2024***	*2023*
Deferred income tax liabilities:			
Property	**$**	**(13,020)** $	(12,987)
Operating lease assets		**(314)**	(404)
Other		**(581)**	(556)
Total deferred income tax liabilities		**(13,915)**	(13,947)
Deferred income tax assets:			
Operating lease liabilities		**308**	394
Accrued casualty costs		**172**	168
Accrued wages		**51**	50
Stock compensation		**28**	26
Other		**205**	186
Total deferred income tax assets		**764**	824
Net deferred income tax liability	**$**	**(13,151)** $	(13,123)

In 2024 and 2023, there were no valuation allowances against deferred tax assets.

A reconciliation of changes in unrecognized tax benefits liabilities/(assets) from the beginning to the end of the reporting period is as follows:

Millions		***2024***	*2023*	*2022*
Unrecognized tax benefits at January 1	**$**	**30** $	34 $	38
Refunds from/(payments to) and settlements with taxing authorities		**7**	-	-
Decreases for positions taken in prior years		**(6)**	(1)	(4)
Increases/(decreases) for interest and penalties		**1**	-	-
Lapse of statutes of limitations		**-**	(4)	(3)
Increases for positions taken in current year		**-**	1	3
Unrecognized tax benefits at December 31	**$**	**32** $	30 $	34

We recognize interest and penalties as part of income tax expense. Total accrued liabilities/(receivables) for interest and penalties were $4 million and ($4) million at December 31, 2024 and 2023, respectively. Total interest and penalties recognized as part of income tax expense/(benefit) were $1 million for 2024, ($1) million for 2023, and ($2) million for 2022.

Several state tax authorities are examining our state income tax returns for years 2018 through 2023.

We do not expect our unrecognized tax benefits to change significantly in the next 12 months. The portion of our unrecognized tax benefits that relates to permanent changes in tax and interest would reduce our effective tax rate, if recognized. The remaining unrecognized tax benefits relate to tax positions for which only the timing of the benefit is

uncertain. The unrecognized tax benefits that would reduce our effective tax rate are $32 million for 2024, $30 million for 2023, and $31 million for 2022.

8. Earnings Per Share

The following table provides a reconciliation between basic and diluted earnings per share for the years ended December 31:

Millions, Except Per Share Amounts		***2024***	*2023*	*2022*
Net income	**$**	**6,747**	$ 6,379	$ 6,998
Weighted-average number of shares outstanding:				
Basic		**607.6**	609.2	622.7
Dilutive effect of stock options		**0.4**	0.4	0.6
Dilutive effect of retention shares and units		**0.6**	0.6	0.7
Diluted		**608.6**	610.2	624.0
Earnings per share - basic	**$**	**11.10**	$ 10.47	$ 11.24
Earnings per share - diluted	**$**	**11.09**	$ 10.45	$ 11.21

Common stock options totaling 0.6 million, 0.9 million, and 0.3 million for 2024, 2023, and 2022, respectively, were excluded from the computation of diluted earnings per share because the exercise prices of these stock options exceeded the average market price of our common stock for the respective periods, and the effect of their inclusion would be anti-dilutive.

9. Accumulated Other Comprehensive Income/Loss

Reclassifications out of accumulated other comprehensive income/loss were as follows (net of tax):

Millions	*Defined benefit plans*	*Foreign currency translation*	*Unrealized gain on derivative instruments [a]*	*Total*
Balance at January 1, 2024	$ (484)	$ (146)	$ 16	$ (614)
Other comprehensive income/(loss) before reclassifications	2	(95)	-	(93)
Amounts reclassified from accumulated other comprehensive income/(loss) [b]	(16)	-	-	(16)
Net year-to-date other comprehensive income/(loss), net of taxes of $6 million	(14)	(95)	-	(109)
Balance at December 31, 2024	$ (498)	$ (241)	$ 16	$ (723)
Balance at January 1, 2023	$ (378)	$ (204)	$ -	$ (582)
Other comprehensive income/(loss) before reclassifications	5	58	16	79
Amounts reclassified from accumulated other comprehensive income/(loss) [b]	(111)	-	-	(111)
Net year-to-date other comprehensive income/(loss), net of taxes of $31 million	(106)	58	16	(32)
Balance at December 31, 2023	$ (484)	$ (146)	$ 16	$ (614)

[a] Related to interest rate swaps from equity method investments.

[b] The accumulated other comprehensive income/loss reclassification components are 1) prior service cost/credit and 2) net actuarial loss, which are both included in the computation of net periodic pension benefit/cost. See Note 5 Retirement Plans for additional details.

10. Accounts Receivable

Accounts receivable include freight and other receivables reduced by an allowance for doubtful accounts. At December 31, 2024 and 2023, our accounts receivable were reduced by $6 million and $9 million, respectively. Receivables not expected to be collected in one year and the associated allowances are classified as other assets in our Consolidated Statements of Financial Position. At December 31, 2024 and 2023, receivables classified as other assets were reduced by allowances of $69 million and $71 million, respectively.

Receivables Securitization Facility – The Railroad maintains an $800 million, 3-year receivables securitization facility (the Receivables Facility) maturing in July 2025. Under the Receivables Facility, the Railroad sells most of its eligible third-party receivables to Union Pacific Receivables, Inc. (UPRI), a consolidated, wholly-owned, bankruptcy-remote subsidiary that may subsequently transfer, without recourse, an undivided interest in accounts receivable to investors. The investors have no recourse to the Railroad's other assets except for customary warranty and indemnity claims. Creditors of the Railroad do not have recourse to the assets of UPRI.

The amount recorded under the Receivables Facility was $0 at both December 31, 2024 and 2023. During the year ended December 31, 2024, we issued $800 million and repaid $800 million under the Receivables Facility. The Receivables Facility was supported by $1.6 billion and $1.7 billion of accounts receivable as collateral at December 31, 2024 and 2023, respectively, which, as a retained interest, is included in accounts receivable, net in our Consolidated Statements of Financial Position.

The outstanding amount the Railroad maintains under the Receivables Facility may fluctuate based on current cash needs. The maximum allowed under the Receivables Facility is $800 million with availability directly impacted by eligible receivables, business volumes, and credit risks, including receivables payment quality measures such as default and dilution ratios. If default or dilution ratios increase one percent, the allowable outstanding amount under the Receivables Facility would not materially change.

The costs of the Receivables Facility include interest, which will vary based on prevailing benchmark and commercial paper rates, program fees paid to participating banks, commercial paper issuance costs, and fees of participating banks for unused commitment availability. The costs of the Receivables Facility are included in interest expense and were $8 million, $9 million, and $10 million for 2024, 2023, and 2022, respectively.

11. Properties

The following tables list the major categories of property and equipment as well as the weighted-average estimated useful life for each category (in years):

Millions, Except Estimated Useful Life *As of December 31, 2024*	*Cost*	*Accumulated Depreciation*	*Net Book Value*	*Estimated Useful Life*
Land	$ 5,441	N/A	$ 5,441	N/A
Road:				
Rail and other track material	19,283	$ 7,642	11,641	46
Ties	12,358	4,109	8,249	34
Ballast	6,495	2,182	4,313	34
Other roadway [a]	23,913	5,681	18,232	47
Total road	62,049	19,614	42,435	N/A
Equipment:				
Locomotives	9,517	3,724	5,793	18
Freight cars	3,011	1,037	1,974	22
Work equipment and other [b]	1,222	482	740	17
Total equipment	13,750	5,243	8,507	N/A
Technology and other	1,431	640	791	12
Construction in progress	1,169	-	1,169	N/A
Total	$ 83,840	$ 25,497	$ 58,343	N/A

[a] Other roadway includes grading, bridges and tunnels, signals, buildings, and other road assets.

[b] For retirements of depreciable railroad properties that do not occur in the normal course of business, a gain or loss may be recognized if the retirement meets each of the following three conditions: (a) is unusual, (b) is material in amount, and (c) varies significantly from the retirement profile identified through our depreciation studies. In the second quarter of 2024, we sold a large portion of an intermodal equipment asset class resulting in a $46 million gain recognized in other expense in our Consolidated Statements of Income.

Millions, Except Estimated Useful Life *As of December 31, 2023*	*Cost*	*Accumulated Depreciation*	*Net Book Value*	*Estimated Useful Life*
Land	$ 5,426	N/A	$ 5,426	N/A
Road:				
Rail and other track material	18,837	$ 7,344	11,493	42
Ties	11,985	3,895	8,090	34
Ballast	6,345	2,061	4,284	34
Other roadway [a]	23,175	5,368	17,807	47
Total road	60,342	18,668	41,674	N/A
Equipment:				
Locomotives	9,295	3,591	5,704	18
Freight cars	2,765	956	1,809	23
Work equipment and other	1,344	546	798	17
Total equipment	13,404	5,093	8,311	N/A
Technology and other	1,388	574	814	12
Construction in progress	1,173	-	1,173	N/A
Total	$ 81,733	$ 24,335	$ 57,398	N/A

[a] Other roadway includes grading, bridges and tunnels, signals, buildings, and other road assets.

Property and Depreciation – Our railroad operations are highly capital-intensive, and our large base of homogeneous, network-type assets turns over on a continuous basis. Each year we develop a capital program for the replacement of assets and for the acquisition or construction of assets that enable us to enhance our operations or provide new service offerings to customers. We currently have more than 60 depreciable asset classes, and we may increase or decrease the number of asset classes due to changes in technology, asset strategies, or other factors.

We determine the estimated service lives of depreciable railroad assets by means of depreciation studies. We perform depreciation studies at least every 3 years for equipment and every 6 years for track assets (i.e., rail and other track material, ties, and ballast) and other road property. Our depreciation studies take into account the following factors:

- Statistical analysis of historical patterns of use and retirements of each of our asset classes,
- Evaluation of any expected changes in current operations and the outlook for continued use of the assets,
- Evaluation of technological advances and changes to maintenance practices, and
- Expected salvage to be received upon retirement.

For rail in high-density traffic corridors, we measure estimated service lives in millions of gross tons per mile of track. It has been our experience that the lives of rail in high-density traffic corridors are closely correlated to usage (i.e., the amount of weight carried over the rail). The service lives also vary based on rail weight, rail condition (e.g., new or secondhand), and rail type (e.g., straight or curve). Our depreciation studies for rail in high-density traffic corridors consider each of these factors in determining the estimated service lives. For rail in high-density traffic corridors, we calculate depreciation rates annually by dividing the number of gross ton-miles carried over the rail (i.e., the weight of loaded and empty freight cars, locomotives, and maintenance of way equipment transported over the rail) by the estimated service lives of the rail measured in millions of gross tons per mile. For all other depreciable assets, we compute depreciation based on the estimated service lives of our assets as determined from the analysis of our depreciation studies. Changes in the estimated service lives of our assets and their related depreciation rates are implemented prospectively.

Under the group method of depreciation, the historical cost (net of salvage) of depreciable property that is retired or replaced in the ordinary course of business is charged to accumulated depreciation and no gain or loss is recognized. The historical cost of certain track assets is estimated by multiplying the current replacement cost of track assets by a historical index factor derived from (a) inflation indices published by the Bureau of Labor Statistics and (b) the estimated useful lives of the assets as determined by our depreciation studies. The indices were selected because they closely correlate with the major costs of the properties comprising the applicable track asset classes. Because of the number of estimates inherent in the depreciation and retirement processes and because it is impossible to precisely estimate each of these variables until a group of property is completely retired, we continually monitor the estimated service lives of our assets and the accumulated depreciation associated with each asset class to ensure our depreciation rates are appropriate. In addition, we determine if the recorded amount of accumulated depreciation is deficient (or in excess) of the amount indicated by our depreciation studies. Any

deficiency (or excess) is amortized as a component of depreciation expense over the remaining service lives of the applicable classes of assets.

For retirements of depreciable railroad properties that do not occur in the normal course of business, a gain or loss may be recognized if the retirement meets each of the following three conditions: (a) is unusual, (b) is material in amount, and (c) varies significantly from the retirement profile identified through our depreciation studies. A gain or loss is recognized in other income when we sell land or dispose of assets that are not part of our railroad operations.

In 2024, we sold a large portion of an intermodal equipment asset class resulting in a gain recognized in other expense in our Consolidated Statements of Income. No gains or losses were recognized due to the retirement of depreciable railroad properties in 2023 or 2022.

We review construction in progress assets that have not yet been placed into service, for impairment when events or changes in circumstances indicate that the carrying amount of a long-lived asset or assets may not be recoverable. If impairment indicators are present and the estimated future undiscounted cash flows are less than the carrying value of construction in progress assets when grouped with other assets and liabilities at the lowest level where identifiable cash flows are largely independent, the carrying value is reduced to the estimated fair value.

When we purchase an asset, we capitalize all costs necessary to make the asset ready for its intended use. However, many of our assets are self-constructed. A large portion of our capital expenditures is for replacement of existing track assets and other road properties, which is typically performed by our employees, and for track line expansion and other capacity projects. Costs that are directly attributable to capital projects (including overhead costs) are capitalized. Direct costs that are capitalized as part of self-constructed assets include material, labor, and work equipment. Indirect costs are capitalized if they clearly relate to the construction of the asset.

Costs incurred that extend the useful life of an asset, improve the safety of our operations, or improve operating efficiency are capitalized, while normal repairs and maintenance are expensed as incurred. Total expense for repairs and maintenance incurred was approximately $2.3 billion for 2024, $2.5 billion for 2023, and $2.4 billion for 2022.

Assets held under finance leases are recorded at the lower of the net present value of the minimum lease payments or the fair value of the leased asset at the inception of the lease. Amortization expense is computed using the straight-line method over the shorter of the estimated useful lives of the assets or the period of the related lease.

12. Accounts Payable and Other Current Liabilities

Millions		***Dec.31, 2024***	*Dec.31, 2023*
Accounts payable	**$**	**847**	$ 856
Compensation-related accruals		**618**	533
Income and other taxes payable		**605**	685
Interest payable		**372**	389
Current operating lease liabilities (Note 16)		**346**	355
Accrued casualty costs		**319**	307
Equipment rents payable		**109**	98
Other		**613**	460
Total accounts payable and other current liabilities	**$**	**3,829**	$ 3,683

13. Financial Instruments

Short-Term Investments – All of the Company's short-term investments consist of time deposits and government agency securities. These investments are considered Level 2 investments and are valued at amortized cost, which approximates fair value. As of December 31, 2024 and 2023, the Company had $20 million and $16 million of short-term investments, respectively. All short-term investments have a maturity of less than one year and are classified as held-to-maturity.

Fair Value of Financial Instruments – The fair value of our short- and long-term debt was estimated using a market value price model, which utilizes applicable U.S. Treasury rates along with current market quotes on comparable debt securities. All of the inputs used to determine the fair market value of the Corporation's long-term debt are Level 2 inputs and obtained from an independent source. At December 31, 2024, the fair value of total debt was $25.3 billion, approximately $5.9 billion less

than the carrying value. At December 31, 2023, the fair value of total debt was $28.5 billion, approximately $4.1 billion less than the carrying value. The fair value of the Corporation's debt is a measure of its current value under present market conditions. The fair value of our cash equivalents approximates their carrying value due to the short-term maturities of these instruments.

14. Debt

Total debt as of December 31, 2024 and 2023, is summarized below:

Millions		***2024***		*2023*
Notes and debentures, 2.2% to 7.1% due through February 14, 2072	**$**	**32,044**	$	33,383
Equipment obligations, 2.6% to 6.2% due through January 2, 2031 [a]		**732**		770
Finance leases, 3.1% to 6.8% due through December 10, 2028		**109**		158
Unamortized discount and deferred issuance costs		**(1,693)**		(1,732)
Total debt		**31,192**		32,579
Less: current portion		**(1,425)**		(1,423)
Total long-term debt	**$**	**29,767**	$	31,156

[a] Equipment obligations are secured by an interest in certain railroad equipment with a carrying value of approximately $0.8 billion and $0.9 billion at December 31, 2024 and 2023, respectively.

Debt Maturities – The following table presents aggregate debt maturities as of December 31, 2024, excluding market value adjustments:

Millions		
2025	$	1,426
2026		1,516
2027		1,285
2028		1,235
2029		1,258
Thereafter		26,165
Total principal		32,885
Unamortized discount and deferred issuance costs		(1,693)
Total debt	$	31,192

Credit Facilities – At December 31, 2024, we had $2.0 billion of credit available under our revolving credit facility (the Facility), which is designated for general corporate purposes and supports the issuance of commercial paper. Credit facility withdrawals totaled $0 during 2024. Commitment fees and interest rates payable under the Facility are similar to fees and rates available to comparably rated, investment-grade borrowers. The Facility allows for borrowings at floating rates based on Term Secured Overnight Financing Rate (SOFR), plus a spread, depending upon credit ratings for our senior unsecured debt. The Facility, set to expire May 20, 2027, requires UPC to maintain an adjusted debt-to-EBITDA (earnings before interest, taxes, depreciation, and amortization) coverage ratio.

The definition of debt used for purposes of calculating the adjusted debt-to-EBITDA coverage ratio includes, among other things, certain credit arrangements, finance leases, guarantees, unfunded and vested pension benefits under Title IV of Employee Retirement Income Security Act of 1974 (ERISA), and unamortized debt discount and deferred debt issuance costs. At December 31, 2024, the Company was in compliance with the adjusted debt-to-EBITDA coverage ratio, which allows us to carry up to $46.7 billion of debt (as defined in the Facility), and we had $32.9 billion of debt (as defined in the Facility) outstanding at that date. The Facility does not include any other financial restrictions, credit rating triggers (other than rating-dependent pricing), or any other provision that could require us to post collateral. The Facility also includes a $150 million cross-default provision and a change-of-control provision.

During 2024, we issued $823 million and repaid $823 million of commercial paper with maturities ranging from 13 to 57 days. As of both December 31, 2024 and 2023, we had $0 of commercial paper outstanding. Our revolving credit facility supports our outstanding commercial paper balances, and, unless we change the terms of our commercial paper program, our aggregate issuance of commercial paper will not exceed the amount of borrowings available under the Facility.

Shelf Registration Statement and Significant New Borrowings – We filed an automatic shelf registration statement with the SEC that became effective on February 13, 2024. Under our shelf registration, we may issue, from time to time, any combination of debt securities, preferred stock, common stock, or warrants for debt securities or preferred stock in one or more offerings. The Board of Directors authorized the issuance of up to $9.0 billion of debt securities, replacing the prior Board authorization in February 2022, which had $5.6 billion of authority remaining.

During the year ended December 31, 2024, we did not issue any debt securities under this registration statement. At December 31, 2024, we had remaining authority from the Board of Directors to issue up to $9.0 billion of debt securities under our shelf registration.

Receivables Securitization Facility – As of both December 31, 2024 and 2023, we recorded $0 of borrowings under our Receivables Facility, as secured debt. (See further discussion in the "Receivables Securitization Facility" section of Note 10.)

15. Variable Interest Entities

We have entered into various lease transactions in which the structure of the leases contain variable interest entities (VIEs). These VIEs were created solely for the purpose of doing lease transactions (principally involving railroad equipment and facilities) and have no other activities, assets, or liabilities outside of the lease transactions. Within these lease arrangements, we have the right to purchase some or all of the assets at fixed prices. Depending on market conditions, fixed-price purchase options available in the leases could potentially provide benefits to us; however, these benefits are not expected to be significant.

We maintain and operate the assets based on contractual obligations within the lease arrangements, which set specific guidelines consistent within the railroad industry. As such, we have no control over activities that could materially impact the fair value of the leased assets. We do not hold the power to direct the activities of the VIEs and, therefore, do not control the ongoing activities that have a significant impact on the economic performance of the VIEs. Additionally, we do not have the obligation to absorb losses of the VIEs or the right to receive benefits of the VIEs that could potentially be significant to the VIEs.

We are not considered to be the primary beneficiary and do not consolidate these VIEs because our actions and decisions do not have the most significant effect on the VIE's performance and our fixed-price purchase options are not considered to be potentially significant to the VIEs. The future minimum lease payments associated with the VIE leases totaled $609 million as of December 31, 2024, and are recorded as operating lease liabilities at present value in our Consolidated Statements of Financial Position.

16. Leases

We lease certain locomotives, freight cars, and other property for use in our rail operations.

The following are additional details related to our lease portfolio:

Millions	*Classification*		***Dec 31, 2024***		*Dec 31, 2023*
Assets					
Operating leases	Operating lease assets	**$**	**1,297**	$	1,643
Finance leases	Properties, net [a]		**172**		244
Total leased assets		**$**	**1,469**	$	1,887
Liabilities					
Current					
Operating	Accounts payable and other current liabilities	**$**	**346**	$	355
Finance	Debt due within one year		**37**		49
Noncurrent					
Operating	Operating lease liabilities		**925**		1,245
Finance	Debt due after one year		**72**		109
Total lease liabilities		**$**	**1,380**	$	1,758

[a] Finance lease assets are recorded net of accumulated amortization of $472 million and $497 million as of December 31, 2024 and 2023, respectively.

The lease cost components are classified as follows:

Millions	**Dec 31, 2024**	Dec 31, 2023
Operating lease cost [a]	**$ 340**	$ 369
Short-term lease cost	**24**	24
Variable lease cost	**37**	41
Finance lease cost		
Amortization of leased assets [b]	**31**	38
Interest on lease liabilities [c]	**5**	8
Net lease cost	**$ 437**	$ 480

[a] Operating lease cost is primarily reported in equipment and other rents in our Consolidated Statements of Income.
[b] Amortization of leased assets is reported in depreciation in our Consolidated Statements of Income.
[c] Interest on lease liabilities is reported in interest expense in our Consolidated Statements of Income.

The following table presents aggregate lease maturities as of December 31, 2024:

Millions	*Operating Leases*	*Finance Leases*	*Total*
2025	$ 352	$ 42	$ 394
2026	281	35	316
2027	227	30	257
2028	200	11	211
2029	128	-	128
After 2029	213	-	213
Total lease payments	$ 1,401	$ 118	$ 1,519
Less: Interest	130	9	139
Present value of lease liabilities	$ 1,271	$ 109	$ 1,380

The following table presents the weighted average remaining lease term and discount rate:

	Dec 31, 2024
Weighted-average remaining lease term (years)	
Operating leases	5.4
Finance leases	2.8
Weighted-average discount rate (%)	
Operating leases	3.8
Finance leases	4.4

The following table presents other information related to our operating and finance leases for the years ended December 31:

Millions	***2024***	*2023*
Cash paid for amounts included in the measurement of lease liabilities		
Operating cash flows from operating leases	**$ 319**	$ 323
Investing cash flows from operating leases	**32**	33
Operating cash flows from finance leases	**6**	9
Financing cash flows from finance leases	**47**	65
Leased assets obtained in exchange for operating lease liabilities	**$ 119**	$ 241

17. Commitments and Contingencies

Asserted and Unasserted Claims – Various claims and lawsuits are pending against us and certain of our subsidiaries. We cannot fully determine the effect of all asserted and unasserted claims on our consolidated results of operations, financial condition, or liquidity. We have recorded a liability where asserted and unasserted claims are considered probable and where such claims can be reasonably estimated. We currently do not expect that any known lawsuits, claims, environmental costs, commitments, contingent liabilities, or guarantees will have a material adverse effect on our consolidated results of operations, financial condition, or liquidity after taking into account liabilities and insurance recoveries previously recorded for these matters.

In December 2019, we received a putative class action complaint under the Illinois Biometric Information Privacy Act, alleging violation due to the use of a finger scan system developed and managed by third parties. While we believe that we have strong defenses to the claims made in the complaint and will vigorously defend ourselves, there is no assurance regarding the ultimate outcome. The outcome of this litigation is inherently uncertain, and we cannot reasonably estimate any loss or range of loss that may arise from this matter.

Personal Injury – The Federal Employers' Liability Act (FELA) governs compensation for work-related accidents. Under FELA, damages are assessed based on a finding of fault through litigation or out-of-court settlements. We offer a comprehensive variety of services and rehabilitation programs for employees who are injured at work.

Because of the uncertainty surrounding the ultimate outcome of personal injury claims, it is reasonably possible that future costs to settle these claims may range from approximately $379 million to $495 million. We record an accrual at the low end of the range as no amount of loss within the range is more probable than any other. Estimates can vary over time due to evolving trends in litigation.

Our personal injury liability activity was as follows:

Millions		***2024***	*2023*	*2022*
Beginning balance	**$**	**383**	$ 361	$ 325
Current year accruals		**121**	112	107
Changes in estimates for prior years		**(14)**	89	55
Payments		**(111)**	(179)	(126)
Ending balance at December 31	**$**	**379**	$ 383	$ 361
Current portion, ending balance at December 31	**$**	**106**	$ 113	$ 84

Environmental Costs – We are subject to federal, state, and local environmental laws and regulations. We have identified 352 sites where we are or may be liable for remediation costs associated with alleged contamination or for violations of environmental requirements. This includes 31 sites that are the subject of actions taken by the U.S. government, including 19 that are currently on the Superfund National Priorities List. Certain federal legislation imposes joint and several liability for the remediation of identified sites; consequently, our ultimate environmental liability may include costs relating to activities of other parties, in addition to costs relating to our own activities at each site.

Our environmental liability activity was as follows:

Millions		***2024***	*2023*	2022
Beginning balance	**$**	**245**	$ 253	$ 243
Accruals		**129**	99	84
Payments		**(106)**	(107)	(74)
Ending balance at December 31	**$**	**268**	$ 245	$ 253
Current portion, ending balance at December 31	**$**	**83**	$ 91	$ 67

The environmental liability includes future costs for remediation and restoration of sites, as well as ongoing monitoring costs, but excludes any anticipated recoveries from third parties. Cost estimates are based on information available for each site, financial viability of other potentially responsible parties, and existing technology, laws, and regulations. The ultimate liability for remediation is difficult to determine because of the number of potentially responsible parties, site-specific cost sharing arrangements with other potentially responsible parties, the degree of contamination by various wastes, the scarcity and quality of volumetric data related to many of the sites, and the speculative nature of remediation costs. Estimates of liability

may vary over time due to changes in federal, state, and local laws governing environmental remediation. Current obligations are not expected to have a material adverse effect on our consolidated results of operations, financial condition, or liquidity.

Indemnities – Our maximum potential exposure under indemnification arrangements, including certain tax indemnifications, can range from a specified dollar amount to an unlimited amount, depending on the nature of the transactions and the agreements. Due to uncertainty as to whether claims will be made or how they will be resolved, we cannot reasonably determine the probability of an adverse claim or reasonably estimate any adverse liability or the total maximum exposure under these indemnification arrangements. We do not have any reason to believe that we will be required to make any material payments under these indemnity provisions.

18. Share Repurchase Programs

Effective April 1, 2022, our Board of Directors authorized the repurchase of up to 100 million shares of our common stock by March 31, 2025. As of December 31, 2024, we repurchased a total of 25.9 million shares of our common stock under the 2022 authorization. These repurchases may be made on the open market or through other transactions. Our management has sole discretion with respect to determining the timing and amount of these transactions.

The table below represents shares repurchased under repurchase programs during 2024 and 2023:

	Number of Shares Purchased		*Average Price Paid*	
	2024	*2023*	***2024***	*2023*
First quarter	**-**	2,908,703	**$ -**	$ 203.19
Second quarter	**492,320**	606,581	**225.96**	199.81
Third quarter	**3,006,061**	-	**245.44**	-
Fourth quarter	**2,804,785**	-	**237.43**	-
Total	**6,303,166**	3,515,284	**$ 240.35**	$ 202.61
Remaining number of shares that may be repurchased under current authority				74,088,861

Management's assessments of market conditions and other pertinent factors guide the timing, manner, and volume of all repurchases. We expect to fund any share repurchases under this program through cash generated from operations, the sale or lease of various operating and non-operating properties, debt issuances, and cash on hand. Open market repurchases are recorded in treasury stock at cost, which includes any applicable commissions, fees, and excise taxes.

On February 6, 2025, the Board of Directors approved a new share repurchase authorization, enabling the Company to buy up to 100 million shares of its common stock by March 31, 2028. The new authorization is effective April 1, 2025, and replaces the current authorization, which will expire on March 31, 2025.

19. Related Parties

UPRR and other North American railroad companies jointly own TTX Company (TTX). UPRR has a 37.03% economic interest in TTX while the other North American railroads own the remaining interest. In accordance with ASC 323 *Investments - Equity Method and Joint Venture*, UPRR applies the equity method of accounting to our investment in TTX.

TTX is a rail car pooling company that owns rail cars and intermodal wells to serve North America’s railroads. TTX assists railroads in meeting the needs of their customers by providing rail cars in an efficient, pooled environment. All railroads may utilize TTX rail cars through car hire by renting rail cars at stated rates.

UPRR had $1.9 billion and $1.8 billion recognized as investments related to TTX in our Consolidated Statements of Financial Position as of December 31, 2024 and 2023, respectively. TTX car hire expense of $432 million in 2024, $399 million in 2023, and $402 million in 2022 are included in equipment and other rents in our Consolidated Statements of Income. In addition, UPRR had accounts payable to TTX of $70 million and $60 million at December 31, 2024 and 2023, respectively.

Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure

None.

Item 9A. Controls and Procedures

As of the end of the period covered by this report, the Corporation carried out an evaluation, under the supervision and with the participation of the Corporation's management, including the Corporation's Chief Executive Officer (CEO) and Executive Vice President and Chief Financial Officer (CFO), of the effectiveness of the design and operation of the Corporation's disclosure controls and procedures pursuant to Exchange Act Rules 13a-15 and 15d-15. In designing and evaluating the disclosure controls and procedures, management recognized that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives. Based upon that evaluation, the CEO and the CFO concluded that, as of the end of the period covered by this report, the Corporation's disclosure controls and procedures were effective to provide reasonable assurance that information required to be disclosed in our Exchange Act reports is recorded, processed, summarized, and reported within the time periods specified by the SEC, and that such information is accumulated and communicated to management, including the CEO and CFO, as appropriate, to allow timely decisions regarding required disclosure.

Additionally, the CEO and CFO determined that there were no changes to the Corporation's internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) during the last fiscal quarter that materially affected, or are reasonably likely to materially affect, the Corporation's internal control over financial reporting.

MANAGEMENT'S ANNUAL REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING

The management of Union Pacific Corporation and Subsidiary Companies (the Corporation) is responsible for establishing and maintaining adequate internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)). The Corporation's internal control system was designed to provide reasonable assurance to the Corporation's management and Board of Directors regarding the preparation and fair presentation of published financial statements.

All internal control systems, no matter how well designed, have inherent limitations. Therefore, even those systems determined to be effective can provide only reasonable assurance with respect to financial statement preparation and presentation.

The Corporation's management assessed the effectiveness of the Corporation's internal control over financial reporting as of December 31, 2024. In making this assessment, it used the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission (COSO) in *Internal Control - Integrated Framework (2013)*. Based on our assessment, management believes that, as of December 31, 2024, the Corporation's internal control over financial reporting is effective based on those criteria.

The Corporation's independent registered public accounting firm has issued an attestation report on the effectiveness of the Corporation's internal control over financial reporting. This report appears on the next page.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Shareholders and Board of Directors of Union Pacific Corporation

Opinion on Internal Control over Financial Reporting

We have audited the internal control over financial reporting of Union Pacific Corporation and Subsidiary Companies (the "Corporation") as of December 31, 2024, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). In our opinion, the Corporation maintained, in all material respects, effective internal control over financial reporting as of December 31, 2024, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by COSO.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated financial statements as of and for the year ended December 31, 2024, of the Corporation and our report dated February 7, 2025, expressed an unqualified opinion on those financial statements.

Basis for Opinion

The Corporation's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying *Management's Annual Report on Internal Control over Financial Reporting*. Our responsibility is to express an opinion on the Corporation's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Corporation in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ Deloitte & Touche LLP

Omaha, Nebraska
February 7, 2025

Item 9B. Other Information

None.

Item 9C. Disclosure Regarding Foreign Jurisdictions that Prevent Inspections

Not applicable.

PART III

Item 10. Directors, Executive Officers, and Corporate Governance

(a) Directors of Registrant.

Information as to the names, ages, positions, and offices with UPC, terms of office, periods of service, business experience during the past five years, and certain other directorships held by each director or person nominated to become a director of UPC is set forth in the Election of Directors segment of the Proxy Statement and is incorporated herein by reference.

Information concerning our Audit Committee and the independence of its members, along with information about the audit committee financial expert(s) serving on the Audit Committee, is set forth in the Audit Committee segment of the Proxy Statement and is incorporated herein by reference.

(b) Executive Officers of Registrant.

Information concerning the executive officers of UPC and its subsidiaries is presented in Part I of this report under Information About Our Executive Officers and Principal Executive Officers of Our Subsidiaries.

(c) Delinquent Section 16(a) Reports.

Information concerning compliance with Section 16(a) of the Securities Exchange Act of 1934 is set forth in the Delinquent Section 16(a) Reports segment of the Proxy Statement and is incorporated herein by reference.

(d) Code of Ethics for Chief Executive Officer and Senior Financial Officers of Registrant.

The Board of Directors of UPC has adopted the UPC Code of Ethics for the Chief Executive Officer and Senior Financial Officers (the Code). A copy of the Code may be found on the Internet at our website https://investor.unionpacific.com/governance/governance-overview. We intend to disclose any amendments to the Code or any waiver from a provision of the Code on our website.

(e) Insider Trading Arrangements and Policies.

Information concerning UPC's Confidentiality and Insider Trading Policy is set forth in the Insider Trading Arrangements and Policies segment of the Proxy Statement and is incorporated herein by reference. UPC's Confidentiality and Insider Trading Policy is included as an exhibit to this report.

Item 11. Executive Compensation

Information concerning compensation received by our directors and our named executive officers is presented in the Compensation Discussion and Analysis, Summary Compensation Table, Grants of Plan-Based Awards in Fiscal Year 2024, Outstanding Equity Awards at 2024 Fiscal Year-End, Option Exercises and Stock Vested in Fiscal Year 2024, Pension Benefits at 2024 Fiscal Year-End, Nonqualified Deferred Compensation at 2024 Fiscal Year-End, Potential Payments Upon Termination or Change in Control and Director Compensation in Fiscal Year 2024 segments of the Proxy Statement and is incorporated herein by reference. Additional information regarding compensation of directors, including Board committee members, is set forth in the By-Laws of UPC and the Stock Unit Grant and Deferred Compensation Plan for the Board of Directors, both of which are included as exhibits to this report. Information regarding the Compensation and Talent Committee is set forth in the Compensation Committee segment of the Proxy Statement and is incorporated herein by reference.

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters

Information as to the number of shares of our equity securities beneficially owned by each of our directors and nominees for director, our named executive officers, our directors and executive officers as a group, and certain beneficial owners is set forth in the Security Ownership of Certain Beneficial Owners and Management segment of the Proxy Statement and is incorporated herein by reference.

The following table summarizes the equity compensation plans under which UPC common stock may be issued as of December 31, 2024:

	(a)	*(b)*	*(c)*
Plan Category	*Number of securities to be issued upon exercise of outstanding options, warrants and rights*	*Weighted-average exercise price of outstanding options, warrants and rights*	*Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a))*
Equity compensation plans approved by security holders	2,330,352 [1]	$ 195.83 [1]	31,063,392 [2]
Total	2,330,352	$ 195.83	31,063,392

[1] Includes 348,929 retention units that do not have an exercise price. Does not include 885,600 retention shares that have been issued and are outstanding.

[2] Does not include the retention units or retention shares described above in footnote [1].

Item 13. Certain Relationships and Related Transactions, and Director Independence

Information on related transactions is set forth in the Related Party Policy and Procedures segment of the Proxy Statement and is incorporated herein by reference. We do not have any relationship with any outside third-party that would enable such a party to negotiate terms of a material transaction that may not be available to, or available from, other parties on an arm's-length basis.

Information regarding the independence of our directors is set forth in the Director Independence segment of the Proxy Statement and is incorporated herein by reference.

Item 14. Principal Accountant Fees and Services

Information concerning the fees billed by our independent registered public accounting firm and the nature of services comprising the fees for each of the two most recent fiscal years in each of the following categories: (a) audit fees, (b) audit-related fees, (c) tax fees, and (d) all other fees, is set forth in the Independent Registered Public Accounting Firm's Fees and Services segment of the Proxy Statement and is incorporated herein by reference.

Information concerning our Audit Committee's policies and procedures pertaining to pre-approval of audit and non-audit services rendered by our independent registered public accounting firm is set forth in the Pre-approval of Audit and Non-Audit Services Policy segment of the Proxy Statement and is incorporated herein by reference.

PART IV

Item 15. Exhibit and Financial Statement Schedules

(a) Financial Statements, Financial Statement Schedules, and Exhibits:

(1) Financial Statements

The financial statements filed as part of this filing are listed on the index to the Financial Statements and Supplementary Data, Item 8, on page 38.

(2) Financial Statement Schedules

Schedules have been omitted because they are not applicable or not required or the information required to be set forth therein is included in the Financial Statements and Supplementary Data, Item 8, or notes thereto.

(3) Exhibits

Exhibits are listed in the exhibit index beginning on page 73. The exhibits include management contracts, compensatory plans and arrangements required to be filed as exhibits to the Form 10-K by Item 601 (10) (iii) of Regulation S-K.

UNION PACIFIC CORPORATION
Exhibit Index

Exhibit No.	Description
Filed with this Statement	
10(a)†	Form of Performance Stock Unit Agreement dated February 6, 2025.
10(b)†	Form of Non-Qualified Stock Option Agreement for Executives dated February 6, 2025.
19	Union Pacific Corporation Confidentiality and Insider Trading Policy dated October 1, 2024.
21	List of the Corporation's significant subsidiaries and their respective states of incorporation.
23	Independent Registered Public Accounting Firm's Consent.
24	Powers of attorney executed by the directors of UPC.
31(a)	Certifications Pursuant to Rule 13a-14(a), of the Exchange Act, as Adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 - V. James Vena.
31(b)	Certifications Pursuant to Rule 13a-14(a), of the Exchange Act, as Adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 - Jennifer L. Hamann.
32	Certifications Pursuant to 18 U.S.C. Section 1350, as Adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 - V. James Vena and Jennifer L. Hamann.
101	The following financial and related information from Union Pacific Corporation's Annual Report on Form 10-K for the year ended December 31, 2024 (filed with the SEC on February 7, 2025), formatted in Inline Extensible Business Reporting Language (iXBRL) includes (a) Consolidated Statements of Income for the years ended December 31, 2024, 2023, and 2022, (b) Consolidated Statements of Comprehensive Income for the years ended December 31, 2024, 2023, and 2022, (c) Consolidated Statements of Financial Position at December 31, 2024 and 2023, (d) Consolidated Statements of Cash Flows for the years ended December 31, 2024, 2023, and 2022, (e) Consolidated Statements of Changes in Common Shareholders' Equity for the years ended December 31, 2024, 2023, and 2022, and (f) the Notes to the Consolidated Financial Statements.
104	Cover Page Interactive Data File, formatted in Inline XBRL (contained in Exhibit 101).
Incorporated by Reference	
3(a)	Restated Articles of Incorporation of UPC, as amended and restated through June 27, 2011, and as further amended May 15, 2014, are incorporated herein by reference to Exhibit 3(a) to the Corporation's Quarterly Report on Form 10-Q for the quarter ended June 30, 2014.
3(b)	By-Laws of UPC, as amended, effective November 19, 2015, are incorporated herein by reference to Exhibit 3.2 to the Corporation's Current Report on Form 8-K dated November 19, 2015.
4(a)	Description of securities registered under Section 12 of the Exchange Act is incorporated herein by reference to Exhibit 4(a) to the Corporation's Annual Report on Form 10-K for the year ended December 31, 2019.

4(b)	Indenture, dated as of December 20, 1996, between UPC and Wells Fargo Bank, National Association, as successor to Citibank, N.A., as Trustee, is incorporated herein by reference to Exhibit 4.1 to UPC's Registration Statement on Form S-3 (No. 333-18345).
4(c)	Indenture, dated as of April 1, 1999, between UPC and The Bank of New York, as successor to JP Morgan Chase Bank, formerly The Chase Manhattan Bank, as Trustee, is incorporated herein by reference to Exhibit 4.2 to UPC's Registration Statement on Form S-3 (No. 333-75989).
	Certain instruments evidencing long-term indebtedness of UPC are not filed as exhibits because the total amount of securities authorized under any single such instrument does not exceed 10% of the Corporation's total consolidated assets. UPC agrees to furnish the Commission with a copy of any such instrument upon request by the Commission.
10(c)†	Transition and Separation Agreement between the Corporation, the Railroad and Lance M. Fritz dated August 11, 2023, is incorporated by reference to Exhibit 10.1 to the Corporation's Current Report on Form 8-K dated August 11, 2023.
10(d)†	Union Pacific Corporation Key Employee Continuity Plan, as amended December 10, 2021, is incorporated herein by reference to Exhibit 10(c) to the Corporation's Annual Report on Form 10-K for the year ended December 31, 2021.
10(e)†	Supplemental Thrift Plan (409A Grandfathered Component) of Union Pacific Corporation, effective as of January 1, 2009, including all amendments adopted through August 1, 2024, is incorporated herein by reference to Exhibit 10(a) to the Corporation's Quarterly Report on Form 10-Q for the quarter ended September 30, 2024.
10(f)†	Supplemental Thrift Plan (409A Non-Grandfathered Component) of Union Pacific Corporation, effective as of January 1, 2009, including all amendments adopted through August 1, 2024, is incorporated herein by reference to Exhibit 10(b) to the Corporation's Quarterly Report on Form 10-Q for the quarter ended September 30, 2024.
10(g)†	Supplemental Pension Plan for Officers and Managers (409A Grandfathered Component) of Union Pacific Corporation and Affiliates, as amended and restated in its entirety effective January 1, 1989, including all amendments adopted through August 1, 2024, is incorporated herein by reference to Exhibit 10(c) to the Corporation's Quarterly Report on Form 10-Q for the quarter ended September 30, 2024.
10(h)†	Supplemental Pension Plan or Officers and Managers (409A Non-Grandfathered Component) of Union Pacific Corporation and Affiliates, as amended and restated in its entirety effective January 1, 1989, including all amendments adopted through August 1, 2024, is incorporated by reference to Exhibit 10(d) to the Corporation's Quarterly Report on Form 10-Q for the quarter ended September 30, 2024.
10(i)†	Deferred Compensation Plan (409A Grandfathered Component) of Union Pacific Corporation, originally effective as of January 1, 2009, as amended and restated including amendments adopted through August 1, 2024, is incorporated herein by reference to Exhibit 10(e) to the Corporation's Quarterly Report on Form 10-Q for the quarter ended September 30, 2024.
10(j)†	Deferred Compensation Plan (409A Non-Grandfathered Component) of Union Pacific Corporation, originally effective as of January 1, 2009, as amended and restated including amendments adopted through August 1, 2024, is incorporated herein by reference to Exhibit 10(f) to the Corporation's Quarterly Report on Form 10-Q for the quarter ended September 30, 2024.
10(k)†	Union Pacific Corporation 2000 Directors Plan, effective as of April 21, 2000, as amended November 16, 2006, January 30, 2007 and January 1, 2009 is incorporated herein by reference to Exhibit 10(j) to the Corporation's Annual Report on Form 10-K for the year ended December 31, 2008.
10(l)†	Union Pacific Corporation Stock Unit Grant and Deferred Compensation Plan for the Board of Directors (409A Non-Grandfathered Component), effective as of January 1, 2009 is incorporated herein by reference to Exhibit 10(k) to the Corporation's Annual Report on Form 10-K for the year ended December 31, 2008.

10(m)†	Union Pacific Corporation Stock Unit Grant and Deferred Compensation Plan for the Board of Directors (409A Grandfathered Component), as amended and restated in its entirety, effective as of January 1, 2009 is incorporated herein by reference to Exhibit 10(l) to the Corporation's Annual Report on Form 10-K for the year ended December 31, 2008.
10(n)†	Union Pacific Corporation 2013 Stock Incentive Plan, effective May 16, 2013, as amended effective as of January 1, 2020 is incorporated herein by reference to Exhibit 10(d) to the Corporation's Annual Report on Form 10-K for the year ended December 31, 2019.
10(o)†	Union Pacific Corporation Executive Incentive Plan, effective May 5, 2005, amended and restated effective January 1, 2020 is incorporated herein by reference to Exhibit 10(e) to the Corporation's Annual Report on Form 10-K for the year ended December 31, 2019.
10(p)†	Union Pacific Corporation 2021 Stock Incentive Plan, effective as of May 13, 2021 is incorporated by reference to Exhibit 99.1 to the Corporation's Form S-8 dated May 25, 2021.
10(q)	Amended and Restated Registration Rights Agreement, dated as of July 12, 1996, among UPC, UP Holding Company, Inc., Union Pacific Merger Co. and Southern Pacific Rail Corporation (SP) is incorporated herein by reference to Annex J to the Joint Proxy Statement/Prospectus included in Post-Effective Amendment No. 2 to UPC's Registration Statement on Form S-4 (No. 33-64707).
10(r)	Agreement, dated September 25, 1995, among UPC, UPRR, Missouri Pacific Railroad Company (MPRR), SP, Southern Pacific Transportation Company (SPT), The Denver & Rio Grande Western Railroad Company (D&RGW), St. Louis Southwestern Railway Company (SLSRC) and SPCSL Corp. (SPCSL), on the one hand, and Burlington Northern Railroad Company (BN) and The Atchison, Topeka and Santa Fe Railway Company (Santa Fe), on the other hand, is incorporated by reference to Exhibit 10.11 to UPC's Registration Statement on Form S-4 (No. 33-64707).
10(s)	Supplemental Agreement, dated November 18, 1995, between UPC, UPRR, MPRR, SP, SPT, D&RGW, SLSRC and SPCSL, on the one hand, and BN and Santa Fe, on the other hand, is incorporated herein by reference to Exhibit 10.12 to UPC's Registration Statement on Form S-4 (No. 33-64707).
10(t)†	Form of Non-Qualified Stock Option Agreement for Executives is incorporated herein by reference to Exhibit 10(c) to the Corporation's Annual Report on Form 10-K for the year ended December 31, 2013.
10(u)†	Form of 2022 Long Term Plan Performance Stock Unit Agreement is incorporated herein by reference to Exhibit 10(a) to the Corporation's Annual Report on Form 10-K for the year ended December 31, 2021.
10(v)†	Form of 2023 Long Term Plan Performance Stock Unit Agreement is incorporated herein by reference to Exhibit 10(a) to the Corporation's Annual Report on Form 10-K for the year ended December 31, 2022.
10(w)†	Form of 2024 Long Term Plan Performance Stock Unit Agreement is incorporated herein by reference to Exhibit 10(a) to the Corporation's Annual Report on Form 10-K for the year ended December 31, 2023.
10(x)†	Executive Incentive Plan (2005) - Deferred Compensation Program, dated December 21, 2005 is incorporated herein by reference to Exhibit 10(g) to the Corporation's Annual Report on Form 10-K for the year ended December 31, 2005.
97	Union Pacific Corporation Policy for Recoupment of Certain Compensation, amended and restated effective October 2, 2023, is incorporated by reference to Exhibit 10(a) to the Corporation Quarterly Report on Form 10-Q for the quarter ended September 30, 2023.

† Indicates a management contract or compensatory plan or arrangement.

Item 16. Form 10-K Summary

None.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized, on this 7th day of February, 2025.

UNION PACIFIC CORPORATION

By /s/ V. James Vena
V. James Vena,
Chief Executive Officer
Union Pacific Corporation

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below, on this 7th day of February, 2025, by the following persons on behalf of the registrant and in the capacities indicated.

PRINCIPAL EXECUTIVE OFFICER
AND DIRECTOR:

By /s/ V. James Vena
V. James Vena,
Chief Executive Officer
Union Pacific Corporation

PRINCIPAL FINANCIAL OFFICER:

By /s/ Jennifer L. Hamann
Jennifer L. Hamann
Executive Vice President and
Chief Financial Officer

PRINCIPAL ACCOUNTING OFFICER:

By /s/ Todd M. Rynaski
Todd M. Rynaski,
Senior Vice President and
Chief Accounting, Risk, and
Compliance Officer

DIRECTORS:

William J. DeLaney*
David B. Dillon*
Sheri H. Edison*
Teresa M. Finley*
Deborah C. Hopkins*
Jane H. Lute*
Michael R. McCarthy*
Doyle R. Simons*
John K. Tien, Jr.*
John P. Wiehoff*
Christopher J. Williams*

* By /s/ Craig V. Richardson
Craig V. Richardson, Attorney-in-fact

Exhibit 10(a)

UNION PACIFIC CORPORATION
GRANT NOTICE FOR 2021 STOCK INCENTIVE PLAN
PERFORMANCE STOCK UNITS

FOR GOOD AND VALUABLE CONSIDERATION, Union Pacific Corporation (the "Company"), hereby grants to Participant named below (for purposes hereof, references herein to "you" or "your" shall refer to such Participant) the number of Stock Units specified below (the "Award"), upon the terms and subject to the conditions set forth in this Grant Notice, the Union Pacific Corporation 2021 Stock Incentive Plan (the "Plan"), the Standard Terms and Conditions (the "Standard Terms and Conditions") adopted under such Plan and described in this Grant Notice, and the Union Pacific Corporation Long Term Plan (the "Long Term Plan") approved and adopted by the Compensation and Benefits Committee of the Company's Board of Directors (the "Committee"), and the Policy for Recoupment of Certain Compensation, each as amended from time to time. In addition, if you become eligible for and entitled to severance benefits under a broad based severance pay policy of the Company that include waiver of the continuous employment requirement applicable to the Stock Units (the "Severance Policy"), the Award also shall be subject to the terms of such Severance Policy.

Each Stock Unit subject to this Award represents the right to receive one share of the Company's common stock, par value $2.50 (the "Common Stock"), subject to the conditions set forth in this Grant Notice, the Plan, the Standard Terms and Conditions, and the Long Term Plan. This Award is granted pursuant to the Plan and the Long Term Plan and is subject to and qualified in its entirety by the Standard Terms and Conditions.

Name of Participant:	
Grant Date:	February 7, 2025
Grant Number:	
Target Number of Stock Units subject to the Award: **The maximum number of stock units subject to the award is two times the amount shown.** The participant is eligible to receive up to the maximum number of stock units in accordance with the program design in the Long Term Plan Summary. The actual number of shares paid, if any, depends on the achievement level of the applicable performance criteria.	
Restriction Period:	3 years
Restriction Period Commencement Date:	February 7, 2025
Restriction Period Termination Date:	February 7, 2028

By electronically accepting this Award, you acknowledge that you have received and read, and agree that this Award shall be subject to, the terms of this Grant Notice, the Plan, the Standard Terms and Conditions, and the Long Term Plan (including, but not limited to, the Committee's discretionary authority under the Long Term Plan to determine the number of Stock Units payable with respect to the Award) and, if applicable, the Severance Policy (including, but not limited to, the Severance Policy's requirement, if any, that you execute a general release of employment-related claims) and the Policy for Recoupment of Certain Compensation. You also hereby consent to the delivery of information (including, without limitation, information required to be delivered to you pursuant to applicable securities laws) regarding the Company and the Subsidiaries, the Plan, and the Stock Units via Company website or other electronic delivery.

YOU HAVE ONE HUNDRED AND EIGHTY (180) DAYS FROM THE GRANT DATE SET FORTH IN THIS GRANT NOTICE TO ELECTRONICALLY ACCEPT THIS AWARD AND THE STANDARD TERMS AND CONDITIONS. IF YOU DO NOT ACCEPT THIS AWARD AND THE STANDARD TERMS AND CONDITIONS IN THE APPLICABLE 180 DAY PERIOD, YOU WILL ***FORFEIT*** THE PERFORMANCE STOCK UNITS THAT ARE THE SUBJECT OF THIS AWARD.

UNION PACIFIC CORPORATION
STANDARD TERMS AND CONDITIONS FOR
PERFORMANCE STOCK UNITS

These Standard Terms and Conditions apply to the Award of performance stock units granted pursuant to the Union Pacific Corporation 2021 Stock Incentive Plan, as amended (the "Plan"), which are evidenced by a Grant Notice that specifically refers to these Standard Terms and Conditions. In addition to these Standard Terms and Conditions, the performance stock units shall be subject to the terms of the Plan and the Long-Term Plan and, if applicable, the Severance Policy and the Policy for Recoupment of Certain Compensation, each as amended from time to time, which are incorporated into these Standard Terms and Conditions by reference. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Plan. For purposes of these Standard Terms and Conditions and the Grant Notice, any reference to the Company (as defined below) shall include a reference to any Subsidiary for which you are or have been employed. Additionally, references in these Standard Terms and Conditions to "you" or "your" shall refer to the Participant named in the Grant Notice provided to the Participant herewith (the "Grant Notice"), and such Participant's heirs and beneficiaries.

By electronically accepting the Award and these Standard Terms and Conditions, you acknowledge and agree to be bound by the following, which will survive your termination from employment and the vesting or forfeiture of the Award:

PERFORMANCE STOCK UNITS

1. TERMS OF PERFORMANCE STOCK UNITS

Union Pacific Corporation, a Utah corporation (the "Company"), has granted to you an award of a target number of performance stock units that may be earned at between 0% and 200% of the specified target level (the "Award" or the "Stock Units") specified in the Grant Notice. Each Stock Unit represents the right to receive (i) one share of the Company's common stock, $2.50 par value per share (the "Common Stock") and (ii) a payment in cash equal to the amount of dividends that would have been payable on one share of Common Stock had you owned such Common Stock from the Grant Date specified in the Grant Notice through the payment date for such Stock Units ("Dividend Equivalent Payments"), in each case to the extent that the applicable Performance Criteria described below have been satisfied. The Award is subject to the terms and conditions set forth in the Grant Notice, these Standard Terms and Conditions, the Plan, the Long Term Plan and, if applicable, the Severance Policy and the Policy for Recoupment of Certain Compensation, each as amended.

2. VESTING OF PERFORMANCE STOCK UNITS

The Award shall not be vested as of the Grant Date set forth in the Grant Notice and shall be forfeitable until the end of the Restriction Period as set forth in the Grant Notice (the "Restriction Period Termination Date"), unless otherwise provided under these Standard Terms and Conditions and, for the avoidance of doubt, specifically subject to Section 3 hereof. After the end of the Restriction Period, subject to your continued employment with the Company through the Restriction Period Termination Date and to termination or acceleration as provided in these Standard Terms and Conditions, the Plan, the Long Term Plan and, if applicable, the Severance Policy, and to the extent certified by the Committee as described below, the Award (including related Dividend Equivalent Payments) shall become vested as of the Restriction Period Termination Date with respect to that number of Stock Units determined by the Committee to be paid pursuant to the Award. Unless the Committee shall determine otherwise, any period of time in which you are on a leave of absence during the Restriction Period in accordance with a leave of absence policy adopted by the Company shall count toward satisfaction of the Restriction Period.

3. PERFORMANCE CRITERIA

The "Performance Criteria" are average annual Return on Invested Capital ("ROIC") and relative Operating Income Growth ("OIG"). The definition and calculation of annual ROIC and relative OIG shall be determined in accordance with the Long-Term Plan.

You may earn Stock Units at the conclusion of the Restriction Period (or such earlier time as may be provided in Section 6) based on the Company's satisfaction of the Performance Criteria in accordance with the ROIC targets and payout schedule and the relative OIG targets and payout schedule approved by the Committee, as determined and certified by the Committee (or the Committee's delegate) in its sole discretion (the "Certification Date"). To the extent certified by the Committee, you may earn up to two times the Stock Unit Target Award as shown on the Grant Notice based on the average of all three fiscal years (2025, 2026 and 2027) of ROIC performance achieved and the Company's relative OIG percentile ranking (which is based on the Company's OIG performance over the three fiscal year period as compared to the OIG performance over that period of the constituent companies of the S&P 100 Industrials Index and Class I Railroads as set forth in the Long Term Plan), as determined and certified by the Committee (or the Committee's delegate) in its sole discretion. Notwithstanding the foregoing, the Committee retains the discretion under the Long-Term Plan to determine the number of Stock Units payable with respect to your Award.

4. DIVIDEND EQUIVALENT PAYMENTS

You are not entitled to receive cash dividends on the Stock Units, but will receive Dividend Equivalent Payments in an amount equal to the value of the cash dividends that would have been paid (based on the record date for such dividends) on the number of shares of Common Stock equal to the number of Stock Units which are earned (as determined by the Committee) based on the achievement of the applicable Performance Criteria as if such shares had been outstanding between the Grant Date and the payment date of such shares of Common Stock. Dividend Equivalent Payments shall not be adjusted for interest, earnings or assumed reinvestment. Except as provided in the immediately following paragraph, Dividend Equivalent Payments shall be paid to you at the time the earned shares of Common Stock to which those Dividend Equivalent Payments relate are delivered (or would be delivered in the absence of a deferral election made by you as described in Section 6(vii)) under Section 6(i) – (vi), as applicable. Distribution of Dividend Equivalent Payments shall be subject to the Company's collection of all tax withholding obligations applicable to such distribution. No Dividend Equivalent Payment shall be paid or distributed on Stock Units (or shares underlying the Stock Units) that are forfeited or that otherwise do not vest and are not issued or issuable under the Award.

If you have elected to defer receipt of earned Stock Units in accordance with the terms of the Deferred Compensation Plan of Union Pacific Corporation (the "Deferred Compensation Plan"), Dividend Equivalent Payments with respect to such earned and deferred Stock Units which relate to dividends paid on and after the date of the deferral of such Stock Units (i.e., the date that the Stock Units would have been payable to you under the Plan had such Stock Units not been deferred under the Company's Deferred Compensation Plan) shall be credited as part of the Award Account (as defined in the Deferred Compensation Plan) under the Company's Deferred Compensation Plan, and shall be deferred for payment at the same time as the Award Account is paid under the terms of the Company's Deferred Compensation Plan.

Notwithstanding the foregoing, the Company may delay payment of a Dividend Equivalent Payment as described in Section 6(viii) hereof.

5. RESTRICTIONS

Unless provided otherwise by the Committee, the following restrictions apply to the Stock Units:

(i) You shall be entitled to delivery of the shares of Common Stock underlying the Stock Units only as specified in Section 6 hereof;

(ii) All of the Stock Units shall be forfeited and all of your rights to such Stock Units and the right to receive Common Stock (and related Dividend Equivalent Payments) shall terminate without further obligation on the part of the Company in the event of your Separation from Service with the Company without having a right to delivery of shares of Common Stock under Section 6 hereof; and

(iii) Any Stock Units not earned as of the Restriction Period Termination Date shall be forfeited and all of your rights to such Stock Units, including any Dividend Equivalent Payments, shall terminate without further obligation on the part of the Company.

6. ACCELERATION/LAPSE OF RESTRICTION PERIOD

Unless determined otherwise by the Committee and subject to Sections 6(vii) and 6(viii) hereof, the Stock Units shall be treated as follows:

(i) Following the end of the Restriction Period and provided you have remained continuously employed by the Company through the Restriction Period Termination Date and absent any Change of Control before the Restriction Period Termination Date in which the acquiring or surviving company in the transaction does not assume or continue the outstanding Stock Units, shares of Common Stock equal to the number of Stock Units which are earned (as determined by the Committee) based on the achievement of the applicable Performance Criteria shall be delivered to you (through your account at the Company's third party stock plan administrator, if applicable) free of all restrictions except subject to the covenants contained in these Standard Terms and Conditions. The payment of the Stock Units under this Section 6(i) shall be made to you within thirty (30) days of the Restriction Period Termination Date, but in no event later than the last day of the calendar year that includes the Restriction Period Termination Date.

(ii) If you: (A) have a Separation from Service with the Company due to (1) death, or (2) Retirement (as such term is defined below in this Section 6(ii)); or (B) are determined to be disabled under the provisions of an applicable long-term disability plan of the Company ("Disability") (each a "Lapse Event"), prior to the Restriction Period Termination Date and prior to a Change in Control in which the acquiring or surviving company in the transaction does not assume or continue the outstanding Stock Units, you, your estate or your beneficiary, as applicable (each a "Payee"), shall be entitled to receive shares of Common Stock equal to the number of Stock Units which are earned (as determined by the Committee) based on the average of all three fiscal years (2025, 2026 and 2027) of the applicable ROIC and relative OIG performance achieved. The payment of the Stock Units earned under this Section 6(ii) shall be made within thirty (30) days of the Restriction Period Termination Date, but in no event later than the last day of the calendar year that includes the Restriction Period Termination Date. The Stock Units paid in accordance with this Section 6(ii) remain subject to the covenants contained in these Standard Terms and Conditions. If you have a Lapse Event and subsequently return to employment with the Company before the end of the Restriction Period, you will not be eligible to earn additional Stock Units beyond those described in this Section 6(ii). "Retirement" shall mean your Separation from Service occurring on or after both December 31, 2025 and your attainment of one of the following: (i) age 55 with at least 10 years of vesting service; (ii) age 60 with at least 5 years of vesting service; or (iii) age 65. For this purpose, vesting service shall be calculated by applying the rules for determining "Vesting Service" under the Pension Plan for Salaried Employees of Union Pacific Corporation and Affiliates ("UPC Pension Plan"), regardless of whether you were ever a participant in the UPC Pension Plan.

(iii) If there is a Change in Control in which the acquiring or surviving company in the transaction does not assume or continue the outstanding Stock Units and such Change in Control occurs prior to both your Separation from Service for any reason and the Restriction Period Termination Date, shares of Common Stock equal to the number of Stock Units which are earned (as determined by the Committee) based on achievement of the applicable Performance Criteria through the end of each fiscal year ending prior to the occurrence of such Change in Control and through the end of the most recent fiscal quarter ending prior to the date of the Change in Control shall be delivered to you (through

your account at the Company's third party administrator, if applicable) free of all restrictions except subject to the covenants contained in these Standard Terms and Conditions. No additional Stock Units granted as part of the Award may be earned following the Change in Control. Shares of Common Stock to which you are entitled pursuant to this Section 6(iii) shall be delivered as soon as administratively practicable following the date on which the Change in Control occurs, but in no event later than two and one-half (2½) months following the end of the calendar year that includes the date on which the Change in Control occurs.

(iv) Except as provided in Section 6(v) hereof, if you have a Separation from Service with the Company prior to both you having satisfied the age and service criteria for Retirement and the Restriction Period Termination Date and, as a result of such Separation from Service, you are eligible for and entitled to payment of severance benefits under the provisions of a Severance Policy that include waiver of the continuous employment requirement applicable to the Stock Units, shares of Common Stock equal to the number or portion of the Stock Units determined under such Severance Policy, which are earned (as determined by the Committee) based on achievement of the Performance Criteria through the end of the fiscal year 2025, 2026 or 2027 (or portion thereof), as established under the Severance Policy, and for which the continuous employment requirement has been waived under the Severance Policy shall be delivered to you (through your account at the Company's third party stock plan administrator, if applicable) free of all restrictions except subject to the covenants contained in these Standard Terms and Conditions. The payment of the Stock Units under this Section 6(iv) shall be made at the time designated under the Severance Policy, but in no event later than two and one-half (2½) months following the end of the calendar year that includes the date on which the Separation from Service occurs.

(v) If you have not satisfied the age and service criteria for Retirement and have a Separation from Service prior to the Restriction Period Termination Date because your employment is involuntarily terminated by the Company (other than a termination as a result of your Disability, cause or gross misconduct as determined by the Committee), within twenty-four (24) months following a Change in Control, shares of Common Stock equal to the number of Stock Units which are earned (as determined by the Committee) based on achievement of the applicable Performance Criteria through the end of each fiscal year ending prior to the occurrence of such Change in Control and through the end of the most recent fiscal quarter ending prior to the date of the Change in Control shall be delivered to you (through your account at the Company's third party administrator, if applicable) free of all restrictions except subject to the covenants contained in these Standard Terms and Conditions. The payment of the Stock Units under this Section 6(v) shall be made as soon as administratively practicable following your Separation from Service, but in no event later than two and one-half (2½) months following the end of the calendar year that includes the date on which the Separation from Service occurs.

(vi) Except as otherwise provided in this Section 6, all of the Stock Units shall be forfeited and all of your rights to such Stock Units shall terminate without further obligation on the part of the Company unless you remain in the continuous employment of the Company (such continuous employment shall, for this purpose, include a period of time during which you are absent from active employment in accordance with a leave of absence policy adopted by the Company) until the earlier of the Restriction Period Termination Date or a Change in Control in which the acquiring or surviving company in the transaction does not assume or continue the outstanding Stock Units. Notwithstanding the foregoing, the Committee may, if it finds that the circumstances in the particular case so warrant and subject to your satisfaction of any conditions the Company may require, allow you, even if you cease to be so continuously employed and have a Separation from Service prior to the earlier of the Restriction Period Termination Date or such Change in Control, to vest in some or all of the Stock Units which are earned (as determined by the Committee) based on achievement of the applicable Performance Criteria through the end of the fiscal year ending prior to the year in which such Separation from Service occurs. In such event, the payment of the Stock Units under this Section 6(vi) shall be made as soon as administratively practicable following the date on which the Committee authorizes such payment, but in no event later than two and one-half (2½) months following the end of the calendar year that includes the date on which your Separation from Service occurs. The Stock Units paid in accordance with this Section 6(vi) remain subject to the covenants contained in these Standard Terms and Conditions.

(vii) Notwithstanding the foregoing, you may elect to defer receipt of payment of shares underlying the Stock Units to the extent and according to the terms, if any, provided by the Deferred Compensation Plan. If you so elect to defer payment of shares underlying the Stock Units, such payments will be made in accordance with the Deferred Compensation Plan and with any payments of Dividend Equivalent Payments made in accordance with the provisions of Section 4.

(viii) Notwithstanding the foregoing, the Company shall not be obligated to deliver any shares of Common Stock during any period when the Company determines that the delivery of shares hereunder would violate any federal, state or other applicable laws and/or may issue shares subject to any restrictive legend that, as determined by the Company's counsel, is necessary to comply with securities or other regulatory requirements. Furthermore, the date on which shares are delivered to you (and any Dividend Equivalent Payment thereon) may include a delay to provide the Company such time as it determines appropriate to calculate and certify the extent to which the Performance Criteria were satisfied and to calculate and address tax withholding and/or other administrative matters; provided, however, that delivery of shares of Common Stock underlying the Stock Units (including any Dividend Equivalent Payments) for Stock Units that are determined to be exempt from the requirements of Internal Revenue Code § 409A shall in all events be made at a time that satisfies the "short-term deferral" exception described in Treas. Reg. section 1.409A-1(b)(4) and for Stock Units subject to Internal Revenue Code section 409A shall in all events be made at a time that satisfies Treas. Reg. 1.409A-2(b)(7).

7. PROTECTION OF CONFIDENTIAL INFORMATION AND TRADE SECRETS

A. CONFIDENTIAL INFORMATION AND TRADE SECRETS

You acknowledge that the Company regards certain information relating to its business and operations as confidential. This includes all confidential and proprietary information concerning the assets, business or affairs of the Company or any customers thereof ("Confidential Information"). You further acknowledge that the Company has certain information that derives economic value from not being known to the general public or to others who could obtain economic value from its disclosure or use, as to which the Company takes reasonable efforts to protect its secrecy of ("Trade Secrets").

B. TYPES OF CONFIDENTIAL INFORMATION OR TRADE SECRETS

You acknowledge that you did have, currently have, and/or in the future will have developed, obtained, and/or been given access to the Company's Confidential Information or Trade Secrets. By way of example only, the Company's Confidential Information or Trade Secrets may include, but are not limited to: information about rates or costs; customer or supplier agreements and negotiations; business opportunities; scheduling and delivery methods; business and marketing plans; financial information or plans; communications within the attorney-client privilege or other privileges; operating procedures and methods; construction methods and plans; proprietary computer systems design, programming or software; strategic plans; succession plans; proprietary company training programs; employee performance, compensation or benefits; negotiations or strategies relating to collective bargaining agreements and/or labor disputes; and policies and internal or external claims or complaints regarding personal injuries, employment laws or policies, environmental protection, or hazardous materials. You agree that any unauthorized disclosures by you to any third party of such Confidential Information or Trade Secrets would be a material violation of this Agreement, would constitute gross misconduct, and would cause irreparable harm to the Company.

Notwithstanding the foregoing, in accordance with the Defend Trade Secrets Act of 2016, you will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a Trade Secret that is made (i) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

C. AGREEMENT TO MAINTAIN CONFIDENTIAL INFORMATION

You agree to not, unless you received prior written consent from the senior human resources officer or such other person designated in writing by the Company (hereinafter collectively referred to as the "Sr. HR Officer"), or unless ordered by a court or government agency, (i) divulge, use, furnish or disclose to any subsequent employer or, except to the extent necessary to perform your job responsibilities with the Company, any other person, whether or not a competitor of the Company, any Confidential Information or Trade Secrets, or (ii) retain or take with you when you leave the Company any property of the Company or any documents (including any electronic or computer records) relating to any Confidential Information or Trade Secrets.

D. PRIOR NOTICE OF EMPLOYMENT

You acknowledge that if you become an employee, contractor, or consultant for any other person or entity engaged in the Business of the Company, as defined in Section (G), it would create a substantial risk that you would, intentionally or unintentionally, disclose or rely upon the Company’s Confidential Information or Trade Secrets for the benefit of the other person or entity to the detriment of the Company. You further acknowledge that such disclosures would be particularly damaging if made shortly after you leave the Company. You agree that while you are employed by or working for the Company and for a period of two (2) years after you leave the Company, before accepting any employment or affiliation with another person or entity, you will give written notice to the Sr. HR Officer of your intention to accept such employment or affiliation. You also agree to confer in good faith with the Sr. HR Officer concerning whether your proposed employment or affiliation could reasonably be expected to be performed without improper disclosure of Confidential Information or Trade Secrets.

E. NON-SOLICITATION OF CUSTOMERS

In consideration for your employment with the Company, the financial and other benefits you received from that employment, the Award, and/or access to Confidential Information and/or Trade Secrets, as defined in this Agreement, you agree that during employment with the Company, and for a period of two (2) years following your departure from the Company, you will not (directly or indirectly, in association with others or otherwise) call on or solicit any of the Company’s customers with whom you had personal contact or about whom you received Confidential Information during the period from the Grant Date of this Award until the Restriction Period Termination Date (or, if earlier, the date your employment with the Company ceased), for the purpose of providing the customers with goods and/or services similar in nature to those provided by the Company in its Business as defined below in Section (G).

F. NON-SOLICITATION OF EMPLOYEES

In consideration for your employment with the Company, the financial and other benefits you received from that employment, the Award, and/or access to Confidential Information and/or Trade Secrets, as defined in this Agreement, you agree that during employment with the Company, and for a period of two (2) years following your departure from the Company, you will not (directly or indirectly, in association with others or otherwise), participate in hiring or attempting to hire away a Company employee or contractor, or induce or encourage any employees or contractors of the Company to terminate their relationship with the Company, without prior written consent of the Sr. HR Officer.

G. NON-COMPETITION

In consideration for your employment with the Company, the financial and other benefits you received from that employment, the Award, and/or access to Confidential Information and/or Trade Secrets, as defined in this Agreement, you agree that during employment with the Company, and for a period of two (2) years following your departure from the Company, you will not (directly or indirectly, in association with others or otherwise) engage in any activity for a competitive Business (as defined below) in which (i) the use, disclosure, or misappropriation of the Confidential Information and/or Trade Secrets you had access to or obtained during your employment with the Company may provide the competitive Business with a competitive advantage against the Company, and/or otherwise cause harm to the Company; or (ii) you would be in a position to solicit or otherwise contact, on behalf of the competitive Business, any current or prospective Company customers and clients with whom you had personal contact or about whom you learned Confidential Information and/or Trade Secrets. The foregoing includes, without limitation, engagement as an officer, director, proprietor, employee, partner, manager, member, investor (other than as a holder of less than 2% of the outstanding capital stock of a publicly traded corporation), guarantor, consultant, advisor, agent, sales representative or other participant within any State in which the Company does business. For the avoidance of doubt, the term "State" as used in this agreement shall be interpreted to include any legal territory of the United States where the Company does business, including, by way of example, the District of Columbia, except as set forth in Section H.

Further, for purposes of these Standard Terms and Conditions, the term "Business" means the transportation of goods in interstate commerce and related services in or through or for any State in which the Company or any of its affiliates provides such services directly or indirectly and any other activity that supports such operations including by the way of example but not limitation, marketing, information systems, logistics, technology development or implementation, terminal services and any other activity of the Company or any of its affiliates related to providing such services. This Section (G) is not intended to prevent you from engaging in any activity that is not substantially the same as or competitive with the Company's Business.

H. SPECIFIC STATE LAW LIMITATIONS

This Section 7 is subject to the following limitations or agreements for employees based in the specific States listed below. The Company agrees to these limitations solely for the purpose of compliance with each State's laws. If your employment with the Company is not based in the following States, you agree that the paragraphs above apply to you in full.

(i) For employees based in California:

(a) Section (E) does not apply to you, except that you agree that you will be prohibited from solicitation of the Company's clients using the Company's trade secrets, and/or providing services for anyone other than the Company using the Company's trade secrets.

(b) Sections (F) and (G) do not apply to you.

(ii) For employees based in Colorado, Section (G) does not apply to you unless your annualized cash compensation from the Company exceeds the threshold set by the Colorado Department of Labor and Employment, Division of Labor Standards and Statistics. This threshold was $123,750 for 2024. This threshold is scheduled to be $127,091 for 2025. If your annualized cash compensation does exceed these thresholds, Section (G) still only restricts you from engaging in any activity for a competitive Business (as defined above) in which the use, disclosure, or misappropriation of Trade Secrets you had access to or obtained during your employment with the Company may provide the competitive Business with a competitive advantage against the Company, and/or otherwise cause harm to the Company. Section (E) does not apply to you unless your annualized cash compensation from the Company exceeds the threshold set by the Colorado Department of Labor and Employment, Division of Labor Standards and Statistics. As of 2024, this threshold was $74,250. For 2025, this threshold is scheduled to be $76,254.

(iii) For employees based in the District of Columbia, Sections (E) and (G) do not apply to you unless you are reasonably expected to earn in a consecutive 12-month period or have earned in the preceding 12-month period, compensation greater than or equal to the threshold set by the District of Columbia Non-Compete Agreements Amendment Act of 2020, as amended. As of 2024, this threshold was $154,200, and the District of Columbia may announce a higher threshold for 2025. For purposes of this agreement, an employee based in the District of Columbia who meets this compensation threshold shall be deemed a "Highly Compensated Employee." Further, Section (G), if it applies to you, is limited in time to 12 months from the date of your termination of employment.

(iv) For employees based in Illinois, Section (G) does not apply to you (a) unless you earn more than $75,000 per year (or any higher amount set by the Illinois Freedom to Work Act for future years), or (b) if the Company terminates, furloughs, or lays you off as the result of business circumstances or governmental orders related to the COVID-19 pandemic or under circumstances that are similar to the COVID-19 pandemic, unless enforcement of the covenant not to compete includes compensation equivalent to your base salary at the time of termination for the period of enforcement minus compensation earned through subsequent employment during the period of enforcement. Sections (E) and (F) do not apply to you (a) unless you earn more than $45,000 per year (or any higher amount set by the Illinois Freedom to Work Act for future years), or (b) if the Company terminates, furloughs, or lays you off as the result of business circumstances or governmental orders related to the COVID-19 pandemic or under circumstances that are similar to the COVID-19 pandemic, unless enforcement of the covenant not to compete includes compensation equivalent to the your base salary at the time of termination for the period of enforcement minus compensation earned through subsequent employment during the period of enforcement.

(v) For employees based in Louisiana, you agree that the Company operates throughout the State of Louisiana, and that Section 7 therefore applies in every parish and municipality in the State, which include Acadia Parish, Allen Parish, Ascension Parish, Assumption Parish, Avoyelles Parish, Beauregard Parish, Bienville Parish, Bossier Parish, Caddo Parish, Calcasieu Parish, Caldwell Parish, Cameron Parish, Catahoula Parish, Claiborne Parish, Concordia Parish, De Soto Parish, East Baton Rouge Parish, East Carroll Parish, East Feliciana Parish, Evangeline Parish, Franklin Parish, Grant Parish, Iberia Parish, Iberville Parish, Jackson Parish, Jefferson Davis Parish, Jefferson Parish, La Salle Parish, Lafayette Parish, Lafourche Parish, Lincoln Parish, Livingston Parish, Madison Parish, Morehouse Parish, Natchitoches Parish, Orleans Parish, Ouachita Parish, Plaquemines Parish, Pointe Coupee Parish, Rapides Parish, Red River Parish, Richland Parish, Sabine Parish, St. Bernard Parish, St. Charles Parish, St. Helena Parish, St. James Parish, St. John the Baptist Parish, St. Landry Parish, St. Martin Parish, St. Mary Parish, St. Tammany Parish, Tangipahoa Parish, Tensas Parish, Terrebonne Parish, Union Parish, Vermilion Parish, Vernon Parish, Washington Parish, Webster Parish, West Baton Rouge Parish, West Carroll Parish, West Feliciana Parish, and Winn Parish.

(vi) For employees based in Maine, Section G will not apply to you unless your annual compensation exceeds a threshold of 400% percent of the federal poverty level. For 2024, this threshold was $60,240. For 2025, this threshold may be different.

(vii) For employees based in Minnesota, Section (G) does not apply to you.

(viii) For employees based in Nevada, Section (G) does not apply to you if you are paid solely on an hourly wage basis, exclusive of any tips or gratuities. Further, if the termination of your employment is the result of a reduction of force, reorganization, or similar restructuring, Section (G) will only be enforceable during the period in which the Company is paying your salary, benefits, or equivalent compensation, including severance pay.

(ix) For employees based in New York, Section (E) does not apply to any customer that became a customer of the Company only as a result of your independent contact and business development efforts with the customer before and independent from your employment with the Company.

(x) For employees based in North Dakota, Sections (E) and (G) do not apply to you.

(xi) For employees based in Oklahoma:

(a) Section (E) only restricts you from directly (not indirectly) engaging in calling upon or soliciting the Company's customers with whom you had personal contact or about whom you received Confidential or Trade Secret information, for the purpose of providing the customers with goods and/or services similar in nature to those provided by the Company in its Business as defined in Section (G), within any State in which the Company does business.

(b) Sections (F) and (G) do not apply to you.

(xii) For employees based in Oregon, Section (G) does not apply to you unless your annual compensation exceeds the statutory threshold (adjusted annually for inflation pursuant to the Consumer Price Index for All Urban Consumers, West Region (All Items) published by the Bureau of Labor Statistics of the United States Department of Labor). For 2024, this threshold was $113,241. For 2025, this threshold may be higher. Section (G) also does not apply to you unless you (i) perform predominantly intellectual, managerial, or creative tasks; (ii) exercise discretion and independent judgment; and (iii) are paid on a salary basis. Section (G) also does not apply to you unless (1) you personally received notice that you would be subject to a non-compete at least two weeks before you began employment, or (2) you became eligible to enter into these Standard Terms and Conditions by virtue of a promotion or other bona fide advancement. Further, Section (G), if it applies to you, is limited in time to 12 months from the date of your termination of employment.

(xiii) For employees based in Virginia, Section (G) does not apply to you if your average weekly earnings, calculated as provided under Code of Virginia section 40.1-28.7:7 (the "Virginia Act"), are less than the average weekly wage of the Commonwealth as determined pursuant to subsection B of section 65.2-500, or you otherwise qualify as a "low-wage employee" under the Virginia Act. For 2024, this threshold was $73,320. For 2025, this threshold may be different. You will not be considered a "low-wage employee" if your earnings are derived, in whole or in predominant part, from sales commissions, incentives, or bonuses paid by the Company. You also agree that the restrictive covenants in these Standard Terms and Conditions are reasonably limited in nature and do not prohibit your employment with a competing business in a non-competitive position.

(xiv) For employees based in the State of Washington:

(a) Section (G) does not apply to you unless your annual earnings from your employment with the Company exceed the threshold established by the Washington Department of Labor and Industries pursuant to RCW 49.62.040. As of 2024, this threshold was $120,559.99. The Department has announced that this threshold is set to be $123,394.17 for 2025. If your employment with the Company is terminated as the result of a layoff, Section (G) does not apply unless, during the period of enforcement, the Company pays you compensation equivalent to your final base pay at the time of the termination of employment, minus the amount of any compensation you earn through employment after the end of your employment with the Company, which new employment and compensation you agree to promptly and fully disclose. For purposes of this section, "layoff" means termination of your employment by the Company for reasons of the Company's insolvency or other purely economic factors, and specifically excludes termination of your employment for any other reason, either with or without cause. In addition, nothing herein will restrict you from, while working for the Company, having an additional job, supplementing your income by working for another employer, working as an independent contractor, or being self-employed from this additional employment, if you do not earn at least twice the Washington minimum hourly wage, though you will be subject to the terms of the Standard Terms and Conditions, the Company's applicable policies, and the common law duty of loyalty. In addition to the other forms of protected conduct, nothing herein prohibits disclosure or discussion of conduct you reasonably believe to be illegal discrimination, illegal harassment, illegal retaliation, a wage-and-hour violation, or sexual assault,

or that is recognized as against a clear mandate of public policy. Further, Section (G), if it applies to you, is limited in time to 18 months from the date of your termination of employment.

(b) Section (E) does not restrict solicitation of former customers of the Company or the mere acceptance or transaction of business with a customer, unless Section (G) also applies to you pursuant to the terms of Section (H)(xiv)(a). For the avoidance of doubt, even if Section (G) does not apply to you, Section (E) still restricts the solicitation of current customers of the Company.

8. INJUNCTIVE RELIEF

You agree that each of the restraints contained herein is, in consideration for, and necessary for the protection of the goodwill, Confidential Information, Trade Secrets and other legitimate interests of the Company; that each and every one of these restraints is reasonable in respect to subject matter, length of time and geographic area, to the extent they apply in the State in which your employment with the Company is based; and that these restraints, neither individually nor in the aggregate, will not prevent you from obtaining other suitable employment during the period in which you are bound by such restraints. You further acknowledge that, if you breach any one or more of the covenants contained in Section 7, the damage to the Company would be irreparable. You therefore agree that the Company, in addition to any other remedies available to it, including, without limitation, the remedies set forth in Sections 9 and 10, shall be entitled to injunctive relief against your breach or threaten breach of said covenants, to the extent they apply in the State in which your employment with the Company is based.

9. VIOLATION OF PROMISES

You agree that if you violate any one or more of the promises set forth in Section 7 then, in lieu of or in addition to any other remedies available to Company as permitted by applicable law, all unvested Stock Options subject to this Grant shall be immediately forfeited. If at any time the Committee or the Sr. HR Officer notifies (the date such notice is provided, the "Notice Date") the Company that they reasonably believe that you have violated any one or more of the promises set forth in Section 7, the vesting of this Award may be suspended pending a determination of whether you violated any such provision by a tribunal as specified in Section 10 and 12. In addition, in lieu of or in addition to any remedy provided for in Section 8, at any time the Company may seek in any proceeding that you be required to immediately deliver to the Company any shares of Common Stock (or the fair market value thereof) and any related Dividend Equivalent Payments earned by or issued to you pursuant to this Grant at any time during the three (3) full fiscal years preceding your violation of Section 7. You agree that you will deliver such shares of Common Stock (or the fair market value thereof) and any related Dividend Equivalent Payments to the Company on such terms and conditions as may be required by the Company. You further agree that the Company will be entitled to enforce this repayment obligation by all legal means available, including, without limitation, to set off the market value of any such shares of Common Stock and any related Dividend Equivalent Payments against any amount that might be owed to you by the Company. For the avoidance of doubt, this paragraph shall apply only to the extent you violate a promise set forth in Section 7 that is applicable in the State in which your employment with the Company is based, pursuant to Section 7(H).

GENERAL

10. DISPUTE RESOLUTION

(i) You and the Company each agree that any controversy, claim, or dispute arising out of or relating to these Standard Terms and Conditions or arising out of or relating to your employment relationship with the Company or any of its affiliates, the termination of such relationship, your conduct following the termination of such relationship, or any application you submitted for employment with the Company, shall be resolved by binding arbitration before a neutral arbitrator on an individual basis only, and not in any form of class, collective, or private attorney general representative proceeding. By way of example only, claims subject to this agreement to arbitrate include claims litigated under federal, state and local statutory or common law, such as the Family Medical Leave Act, the Age Discrimination in Employment Act of 1967, Older Workers Benefit Protection Act of 1990, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1990, the Americans with Disabilities Act, the Federal Employers Liability Act, the Federal Railway Safety Act, the Worker Adjustment and Retraining Notification Act, the Genetic Information Nondiscrimination Act, the law of contract and the law of tort. You and the Company each agree that such claims may be brought in an appropriate administrative forum, but if you or the Company seek a judicial forum to resolve the matter, this agreement for binding arbitration will become immediately effective, and you and the Company each hereby knowingly and voluntarily waive any right to have any such dispute tried and adjudicated by a judge or jury.

(ii) For disputes arising under Sections 7 and 9 of these Terms and Conditions, the parties will submit the dispute, within 30 business days following service of notice of such dispute by one party on the other, to the American Arbitration Association (AAA) for prompt resolution in the State in which your employment with the Company is based, under AAA rules for employment disputes. For all other disputes within the scope of subpart (i), the parties will submit the dispute, within 30 business days following service of notice of such dispute by one party on the other, to AAA for prompt resolution in Salt Lake City, Utah, also under AAA rules for employment disputes. In either case, there shall be a single arbitrator, chosen in accordance with AAA rules, who at such time shall be on AAA's Judicial Panel. If there are no AAA arbitrators in the applicable State, another arbitrator shall be selected from that State or a neighboring State, but the arbitration will still be conducted in the State in which your employment with the Company is based. The decision of the arbitrator will be final and binding upon the parties, and judgment may be entered thereon in accordance with applicable law in any court having jurisdiction. The arbitrator shall have the authority to make an award of monetary damages and interest thereon. The arbitrator shall have no authority to award, and the parties hereby waive any right to seek or receive, specific performance or an injunction, punitive or exemplary damages, except that the arbitrator shall have authority to issue injunctive relief to enforce the covenants in Sections 7 and 9, to the extent those covenants apply in the State in which your employment with the Company is based. The arbitrator will have no authority to order a modification or amendment of these Standard Terms and Conditions, except that if the arbitrator finds any covenant in Sections 7 and 9 of this agreement to be unenforceable as written, the arbitrator shall deem the agreement amended in order to give each such covenant its maximum effect, to the extent permitted by law in the State in which your employment with the Company is based. The arbitrator shall have the authority to award costs of arbitration, including reasonable attorney's fees, to the prevailing party, but in the absence of such award the parties shall bear their own attorney and filing fees unless otherwise agreed upon mutually by the parties or required by law. The Company shall bear the cost of the arbitrator's fees.

(iii) Notwithstanding the foregoing, the Company may seek injunctive relief to enforce any one or more of the covenants set forth in Sections 7 or 9 of these Terms and Conditions, in a court of competent jurisdiction, as set forth in Section 12 below. You specifically agree that a court of competent jurisdiction may enter preliminary injunctive relief to restrain violations of any of the covenants in Sections 7 or 9 of these Terms and Conditions, pending arbitration or other litigation. For the avoidance of doubt, this provision only applies to the promises set forth in Sections 7 or 9 to the extent those Sections are applicable in the State in which your employment with the Company is based.

11. SEVERABILITY

If any provision of these Standard Terms and Conditions is, becomes, or is deemed to be invalid, illegal, or unenforceable in any jurisdiction, such provision shall be construed or deemed amended or limited in scope to conform to applicable laws or, in the discretion of the Company, it shall be stricken and the remainder of these Standard Terms and Conditions shall remain in force and effect.

12. CHOICE OF LAW; JURISDICTION

All questions pertaining to the construction, regulation, validity, and effect of these Standard Terms and Conditions shall be determined in accordance with the laws of the State of Utah, without regard to the conflict of laws doctrine, with the exception of Sections 7 or 9. All questions pertaining to the construction, regulation, validity, and effect of Sections 7 or 9 shall be determined in accordance with the laws of the State in which your employment with the Company is based. With respect to any claim or dispute involving your Grant and/or these Standard Terms and Conditions that is not subject to the arbitration pursuant to Section 12 hereof, other than those arising from Sections 7 or 9, you and the Company each hereby consent and submit to the personal jurisdiction and venue of any state or federal court located in the county of Salt Lake City within the State of Utah and, recognizing the appropriateness of the State of Utah for any such matters due to the Company being incorporated in Utah, you and the Company hereby agree and consent to the state and federal courts located in the county of Salt Lake City within the State of Utah as the sole and exclusive forum for resolution of any and all claims, causes of action or disputes arising out of or related to your Award and these Standard Terms and Conditions (including all terms incorporated by reference into these Standard Terms and Conditions).

You and the Company further agree that, if any one or more of the provisions of Section 7 are determined to be unenforceable by reason of it being overly broad, such provision shall be deemed to be modified to permit its enforcement to the maximum extent permitted by law.

13. AMENDMENTS

The Plan and these Standard Terms and Conditions may be amended or altered by the Committee or the Company's Board of Directors to the extent provided in the Plan.

14. RESTRICTIONS ON RESALES OF SHARES

The Company may impose such restrictions, conditions or limitations as it determines appropriate as to the timing and manner of any resales by you or other subsequent transfers by you of any Common Stock issued in respect of vested Stock Units, including without limitation (a) restrictions under an insider trading policy, (b) restrictions designed to delay and/or coordinate the timing and manner of sales by you and other holders and (c) restrictions as to the use of a specified brokerage firm for such resales or other transfers.

15. INCOME TAXES

The Company shall not deliver shares in respect of any Stock Units unless and until you have made satisfactory arrangements to pay or otherwise satisfy all applicable tax withholding obligations. Unless you pay the tax withholding obligations to the Company by cash or check in connection with the delivery of the Common Stock and any related Dividend Equivalent Payments, withholding may be effected, at the Company's option, by withholding Common Stock issuable in connection with the vesting of the Stock Units (provided that shares of Common Stock may be withheld only to the extent that such tax withholding will not result in adverse accounting treatment for the Company) or withholding any related Dividend Equivalent Payments. You acknowledge that the Company shall have the right to deduct any taxes required to be withheld by law in connection with the Stock Units from any amounts payable by it to you (including, without limitation, future cash wages).

16. NON-TRANSFERABILITY OF AWARD

You understand, acknowledge and agree that, except as otherwise provided in the Plan, the Stock Units may not be sold, assigned, transferred, pledged or otherwise directly or indirectly encumbered or disposed of prior to the payment of the Common Stock to you as provided in Section 16 hereof. Your beneficiaries and anyone claiming an interest in the Stock Units through you are subject to all of the terms and conditions applicable to you, other than the covenants set forth in Section 7.

17. CLAWBACK AND RECOUPMENT

If you are or become a Covered Executive or Other Executive under the Company's Policy for Recoupment of Certain Compensation, you agree that your Award is subject to recoupment, including in connection with a financial restatement or any detrimental conduct, pursuant to and in accordance with the Company's Policy for Recoupment of Certain Compensation, as amended from time to time, and pursuant to any other policy the Company may adopt pursuant to the Dodd-Frank Wall Street Reform and Consumer Protection Act, other applicable law, or stock exchange listing standard. No recovery of compensation under such a clawback policy shall be treated as an event giving rise to a right to terminate employment for "good reason" or "constructive termination" (or any similar term) under any agreement with the Company. In addition, if you are or become a Covered Executive or Other Executive under the Company's Policy for Recoupment of Certain Compensation, you agree that that the Company shall not indemnify you against any liability or loss (including without limitation the loss of any incentive-based compensation, any payment or reimbursement for the cost of third-party insurance purchased by you to fund potential recovery obligations with respect to the Company's Policy for Recoupment of Certain Compensation, or any judgments, fines, taxes, penalties or amounts paid in settlement by or on behalf of you) incurred by you in connection with or as a result of any action taken by the Company to enforce the terms of the Company's Policy for Recoupment of Certain Compensation (a "Clawback Proceeding"), or provide any indemnification or advancement of expenses (including attorneys' fees) incurred by you in connection with any such Clawback Proceeding.

18. LIMITATION OF INTEREST IN SHARES SUBJECT TO RESTRICTED STOCK UNITS

Neither you (individually or as a member of a group) nor any beneficiary or other person claiming, under or through you shall have any right, title, interest, or privilege in or to any shares of Common Stock allocated or reserved for the purpose of the Plan or the Key Employee Continuity Plan, or subject to the Grant Notice or these Standard Terms and Conditions, except as to such shares of Common Stock, if any, as shall have been issued to such person upon vesting of the Stock Units, which shares shall remain subject to the conditions set forth in these Standard Terms and Conditions. Nothing in the Plan, in the Key Employee Continuity Plan, in the Grant Notice, in these Standard Terms and Conditions, or in any other instrument executed pursuant to the Plan shall confer upon you any right to continue in the Company's employ or service nor limit in any way the Company's right to terminate your employment at any time for any lawful reason.

19. OTHER AGREEMENTS SUPERSEDED

The Grant Notice, these Standard Terms and Conditions, the Plan and the Long-Term Plan constitute the entire understanding between you and the Company regarding the Stock Units. Any prior agreements, commitments or negotiations concerning the Stock Units are superseded.

20. REVIEW PERIOD/NOTICE FOR CERTAIN EMPLOYEES

IF YOU ARE EMPLOYED BY THE COMPANY IN THE STATE OF **COLORADO** AND ARE SUBJECT TO THE RESTRICTIONS IN SECTIONS 7(E), (F) and (G), YOU ACKNOWLEDGE THAT YOU RECEIVED THIS AGREEMENT BEFORE THE EARLIER OF ITS EFFECTIVE DATE OR THE EFFECTIVE DATE OF ANY ADDITIONAL COMPENSATION OR CHANGE IN THE TERMS OR CONDITIONS OF EMPLOYMENT THAT PROVIDES CONSIDERATION FOR THE COVENANTS IN THIS AGREEMENT. YOU ACKNOWLEDGE THAT YOU HAVE 14 CALENDAR DAYS FROM THE DAY YOU RECEIVED THIS AGREEMENT TO REVIEW IT AND THAT YOU ARE ADVISED TO CONSULT LEGAL COUNSEL PRIOR TO SIGNING IT.

IF YOU ARE EMPLOYED BY THE COMPANY IN THE **DISTRICT OF COLUMBIA** AS A "HIGHLY COMPENSATED EMPLOYEE," AS DEFINED IN SECTION 7(H), YOU ACKNOWLEDGE THAT YOU HAVE HAD AT LEAST 14 CALENDAR DAYS BEFORE YOU BEGAN YOUR EMPLOYMENT TO REVIEW THIS AGREEMENT, OR IF YOU ARE A CURRENT EMPLOYEE, 14 DAYS FROM THE DAY YOU RECEIVED THIS AGREEMENT TO REVIEW IT. PLEASE ALSO TAKE NOTICE THAT THE DISTRICT'S BAN ON NON-COMPETE AGREEMENTS AMENDMENT ACT OF 2020, AS AMENDED, LIMITS THE USE OF NON-COMPETE AGREEMENTS. IT ALLOWS EMPLOYERS TO REQUEST NON-COMPETE AGREEMENTS FROM HIGHLY COMPENSATED EMPLOYEES, AS THAT TERM IS DEFINED IN THE BAN ON NON-COMPETE AGREEMENTS AMENDMENT ACT OF 2020, AS AMENDED, UNDER CERTAIN CONDITIONS. IF YOU MEET THE COMPENSATION THRESHOLDS SET FORTH IN SECTIONS 7(E) AND (G), THE COMPANY HAS DETERMINED THAT YOU ARE A HIGHLY COMPENSATED EMPLOYEE. FOR MORE INFORMATION ABOUT THE BAN ON NON-COMPETE AGREEMENTS AMENDMENT ACT OF 2020, AS AMENDED, CONTACT THE DISTRICT OF COLUMBIA DEPARTMENT OF EMPLOYMENT SERVICES (DOES).

IF YOU ARE EMPLOYED BY THE COMPANY IN THE STATE OF **ILLINOIS**, YOU ACKNOWLEDGE THAT YOU HAVE AT LEAST 14 CALENDAR DAYS FROM THE DAY YOU RECEIVED THIS AGREEMENT TO REVIEW IT AND THAT YOU ARE ADVISED TO CONSULT LEGAL COUNSEL PRIOR TO SIGNING IT.

IF YOU ARE EMPLOYED BY THE COMPANY IN THE COMMONWEALTH OF **VIRGINIA**, YOU ACKNOWLEDGE THAT YOU HAVE BEEN PROVIDED A COPY OF THIS AGREEMENT AT LEAST THREE BUSINESS DAYS BEFORE THE DEADLINE TO SIGN THIS AGREEMENT.

IF YOU ARE EMPLOYED BY THE COMPANY IN THE STATE OF **WASHINGTON**, YOU ACKNOWLEDGE THAT IF THIS AGREEMENT IS ENTERED INTO AFTER THE START OF YOUR EMPLOYMENT, YOU RECEIVED INDEPENDENT CONSIDERATION FOR ENTERING INTO THIS AGREEMENT. IF YOU ARE A NEW EMPLOYEE, YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED THIS AGREEMENT OR A WRITTEN DESCRIPTION OF ITS COVENANTS NO LATER THAN THE TIME OF THE INITIAL ORAL OR WRITTEN ACCEPTANCE OF THE OFFER OF EMPLOYMENT.

Exhibit 10(b)

UNION PACIFIC CORPORATION
GRANT NOTICE FOR 2021 STOCK INCENTIVE PLAN
NONQUALIFIED STOCK OPTION

FOR GOOD AND VALUABLE CONSIDERATION, Union Pacific Corporation (the "Company"), hereby grants to Participant named below (for purposes hereof, references herein to "you" or "your" shall refer to such Participant) the nonqualified stock option (the "Option") to purchase any part or all of the number of shares of its common stock, par value $2.50 (the "Common Stock"), that are covered by this Option, as specified below, at the Exercise Price per share specified below and upon the terms and subject to the conditions set forth in this Grant Notice, the Union Pacific Corporation 2021 Stock Incentive Plan (the "Plan") the Standard Terms and Conditions (the "Standard Terms and Conditions") adopted under such Plan and provided to you, and, if applicable, the Union Pacific Corporation Key Employee Continuity Plan (the "Key Employee Continuity Plan") and the Policy for Recoupment of Certain Compensation, each as amended from time to time. In addition, if you become eligible for and entitled to severance benefits under a broad-based severance pay policy of the Company that include waiver of the vesting period and/or extension of the exercise period with respect to the Option (the "Severance Policy"), the Option also shall be subject to the terms of such Severance Policy.

This Option is granted pursuant to the Plan and is subject to and qualified in its entirety by the Standard Terms and Conditions.

Name of Participant:	
Grant Date:	February 7, 2025
Grant Number:	
Number of Shares of Common Stock covered by Option:	
Exercise Price Per Share:	
Expiration Date:	February 7, 2035

Vesting Schedule:

Shares	Vest Date
	February 8, 2026
	February 8, 2027
	February 8, 2028

This Option is not intended to qualify as an incentive stock option under Section 422 of the Internal Revenue Code of 1986, as amended.

By electronically accepting this Option, you acknowledge that you have received and read, and agree that this Option shall be subject to, the terms of this Grant Notice, the Plan, the Standard Terms and Conditions and, if applicable, the Key Employee Continuity Plan and/or the Severance Policy (including, but not limited to, the Key Employee Continuity Plan's or Severance Policy's requirement, if any, that you execute a general release of employment-related claims) and the Policy for Recoupment of Certain Compensation. You also hereby consent to the delivery of information (including, without limitation, information required to be delivered to you pursuant to applicable securities laws) regarding the Company and the Subsidiaries, the Plan, and the Option via Company website or other electronic delivery.

YOU HAVE ONE HUNDRED AND EIGHTY (180) DAYS FROM THE GRANT DATE SET FORTH IN THIS GRANT NOTICE TO ELECTRONICALLY ACCEPT THIS AWARD AND THE STANDARD TERMS AND CONDITIONS. IF YOU DO NOT ACCEPT THIS AWARD AND THE STANDARD TERMS AND CONDITIONS IN THE APPLICABLE 180 DAY PERIOD, YOU WILL ***FORFEIT*** THE NONQUALIFIED STOCK OPTION THAT IS THE SUBJECT OF THIS AWARD.

UNION PACIFIC CORPORATION
STANDARD TERMS AND CONDITIONS FOR
NONQUALIFIED STOCK OPTION

These Standard Terms and Conditions apply to the Option granted pursuant to the Union Pacific Corporation 2021 Stock Incentive Plan, as amended (the "Plan"), which is identified as nonqualified stock option and is evidenced by a Grant Notice that specifically refers to these Standard Terms and Conditions. In addition to these Standard Terms and Conditions, the Option shall be subject to the terms of the Plan and, if applicable, the Key Employee Continuity Plan, the Severance Policy and/or the Policy for Recoupment of Certain Compensation, each as amended from time to time, which are incorporated into these Standard Terms and Conditions by this reference. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Plan. For purposes of these Standard Terms and Conditions and the Grant Notice, any reference to the Company (as defined below) shall include a reference to any Subsidiary for which you are or have been employed. Additionally, references in these Standard Terms and Conditions to "you" or "your" shall refer to the Participant named in the Grant Notice provided to the Participant herewith (the "Grant Notice"), and such Participant's heirs and beneficiaries.

By electronically accepting the grant of the Option and these Standard Terms and Conditions, you acknowledge and agree to be bound by the following, which will survive your termination from employment and the vesting or forfeiture of the Option:

OPTION

1. TERMS OF OPTION

Union Pacific Corporation (the "Company"), has granted to you a nonqualified stock option (the "Option") to purchase up to the number of shares of the Company's common stock (the "Common Stock"), set forth in the Grant Notice. The exercise price per share and the other terms and conditions of the Option are set forth in the Grant Notice, these Standard Terms and Conditions, the Plan and, if applicable, the Key Employee Continuity Plan, the Severance Policy and/or the Policy for Recoupment of Certain Compensation, each as amended.

2. NONQUALIFIED STOCK OPTION

The Option is not intended to be an incentive stock option under Section 422 of the Internal Revenue Code of 1986, as amended (the "Code") and will be interpreted accordingly.

3. EXERCISE OF OPTION

The Option shall not be exercisable as of the Grant Date set forth in the Grant Notice. After the Grant Date, to the extent not previously exercised, and subject to termination or acceleration as provided in these Standard Terms and Conditions, the Plan and, if applicable, the Key Employee Continuity Plan, the Severance Policy and/or the Policy for Recoupment of Certain Compensation, the Option shall be exercisable only to the extent it becomes vested, as described in the Grant Notice, these Standard Terms and Conditions, the terms of the Plan and, if applicable, the Key Employee Continuity Plan, the Severance Policy and/or the Policy for Recoupment of Certain Compensation, to purchase up to that number of shares of Common Stock as set forth in the Grant Notice, provided that (except as may be provided otherwise in Section 4 below) you remain employed with the Company and do not experience a termination of employment.

The exercise price (the "Exercise Price") of the Option is set forth in the Grant Notice. The Company shall not be obligated to issue any shares of Common Stock until you have paid the total Exercise Price for that number of shares of Common Stock. To exercise the Option (or any part thereof), you must deliver to the Company appropriate notice specifying the number of whole shares of Common Stock you wish to purchase accompanied by valid payment in the form of (i) a check, (ii) an attestation form confirming your current ownership of whole shares of Common Stock equal in value to the total Exercise Price for that number of shares of Common Stock, and/or (iii) an authorization to sell shares equal in value to the total Exercise Price for that number of shares of Common Stock. Notices and authorizations shall be delivered and all checks shall be payable to the Company's third party stock plan administrator, or as otherwise directed by the Company.

Fractional shares may not be exercised. Shares of Common Stock will be issued as soon as practicable after exercise. Notwithstanding the above, for administrative or other reasons, including, but not limited to the Company's determination that exercisability of the Option would violate any federal, state or other applicable laws, the Company may from time to time suspend your ability to exercise an Option for limited periods of time, which suspensions shall not change the period in which the Option is exercisable, except as otherwise provided in the Plan.

4. EXPIRATION OF OPTION

Except as otherwise may be provided by the Committee consistent with the terms of the Plan, the Option shall expire and cease to be exercisable as of the earlier of (a) the Expiration Date set forth in the Grant Notice or (b) the date specified below in Sections 4A through 4H, as applicable.

A. If your termination of employment is by reason of death or you are determined to be disabled under the provisions of the Company's long-term disability plan, then any vesting period with respect to the Option shall be deemed to be satisfied and the Option shall become fully vested and exercisable (by you or your estate, beneficiary or legal representative, as the case may be) at the date of such termination of employment or the first day on which you are determined to be disabled under such long-term disability plan, as the case may be, until the date that is five (5) years following the date of such termination of employment or the first day of disability as determined under such long-term disability plan, as the case may be.

B. If you remain continuously employed with the Company until December 31, 2025, (which shall include a period of time during which you are absent from active employment in accordance with a leave of absence policy adopted by the Company), and have a termination of employment at or after attaining Retirement Status as defined below in this Section 4B, then the Option shall be exercisable in accordance with and at the times it becomes vested, as described in the Grant Notice, notwithstanding your termination of employment with the Company, until the date that is five (5) years following the date of such termination of employment. "Retirement Status" means the Participant has attained either: (i) age 55 with at least 10 years of vesting service; (ii) age 60 with at least 5 years of vesting service; or (iii) age 65. For this purpose, vesting service shall be calculated by applying the rules for determining "Vesting Service" under the Pension Plan for Salaried Employees of Union Pacific Corporation and Affiliates ("UPC Pension Plan"), regardless of whether you were ever a participant in the UPC Pension Plan.

C. If there is a Change in Control that occurs prior to your termination of employment in which the acquiring or surviving company in the transaction does not assume or continue the Option upon the Change in Control, any vesting period with respect to the Option shall be deemed to be satisfied and the Option shall become fully vested and exercisable (provided that the Option may be canceled upon the consummation of the Change in Control without payment of any additional consideration if the exercise price of the Option is less than the consideration per Share payable to shareholders of the Company in such Change in Control) and you may exercise the Option not assumed or continued until the date that is five (5) years following the date of such Change in Control. If you terminate employment following such Change in Control for a reason described in 4H, any unexercised portion of the Option shall be immediately forfeited and canceled as of the date of such termination of employment.

D. Except as provided in Section 4E hereof, if you terminate employment with the Company prior to attaining Retirement Status, and as a result of such termination of employment you are eligible for and entitled to payment of severance benefits under the provisions of a Severance Policy that include extension of the exercise period with respect to such Option, and provided you satisfy the conditions of the Severance Policy, you may exercise any portion of the Option that is vested and exercisable at the time of your termination of employment until the date established under the Severance Policy, provided that in no event will such date extend beyond the Expiration Date set forth in the Grant Notice.

E. If your employment is involuntarily terminated by the Company (other than a termination as a result of disability determined under the provisions of the Company's long-term disability plan, or cause or gross misconduct as determined by the Committee) within two (2) years following a Change in Control, any vesting period with respect to the Option shall be deemed to be satisfied and you may exercise the Option upon the date of such termination of employment, and the Option shall remain exercisable until the date that is three (3) years following the date of such termination of employment (or until the date that is five (5) years following the date of such termination of employment in the case of a termination of employment by reason of your death or a termination of employment described in Section 4B hereof). Furthermore, the Option exercise period shall be as described in Section 4A in the event you are determined to be disabled under the provisions of the Company's long-term disability plan prior to your termination of employment described in this Section 4E.

F. Notwithstanding the foregoing Sections 4A through 4E, if you are an Eligible Employee (within the meaning of the Key Employee Continuity Plan) in the Key Employee Continuity Plan and incur a Severance (within the meaning of the Key Employee Continuity Plan), the Option shall vest and be exercisable in accordance with the terms and conditions of the Key Employee Continuity Plan.

G. Except as otherwise provided in the foregoing Sections 4A through 4F: (i) you may exercise any portion of the Option that is vested and exercisable at the time of your termination of employment until the date that is three (3) months following the date of such termination of employment; and (ii) any portion of the Option that is not vested and exercisable at the time of such termination of employment shall be forfeited and canceled as of the date of such termination of employment.

H. Notwithstanding any other provision of this Section 4, if your employment is terminated by the Company for deliberate, willful or gross misconduct (as determined by the Committee), the unexercised portion of the Option, whether or not then vested and exercisable, shall be immediately forfeited and canceled as of the date of such termination of employment.

5. PROTECTION OF CONFIDENTIAL INFORMATION AND TRADE SECRETS

A. CONFIDENTIAL INFORMATION AND TRADE SECRETS

You acknowledge that the Company regards certain information relating to its business and operations as confidential. This includes all confidential and proprietary information concerning the assets, business or affairs of the Company or any customers thereof ("Confidential Information"). You further acknowledge that the Company has certain information that derives economic value from not being known to the general public or to others who could obtain economic value from its disclosure or use, as to which the Company takes reasonable efforts to protect its secrecy ("Trade Secrets").

B. TYPES OF CONFIDENTIAL INFORMATION OR TRADE SECRETS

You acknowledge that you did have, currently have, and/or in the future will have developed, obtained, and/or been given access to the Company's Confidential Information or Trade Secrets. By way of example only, the Company's Confidential Information or Trade Secrets may include, but are not limited to: information about rates or costs; customer or supplier agreements and negotiations; business opportunities; scheduling and delivery methods; business and marketing plans; financial information or plans; communications within the attorney-client privilege or other privileges; operating procedures and methods; construction methods and plans; proprietary computer systems design, programming or software; strategic plans; succession plans; proprietary company training programs; employee performance, compensation or benefits; negotiations or strategies relating to collective bargaining agreements and/or labor disputes; and policies and internal or external claims or complaints regarding personal injuries, employment laws or policies, environmental protection, or hazardous materials. You agree that any unauthorized disclosures by you to any third party of such Confidential Information or Trade Secrets would be a material violation of this Agreement, would constitute gross misconduct, and would cause irreparable harm to the Company.

Notwithstanding the foregoing, in accordance with the Defend Trade Secrets Act of 2016, you will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a Trade Secret that is made (i) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

C. AGREEMENT TO MAINTAIN CONFIDENTIAL INFORMATION

You agree to not, unless you received prior written consent from the senior human resources officer or such other person designated in writing by the Company (hereinafter collectively referred to as the Sr. HR Officer), or unless ordered by a court or government agency, (i) divulge, use, furnish or disclose to any subsequent employer or, except to the extent necessary to perform your job responsibilities with the Company, any other person, whether or not a competitor of the Company, any Confidential Information or Trade Secrets, or (ii) retain or take with you when you leave the Company any property of the Company or any documents (including any electronic or computer records) relating to any Confidential Information or Trade Secrets

D. PRIOR NOTICE OF EMPLOYMENT

You acknowledge that if you become an employee, contractor, or consultant for any other person or entity engaged in the Business of the Company, as defined in Section (G), it would create a substantial risk that you would, intentionally or unintentionally, disclose or rely upon the Company’s Confidential Information or Trade Secrets for the benefit of the other person or entity to the detriment of the Company. You further acknowledge that such disclosures would be particularly damaging if made shortly after you leave the Company. You agree that while you are employed by or working for the Company and for a period of two (2) years after you leave the Company, before accepting any employment or affiliation with another person or entity, you will give written notice to the Sr. HR Officer of your intention to accept such employment or affiliation. You also agree to confer in good faith with the Sr. HR Officer concerning whether your proposed employment or affiliation could reasonably be expected to be performed without improper disclosure of Confidential Information or Trade Secrets.

E. NON-SOLICITATION OF CUSTOMERS

In consideration for your employment with the Company, the financial and other benefits you received from that employment, the Award, and/or access to Confidential Information and/or Trade Secrets, as defined in this Agreement, you agree that during employment with the Company, and for a period of two (2) years following your departure from the Company, you will not (directly or indirectly, in association with others or otherwise) call on or solicit any of the Company's customers with whom you had personal contact or about whom you received Confidential Information during the period from the Grant Date of this Award until the Restriction Period Termination Date (or, if earlier, the date your employment with the Company ceased), for the purpose of providing the customers with goods and/or services similar in nature to those provided by the Company in its Business as defined below in Section (G).

F. NON-SOLICITATION OF EMPLOYEES

In consideration for your employment with the Company, the financial and other benefits you received from that employment, the Award, and/or access to Confidential Information and/or Trade Secrets, as defined in this Agreement, you agree that during employment with the Company, and for a period of two (2) years following your departure from the Company, you will not (directly or indirectly, in association with others or otherwise), participate in hiring or attempting to hire away a Company employee or contractor, or induce or encourage any employees or contractors of the Company to terminate their relationship with the Company, without prior written consent of the Sr. HR Officer.

G. NON-COMPETITION

In consideration for your employment with the Company, the financial and other benefits you received from that employment, the Award, and/or access to Confidential Information and/or Trade Secrets, as defined in this Agreement, you agree that during employment with the Company, and for a period of two (2) years following your departure from the Company, you will not (directly or indirectly, in association with others or otherwise) engage in any activity for a competitive Business (as defined below) in which (i) the use, disclosure, or misappropriation of the Confidential Information and/or Trade Secrets you had access to or obtained during your employment with the Company may provide the competitive Business with a competitive advantage against the Company, and/or otherwise cause harm to the Company; or (ii) you would be in a position to solicit or otherwise contact, on behalf of the competitive Business, any current or prospective Company customers and clients with whom you had personal contact or about whom you learned Confidential Information and/or Trade Secrets. The foregoing includes, without limitation, engagement as an officer, director, proprietor, employee, partner, manager, member, investor (other than as a holder of less than 2% of the outstanding capital stock of a publicly traded corporation), guarantor, consultant, advisor, agent, sales representative or other participant within any State in which the Company does business. For the avoidance of doubt, the term "State" as used in this agreement shall be interpreted to include any legal territory of the United States where the Company does business, including, by way of example, the District of Columbia, except as set forth in Section H.

Further, for purposes of these Standard Terms and Conditions, the term "Business" means the transportation of goods in interstate commerce and related services in or through or for any State in which the Company or any of its affiliates provides such services directly or indirectly and any other activity that supports such operations including by the way of example but not limitation, marketing, information systems, logistics, technology development or implementation, terminal services and any other activity of the Company or any of its affiliates related to providing such services. This Section (G) is not intended to prevent you from engaging in any activity that is not substantially the same as or competitive with the Company's Business.

H. SPECIFIC STATE LAW LIMITATIONS

This Section 5 is subject to the following limitations or agreements for employees based in the specific States listed below. The Company agrees to these limitations solely for the purpose of compliance with each State's laws. If your employment with the Company is not based in the following States, you agree that the paragraphs above apply to you in full.

(i) For employees based in California:

(a) Section (E) does not apply to you, except that you agree that you will be prohibited from solicitation of the Company's clients using the Company's trade secrets, and/or providing services for anyone other than the Company using the Company's trade secrets.

(b) Sections (F) and (G) do not apply to you.

(ii) For employees based in Colorado, Section (G) does not apply to you unless your annualized cash compensation from the Company exceeds the threshold set by the Colorado Department of Labor and Employment, Division of Labor Standards and Statistics. This threshold was $123,750 for 2024. This threshold is scheduled to be $127,091 for 2025. If your annualized cash compensation does exceed these thresholds, Section (G) still only restricts you from engaging in any activity for a competitive Business (as defined above) in which the use, disclosure, or misappropriation of Trade Secrets you had access to or obtained during your employment with the Company may provide the competitive Business with a competitive advantage against the Company, and/or otherwise cause harm to the Company. Section (E) does not apply to you unless your annualized cash compensation from the Company exceeds the threshold set by the Colorado Department of Labor and Employment, Division of Labor Standards and Statistics. As of 2024, this threshold was $74,250. For 2025, this threshold is scheduled to be $76,254.

(iii) For employees based in the District of Columbia, Sections (E) and (G) do not apply to you unless you are reasonably expected to earn in a consecutive 12-month period or have earned in the preceding 12-month period, compensation greater than or equal to the threshold set by the District of Columbia Non-Compete Agreements Amendment Act of 2020, as amended. As of 2024, this threshold was $154,200, and the District of Columbia may announce a higher threshold for 2025. For purposes of this agreement, an employee based in the District of Columbia who meets this compensation threshold shall be deemed a "Highly Compensated Employee." Further, Section (G), if it applies to you, is limited in time to 12 months from the date of your termination of employment.

(iv) For employees based in Illinois, Section (G) does not apply to you (a) unless you earn more than $75,000 per year (or any higher amount set by the Illinois Freedom to Work Act for future years), or (b) if the Company terminates, furloughs, or lays you off as the result of business circumstances or governmental orders related to the COVID-19 pandemic or under circumstances that are similar to the COVID-19 pandemic, unless enforcement of the covenant not to compete includes compensation equivalent to your base salary at the time of termination for the period of enforcement minus compensation earned through subsequent employment during the period of enforcement. Sections (E) and (F) do not apply to you (a) unless you earn more than $45,000 per year (or any higher amount set by the Illinois Freedom to Work Act for future years), or (b) if the Company terminates, furloughs, or lays you off as the result of business circumstances or governmental orders related to the COVID-19 pandemic or under circumstances that are similar to the COVID-19 pandemic, unless enforcement of the covenant not to compete includes compensation equivalent to the your base salary at the time of termination for the period of enforcement minus compensation earned through subsequent employment during the period of enforcement.

(v) For employees based in Louisiana, you agree that the Company operates throughout the State of Louisiana, and that Section 6 therefore applies in every parish and municipality in the State, which

include Acadia Parish, Allen Parish, Ascension Parish, Assumption Parish, Avoyelles Parish, Beauregard Parish, Bienville Parish, Bossier Parish, Caddo Parish, Calcasieu Parish, Caldwell Parish, Cameron Parish, Catahoula Parish, Claiborne Parish, Concordia Parish, De Soto Parish, East Baton Rouge Parish, East Carroll Parish, East Feliciana Parish, Evangeline Parish, Franklin Parish, Grant Parish, Iberia Parish, Iberville Parish, Jackson Parish, Jefferson Davis Parish, Jefferson Parish, La Salle Parish, Lafayette Parish, Lafourche Parish, Lincoln Parish, Livingston Parish, Madison Parish, Morehouse Parish, Natchitoches Parish, Orleans Parish, Ouachita Parish, Plaquemines Parish, Pointe Coupee Parish, Rapides Parish, Red River Parish, Richland Parish, Sabine Parish, St. Bernard Parish, St. Charles Parish, St. Helena Parish, St. James Parish, St. John the Baptist Parish, St. Landry Parish, St. Martin Parish, St. Mary Parish, St. Tammany Parish, Tangipahoa Parish, Tensas Parish, Terrebonne Parish, Union Parish, Vermilion Parish, Vernon Parish, Washington Parish, Webster Parish, West Baton Rouge Parish, West Carroll Parish, West Feliciana Parish, and Winn Parish.

(vi) For employees based in Maine, Section G will not apply to you unless your annual compensation exceeds a threshold of 400% percent of the federal poverty level. For 2024, this threshold was $60,240. For 2025, this threshold may be different.

(vii) For employees based in Minnesota, Section (G) does not apply to you.

(viii) For employees based in Nevada, Section (G) does not apply to you if you are paid solely on an hourly wage basis, exclusive of any tips or gratuities. Further, if the termination of your employment is the result of a reduction of force, reorganization, or similar restructuring, Section (G) will only be enforceable during the period in which the Company is paying your salary, benefits, or equivalent compensation, including severance pay.

(ix) For employees based in New York, Section (E) does not apply to any customer that became a customer of the Company only as a result of your independent contact and business development efforts with the customer before and independent from your employment with the Company.

(x) For employees based in North Dakota, Sections (E) and (G) do not apply to you.

(xi) For employees based in Oklahoma:

(a) Section (E) only restricts you from directly (not indirectly) engaging in calling upon or soliciting the Company's customers with whom you had personal contact or about whom you received Confidential or Trade Secret information, for the purpose of providing the customers with goods and/or services similar in nature to those provided by the Company in its Business as defined in Section (G), within any State in which the Company does business.

(b) Sections (F) and (G) do not apply to you.

(xii) For employees based in Oregon, Section (G) does not apply to you unless your annual compensation exceeds the statutory threshold (adjusted annually for inflation pursuant to the Consumer Price Index for All Urban Consumers, West Region (All Items) published by the Bureau of Labor Statistics of the United States Department of Labor). For 2024, this threshold was $113,241. For 2025, this threshold may be higher. Section (G) also does not apply to you unless you (i) perform predominantly intellectual, managerial, or creative tasks; (ii) exercise discretion and independent judgment; and (iii) are paid on a salary basis. Section (G) also does not apply to you unless (1) you personally received notice that you would be subject to a non-compete at least two weeks before you began employment, or (2) you became eligible to enter into these Standard Terms and Conditions by virtue of a promotion or other bona fide advancement. Further, Section (G), if it applies to you, is limited in time to 12 months from the date of your termination of employment.

(xiii) For employees based in Virginia, Section (G) does not apply to you if your average weekly earnings, calculated as provided under Code of Virginia section 40.1-28.7:7 (the "Virginia Act"), are less than the average weekly wage of the Commonwealth as determined pursuant to subsection B of

section 65.2-500, or you otherwise qualify as a "low-wage employee" under the Virginia Act. For 2024, this threshold was $73,320. For 2025, this threshold may be different. You will not be considered a "low-wage employee" if your earnings are derived, in whole or in predominant part, from sales commissions, incentives, or bonuses paid by the Company. You also agree that the restrictive covenants in these Standard Terms and Conditions are reasonably limited in nature and do not prohibit your employment with a competing business in a non-competitive position.

(xiv) For employees based in the State of Washington:

(a) Section (G) does not apply to you unless your annual earnings from your employment with the Company exceed the threshold established by the Washington Department of Labor and Industries pursuant to RCW 49.62.040. As of 2024, this threshold was $120,559.99. The Department has announced that this threshold is set to be $123,394.17 for 2025. If your employment with the Company is terminated as the result of a layoff, Section (G) does not apply unless, during the period of enforcement, the Company pays you compensation equivalent to your final base pay at the time of the termination of employment, minus the amount of any compensation you earn through employment after the end of your employment with the Company, which new employment and compensation you agree to promptly and fully disclose. For purposes of this section, "layoff" means termination of your employment by the Company for reasons of the Company's insolvency or other purely economic factors, and specifically excludes termination of your employment for any other reason, either with or without cause. In addition, nothing herein will restrict you from, while working for the Company, having an additional job, supplementing your income by working for another employer, working as an independent contractor, or being self-employed from this additional employment, if you do not earn at least twice the Washington minimum hourly wage, though you will be subject to the terms of the Standard Terms and Conditions, the Company's applicable policies, and the common law duty of loyalty. In addition to the other forms of protected conduct, nothing herein prohibits disclosure or discussion of conduct you reasonably believe to be illegal discrimination, illegal harassment, illegal retaliation, a wage-and-hour violation, or sexual assault, or that is recognized as against a clear mandate of public policy. Further, Section (G), if it applies to you, is limited in time to 18 months from the date of your termination of employment.

(b) Section (E) does not restrict solicitation of former customers of the Company or the mere acceptance or transaction of business with a customer, unless Section (G) also applies to you pursuant to the terms of Section (H)(xiv)(a). For the avoidance of doubt, even if Section (G) does not apply to you, Section (E) still restricts the solicitation of current customers of the Company.

6. **INJUNCTIVE RELIEF**

You agree that each of the restraints contained herein is, in consideration for, and necessary for the protection of the goodwill, Confidential Information, Trade Secrets and other legitimate interests of the Company; that each and every one of these restraints is reasonable in respect to subject matter, length of time and geographic area, to the extent they apply in the State in which your employment with the Company is based; and that these restraints, neither individually nor in the aggregate, will not prevent you from obtaining other suitable employment during the period in which you are bound by such restraints. You further acknowledge that, if you breach any one or more of the covenants contained in Section 5, the damage to the Company would be irreparable. You therefore agree that the Company, in addition to any other remedies available to it, including, without limitation, the remedies set forth in Sections 7 and 8, shall be entitled to injunctive relief against your breach or threaten breach of said covenants, to the extent they apply in the State in which your employment with the Company is based.

7. **VIOLATION OF PROMISES**

You agree that if you violate any one or more of the promises set forth in Section 6 then, in lieu of or in addition to any other remedies available to Company as permitted by applicable law, all unvested Stock Units subject to this Grant shall be immediately forfeited. If at any time the Committee or the Sr. HR Officer notifies (the date such notice is provided, the "Notice Date") the Company that they reasonably believe that you have violated any one or more of the promises set forth in Section 5, the vesting of this Grant may be suspended pending a determination of whether you violated any such provision by a tribunal as specified in Section 8 and 10. In addition, in lieu of or in addition to any remedy provided for in Section 6, at any time the Company may seek in any proceeding that you be required to immediately deliver to the Company any shares of Common Stock (or the fair market value thereof) and any related Dividend Equivalent Payments earned by or issued to you pursuant to this Grant at any time during the three (3) full fiscal years preceding your violation of Section 5. You agree that you will deliver such shares of Common Stock (or the fair market value thereof) and any related Dividend Equivalent Payments to the Company on such terms and conditions as may be required by the Company. You further agree that the Company will be entitled to enforce this repayment obligation by all legal means available, including, without limitation, to set off the market value of any such shares of Common Stock and any related Dividend Equivalent Payments against any amount that might be owed to you by the Company. For the avoidance of doubt, this paragraph shall apply only to the extent you violate a promise set forth in Section 5 that is applicable in the State in which your employment with the Company is based, pursuant to Section 5(H).

GENERAL

8. DISPUTE RESOLUTION

(i) You and the Company each agree that any controversy, claim, or dispute arising out of or relating to these Standard Terms and Conditions or arising out of or relating to your employment relationship with the Company or any of its affiliates, the termination of such relationship, your conduct following the termination of such relationship, or any application you submitted for employment with the Company, shall be resolved by binding arbitration before a neutral arbitrator on an individual basis only, and not in any form of class, collective, or private attorney general representative proceeding. By way of example only, claims subject to this agreement to arbitrate include claims litigated under federal, state and local statutory or common law, such as the Family Medical Leave Act, the Age Discrimination in Employment Act of 1967, Older Workers Benefit Protection Act of 1990, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1990, the Americans with Disabilities Act, the Federal Employers Liability Act, the Federal Railway Safety Act, the Worker Adjustment and Retraining Notification Act, the Genetic Information Nondiscrimination Act, the law of contract and the law of tort. You and the Company each agree that such claims may be brought in an appropriate administrative forum, but if you or the Company seek a judicial forum to resolve the matter, this agreement for binding arbitration will become immediately effective, and you and the Company each hereby knowingly and voluntarily waive any right to have any such dispute tried and adjudicated by a judge or jury.

(ii) For disputes arising under Sections 5 and 7 of these Terms and Conditions, the parties will submit the dispute, within 30 business days following service of notice of such dispute by one party on the other, to the American Arbitration Association (AAA) for prompt resolution in the State in which your employment with the Company is based, under AAA rules for employment disputes. For all other disputes within the scope of subpart (i), the parties will submit the dispute, within 30 business days following service of notice of such dispute by one party on the other, to AAA for prompt resolution in Salt Lake City, Utah, also under AAA rules for employment disputes. In either case, there shall be a single arbitrator, chosen in accordance with AAA rules, who at such time shall be on AAA's Judicial Panel. If there are no AAA arbitrators in the applicable State, another arbitrator shall be selected from that State or a neighboring State, but the arbitration will still be conducted in the State in which your employment with the Company is based. The decision of the arbitrator will be final and binding upon the parties, and judgment may be entered thereon in accordance with applicable law in any court having jurisdiction. The arbitrator shall have the authority to make an award of monetary damages and interest thereon. The arbitrator shall have no authority to award, and the parties hereby waive any right to seek or receive, specific performance or an injunction, punitive or exemplary damages, except that the arbitrator shall have authority to issue injunctive relief to enforce the covenants in Sections 6 and 8, to the extent those covenants apply in the State in which your employment with the Company is based. The arbitrator will have no authority to order a modification or amendment of these Standard Terms and Conditions, except that if the arbitrator finds any covenant in Sections 5 and 7 of this agreement to be unenforceable as written, the arbitrator shall deem the agreement amended in order to give each such covenant its maximum effect, to the extent permitted by law in the State in which your employment with the Company is based. The arbitrator shall have the authority to award costs of arbitration, including reasonable attorney's fees, to the prevailing party, but in the absence of such award the parties shall bear their own attorney and filing fees unless otherwise agreed upon mutually by the parties or required by law. The Company shall bear the cost of the arbitrator's fees.

(iii) Notwithstanding the foregoing, the Company may seek injunctive relief to enforce any one or more of the covenants set forth in Sections 5 or 7 of these Terms and Conditions, in a court of competent jurisdiction, as set forth in Section 10 below. You specifically agree that a court of competent jurisdiction may enter preliminary injunctive relief to restrain violations of any of the covenants in Sections 5 or 7 of these Terms and Conditions, pending arbitration or other litigation. For the avoidance of doubt, this provision only applies to the promises set forth in Sections 5 or 7, to the extent those Sections are applicable in the State in which your employment with the Company is based.

9. SEVERABILITY

If any provision of these Standard Terms and Conditions is, becomes, or is deemed to be invalid, illegal, or unenforceable in any jurisdiction, such provision shall be construed or deemed amended or limited in scope to conform to applicable laws or, in the discretion of the Company, it shall be stricken and the remainder of these Standard Terms and Conditions shall remain in force and effect.

10. CHOICE OF LAW; JURISDICTION

All questions pertaining to the construction, regulation, validity, and effect of these Standard Terms and Conditions shall be determined in accordance with the laws of the State of Utah, without regard to the conflict of laws doctrine, with the exception of Sections 5 or 7. All questions pertaining to the construction, regulation, validity, and effect of Sections 5 or 7 shall be determined in accordance with the laws of the State in which your employment with the Company is based. With respect to any claim or dispute involving your Grant and/or these Standard Terms and Conditions that is not subject to the arbitration pursuant to Section 10 hereof, other than those arising from Sections 5 or 7, you and the Company each hereby consent and submit to the personal jurisdiction and venue of any state or federal court located in the county of Salt Lake City within the State of Utah and, recognizing the appropriateness of the State of Utah for any such matters due to the Company being incorporated in Utah, you and the Company hereby agree and consent to the state and federal courts located in the county of Salt Lake City within the State of Utah as the sole and exclusive forum for resolution of any and all claims, causes of action or disputes arising out of or related to your Award and these Standard Terms and Conditions (including all terms incorporated by reference into these Standard Terms and Conditions).

You and the Company further agree that, if any one or more of the provisions of Section 5 are determined to be unenforceable by reason of it being overly broad, such provision shall be deemed to be modified to permit its enforcement to the maximum extent permitted by law.

11. AMENDMENTS

The Plan and these Standard Terms and Conditions may be amended or altered by the Committee or the Company's Board of Directors to the extent provided in the Plan.

12. RESTRICTIONS ON RESALES OF SHARES

The Company may impose such restrictions, conditions or limitations as it determines appropriate as to the timing and manner of any resales by you or other subsequent transfers by you of any Common Stock issued in respect of vested Stock Units, including without limitation (a) restrictions under an insider trading policy, (b) restrictions designed to delay and/or coordinate the timing and manner of sales by you and other holders and (c) restrictions as to the use of a specified brokerage firm for such resales or other transfers.

13. INCOME TAXES

The Company shall not deliver shares in respect of any Stock Units unless and until you have made satisfactory arrangements to pay or otherwise satisfy all applicable tax withholding obligations. Unless you pay the tax withholding obligations to the Company by cash or check in connection with the delivery of the Common Stock, withholding may be effected, at the Company's option, by withholding Common Stock issuable in connection with the vesting of the Stock Units (provided that shares of Common Stock may be withheld only to the extent that such tax withholding will not result in adverse accounting treatment for the Company). You acknowledge that the Company shall have the right to deduct any taxes required to be withheld by law in connection with the delivery of the Stock Units from any amounts payable by it to you (including, without limitation, future cash wages).

14. NON-TRANSFERABILITY OF AWARD

You understand, acknowledge and agree that, except as otherwise provided in the Plan, the Stock Units may not be sold, assigned, transferred, pledged or otherwise directly or indirectly encumbered or disposed of prior to the payment of the Common Stock to you as provided in Section 4 hereof. Your beneficiaries and anyone claiming an interest in the Stock Units through you are subject to all of the terms and conditions applicable to you, other than the covenants set forth in Section 5.

15. CLAWBACK AND RECOUPMENT

If you are or become a Covered Executive or Other Executive under the Company's Policy for Recoupment of Certain Compensation, you agree that your Award is subject to recoupment, including in connection with a financial restatement or any detrimental conduct, pursuant to and in accordance with the Company's Policy for Recoupment of Certain Compensation, as amended from time to time, and pursuant to any other policy the Company may adopt pursuant to the Dodd-Frank Wall Street Reform and Consumer Protection Act, other applicable law, or stock exchange listing standard. No recovery of compensation under such a clawback policy shall be treated as an event giving rise to a right to terminate employment for "good reason" or "constructive termination" (or any similar term) under any agreement with the Company. In addition, if you are or become a Covered Executive or Other Executive under the Company's Policy for Recoupment of Certain Compensation, you agree that that the Company shall not indemnify you against any liability or loss (including without limitation the loss of any incentive-based compensation, any payment or reimbursement for the cost of third-party insurance purchased by you to fund potential recovery obligations with respect to the Company's Policy for Recoupment of Certain Compensation, or any judgments, fines, taxes, penalties or amounts paid in settlement by or on behalf of you) incurred by you in connection with or as a result of any action taken by the Company to enforce the terms of the Company's Policy for Recoupment of Certain Compensation (a "Clawback Proceeding"), or provide any indemnification or advancement of expenses (including attorneys' fees) incurred by you in connection with any such Clawback Proceeding.

16. LIMITATION OF INTEREST IN SHARES SUBJECT TO STOCK UNITS

Neither you (individually or as a member of a group) nor any beneficiary or other person claiming under or through you shall have any right, title, interest, or privilege in or to any shares of Common Stock allocated or reserved for the purpose of the Plan or the Key Employee Continuity Plan, or subject to the Grant Notice or these Standard Terms and Conditions, except as to such shares of Common Stock, if any, as shall have been issued to such person upon vesting of the Stock Units, which shares shall remain subject to the conditions set forth in these Standard Terms and Conditions. Nothing in the Plan, in the Key Employee Continuity Plan, in the Grant Notice, in these Standard Terms and Conditions, or in any other instrument executed pursuant to the Plan shall confer upon you any right to continue in the Company's employ or service nor limit in any way the Company's right to terminate your employment at any time for any lawful reason.

17. OTHER AGREEMENTS SUPERSEDED

The Grant Notice, these Standard Terms and Conditions, the Plan and, as applicable, the Key Employee Continuity Plan constitute the entire understanding between you and the Company regarding the Stock Units. Any prior agreements, commitments or negotiations concerning the Stock Units are superseded.

18. REVIEW PERIOD/NOTICE FOR CERTAIN EMPLOYEES

IF YOU ARE EMPLOYED BY THE COMPANY IN THE STATE OF **COLORADO** AND ARE SUBJECT TO THE RESTRICTIONS IN SECTIONS 5(E), (F) and (G), YOU ACKNOWLEDGE THAT YOU RECEIVED THIS AGREEMENT BEFORE THE EARLIER OF ITS EFFECTIVE DATE OR THE EFFECTIVE DATE OF ANY ADDITIONAL COMPENSATION OR CHANGE IN THE TERMS OR CONDITIONS OF EMPLOYMENT THAT PROVIDES CONSIDERATION FOR THE COVENANTS IN THIS AGREEMENT. YOU ACKNOWLEDGE THAT YOU HAVE 14 CALENDAR DAYS FROM THE DAY YOU RECEIVED THIS AGREEMENT TO REVIEW IT AND THAT YOU ARE ADVISED TO CONSULT LEGAL COUNSEL PRIOR TO SIGNING IT.

IF YOU ARE EMPLOYED BY THE COMPANY IN THE **DISTRICT OF COLUMBIA** AS A "HIGHLY COMPENSATED EMPLOYEE," AS DEFINED IN SECTION 5(H), YOU ACKNOWLEDGE THAT YOU HAVE HAD AT LEAST 14 CALENDAR DAYS BEFORE YOU BEGAN YOUR EMPLOYMENT TO REVIEW THIS AGREEMENT, OR IF YOU ARE A CURRENT EMPLOYEE, 14 DAYS FROM THE DAY YOU RECEIVED THIS AGREEMENT TO REVIEW IT. PLEASE ALSO TAKE NOTICE THAT THE DISTRICT'S BAN ON NON-COMPETE AGREEMENTS AMENDMENT ACT OF 2020, AS AMENDED LIMITS THE USE OF NON-COMPETE AGREEMENTS. IT ALLOWS EMPLOYERS TO REQUEST NON-COMPETE AGREEMENTS FROM HIGHLY COMPENSATED EMPLOYEES, AS THAT TERM IS DEFINED IN THE BAN ON NON-COMPETE AGREEMENTS AMENDMENT ACT OF 2020, AS AMENDED, UNDER CERTAIN CONDITIONS. IF YOU MEET THE COMPENSATION THRESHOLDS SET FORTH IN SECTIONS 5(E) AND (G), THE COMPANY HAS DETERMINED THAT YOU ARE A HIGHLY COMPENSATED EMPLOYEE. FOR MORE INFORMATION ABOUT THE BAN ON NON-COMPETE AGREEMENTS AMENDMENT ACT OF 2020, AS AMENDED, CONTACT THE DISTRICT OF COLUMBIA DEPARTMENT OF EMPLOYMENT SERVICES (DOES).

IF YOU ARE EMPLOYED BY THE COMPANY IN THE STATE OF **ILLINOIS**, YOU ACKNOWLEDGE THAT YOU HAVE AT LEAST 14 CALENDAR DAYS FROM THE DAY YOU RECEIVED THIS AGREEMENT TO REVIEW IT AND THAT YOU ARE ADVISED TO CONSULT LEGAL COUNSEL PRIOR TO SIGNING IT.

IF YOU ARE EMPLOYED BY THE COMPANY IN THE COMMONWEALTH OF **VIRGINIA**, YOU ACKNOWLEDGE THAT YOU HAVE BEEN PROVIDED A COPY OF THIS AGREEMENT AT LEAST THREE BUSINESS DAYS BEFORE THE DEADLINE TO SIGN THIS AGREEMENT.

IF YOU ARE EMPLOYED BY THE COMPANY IN THE STATE OF **WASHINGTON**, YOU ACKNOWLEDGE THAT IF THIS AGREEMENT IS ENTERED INTO AFTER THE START OF YOUR EMPLOYMENT, YOU RECEIVED INDEPENDENT CONSIDERATION FOR ENTERING INTO THIS AGREEMENT. IF YOU ARE A NEW EMPLOYEE, YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED THIS AGREEMENT OR A WRITTEN DESCRIPTION OF ITS COVENANTS NO LATER THAN THE TIME OF THE INITIAL ORAL OR WRITTEN ACCEPTANCE OF THE OFFER OF EMPLOYMENT.

Union Pacific Corporation

Confidentiality And Insider Trading Policy

This Policy applies to all employees, executives and directors (all such persons are referred to as "**Company Persons**") of Union Pacific Corporation and its subsidiaries (the "**Company**"), as well as members of their immediate family, and Controlled Entities, all as explained and defined in Part IV of this Policy (all such persons subject to this Policy are referred to as "**Covered Persons**").

I. Confidential Information

A. General Statement

All Company Persons are expected to maintain in strict confidence all information about the Company gained in the course of their duties. Such information may not be used for personal advantage or for the benefit of others. These same restrictions apply to information learned about customers, suppliers, competitors and other companies in the course of work for the Company.

Company Persons with access to "**material nonpublic information**" (as defined in Part IV of this Policy) should distribute such information within the Company only on a strict "need to know basis" and should not provide such information to any person outside of the Company unless expressly authorized to do so by one of the Company's executive officers or legally mandated.

Company Persons, other than specifically designated persons, should not respond to inquiries from the investment community, which includes shareholders, investors, securities analysts, institutional investors, investment advisers, investment companies and related persons. Any such inquiries should be directed to Bradley Stock, Assistant Vice President---Investor Relations, at (402) 544-4227.

II. Insider Trading

A. General Statement

No Company Person may purchase, sell, gift, or otherwise engage in a transaction in the securities of a company at any time when the person has material nonpublic information about that company learned in the course of their work with Union Pacific. No Company Person may communicate material nonpublic information to a third party or suggest that anyone purchase, sell, gift, or otherwise engage in a transaction in any company's securities (i.e., "tipping" information) while aware of material nonpublic information about that company learned in the course of their work with Union Pacific. These restrictions on "insider trading" and "tipping" are not limited to Company securities, but also include trading in the securities of other companies, such as customers, suppliers, and competitors of the Company, when the person is in possession of material nonpublic information relevant to the other company as a result of the Company Person's employment or relationship with the Company. The foregoing restrictions apply to a Company Person's immediate family members and Controlled Entities to the same extent that they apply to the Company Person.

These restrictions apply to stock market as well as off-market transactions, including transactions in securities held in a brokerage account or within the Company's 401(k) or similar thrift plans, as well a gifts or donations of securities. With respect to Company securities, these restrictions on insider trading are applicable to the Company's common stock, options to purchase or sell or other "derivative securities" with a value tied to that of the Company's common stock (regardless of

whether the option was issued by the Company or is a market-traded option), and any other type of securities that the Company may issue, such as preferred stock, convertible debentures and warrants.

B. Additional Guidelines and Restrictions

Additional guidelines and restrictions are discussed in Part V of this Policy. All Covered Persons are subject to the prohibition on hedging transactions and short sales set forth in Part V, Section B. Members of the Union Pacific Board of Directors and certain executives and other employees who are so designated and notified from time to time by electronic communication from the Company's Stock Administration Department and/or the Law Department, as well as their Family Members and Controlled Entities (all such persons and entities, "**Restricted Persons**") are subject to additional restrictions as set forth in Part V, Section C. Members of the Union Pacific Board of Directors and executives who are subject to Section 16 of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), as well as their Family Members and Controlled Entities (all such persons and entities, "**Section 16 Persons**") and certain other Restricted Persons are further subject to the restrictions set forth in Part V, Sections D through G.

III. Compliance and Certification

A. Consequences of Violation

Violations of this Policy may subject a Covered Person to disciplinary action including, in appropriate circumstances, termination of employment. In addition, violations of this Policy may result in prosecution by the SEC or criminal prosecution by the Department of Justice. The SEC may seek substantial civil penalties against a person who engages in insider trading or tipping. Any person who violates the federal insider trading laws, including by tipping another person who trades, may have to pay penalties and civil fines of up to three times the profit gained or loss avoided by such trading. The Company may also face civil penalties for employees' insider trading violations. In addition, insider trading can result in criminal fines and imprisonment. The SEC and several U.S. Attorneys' offices in recent years have been vigorously enforcing the insider trading laws against both individuals and institutions, including cases involving a relatively small number of shares where the violation resulted in little or no profits.

B. Certification

Restricted Persons and certain other employees are required annually to certify their understanding of and agreement to comply with this Policy.

IV. Definitions and Scope of This Policy

A. Covered Persons

All persons subject to this Policy are referred to as "Covered Persons". This Policy applies to:

- "Company Persons," defined as all employees, executives and directors of Union Pacific Corporation and its subsidiaries;
- "Family Members," which means any family member of a Company Person who resides with the Company Person (including a spouse, a child, stepchildren, grandchildren, parents, stepparents, grandparents, siblings and in-laws), anyone else who lives in a Company Person's household (other than household employees), and any family members who do not live in their household but whose transactions in Company securities are directed by a Covered Person or are subject to a Covered Person's influence or control, such as parents or children who consult with you before they trade in Company securities (collectively referred to as "Family Members"); and

- "Controlled Entities," which means any corporation, partnership, trust or other entity controlled, influenced or managed by a Company Person or their Family Members.

B. Definition of Material Nonpublic Information

Information about the Company is considered material if there is a substantial likelihood that a reasonable investor would:

consider the information important in making an investment decision; or

view the information as significantly altering the total mix of information about the Company available in the marketplace.

Either positive or negative information **may** be material. Under these standards, Company information that may be material includes, but is not limited to:

information about earnings, revenues or capital expenditures, including any updates or reaffirmations of such information that was previously disseminated to the public and any unexpected financial results or unpublished financial reports or projections;

new and substantial products or contracts, or significant developments regarding significant customers or suppliers;

significant changes in product offerings, or price changes;

interruption of operations or other aspects of the business due to an accident, fire, natural disaster, breakdown of labor negotiations or any major shutdowns;

service metrics and volume data (other than those made available publicly through the American Association of Railroads or the Surface Transportation Board, including any internal alternative calculations of publicly available metrics);

information about new and significant operational initiatives or similar plans, and the proposed implementation schedules for such initiatives and plans;

information regarding investors or potential investors, including nonpublic information regarding meetings with investors and investments in Company securities;

changes in control or in directors or senior management of the Company;

mergers, acquisitions, tender offers, joint ventures or other significant changes to Company assets;

major environmental incidents;

major marketing changes;

a cybersecurity incident, whether or not known to be critical or potentially significant;

changes in the Company's auditors or a notification from its auditors that the Company may no longer rely on the auditors' audit report;

significant labor disputes;

institution of, or developments in, significant litigation, investigation, regulatory actions or governmental proceedings; and

major events regarding the Company's securities, such as dividend policy changes, the declaration of a stock split, or the proposed or contemplated issuance, redemption, or repurchase of securities.

Information about the Company is considered public once it has been distributed in a manner that makes it available to investors generally and enough time has elapsed to permit the investment market to absorb and evaluate the information. Examples of public dissemination include, but are not limited to, press releases, annual reports to shareholders and filings with the Securities and Exchange Commission ("SEC"), such as Forms 10-K, 10-Q and 8-K. You should generally consider

information to be nonpublic until one full trading day has elapsed following public disclosure. A "trading day" is a day on which the New York Stock Exchange is open for business. The fact that rumors, speculation, or statements attributed to unidentified sources are public is insufficient to be considered widely disseminated even when the information is accurate.

V. Additional Guidelines and Restrictions

A. Post-Termination Transactions

Once you are no longer a Company Person, you and your Family Members and Covered Entities will cease to be subject to this Policy. However, the laws that prohibit insider trading will continue to apply, and if you possess material nonpublic information about the Company or another company that you obtained in the course of your work with Union Pacific, you and your Family Members and Covered Entities should not trade that company's securities.

B. Restrictions on Hedging and Short Sales

Covered Persons are prohibited from hedging activities relating to the Company's securities, such as (i) buying, selling or writing puts, calls or options related to the Company's common stock and (ii) executing straddles, equity swaps and similar derivative arrangements that hedge or offset, or are designed to hedge or offset, any decrease in the market value of the Company's common stock. In addition, if you are aware of material nonpublic information about another company that you learned in the course of working for Union Pacific, you are prohibited from engaging in any transaction involving hedging activities, such as (x) buying, selling or writing puts, calls or options involving or related to that other company's securities and (y) executing straddles, equity swaps and similar derivative arrangements involving or related to that other company's securities. Covered Persons are also prohibited from engaging in short sales of Company securities (i.e., sales of securities that are not then owned), including a "sale against the box" (a sale with delayed delivery).

C. Blackout Periods

Restricted Persons are required to comply with additional trading restrictions. Restricted Persons may only trade in Company securities during an "Open Window Period." The Open Window Period will be communicated to Restricted Persons each quarter. However, even if there is an Open Window Period, Restricted Persons may not trade in Company securities if they are aware of material nonpublic information about the Company.

Generally, all pending purchase and sale orders or other transactions involving Company securities that could be, but have not been, executed during the Open Window Period must be cancelled before it closes, unless those transactions are scheduled to occur under an approved Rule 10b5-1 Trading Plan. In addition, unless otherwise approved by the Chief Legal Officer or VP Law – Finance and Compliance, or other comparable executive responsible for securities compliance (the "Designated Officer"), Restricted Persons should not make any election outside of the Open Window Period under any employee benefit plan that will result in a transaction in Company securities, including any election to change the amount that is contributed to or held in Company stock under the Company's 401(k) plan or similar thrift plans.

From time to time the Company may impose a blackout on transactions outside of the Open Window Period due to developments involving material nonpublic information. In such events, the Company will notify particular individuals that they should not engage in any transactions involving the purchase or sale of Company securities and should not disclose to others the fact that the trading blackout has been imposed.

D. Preclearance

The Company requires Section 16 Persons and other executive officers who have been notified that they are subject to this provision to contact the Chief Legal Officer or VP Law – Finance and Compliance, or other comparable executive responsible for securities compliance (the "Designated Officer") in advance of the Restricted Person effecting any purchase, sale, gift, or other transaction involving Company securities, including a stock plan transaction such as an option exercise, transfers to or

from a trust, or any other transfer, and obtain prior approval of the transaction from the Designated Officer. Requests should be submitted to the Designated Officer at least two trading days in advance of the proposed transaction. The Designated Officer will then determine whether the transaction may proceed. This preclearance policy applies even if the Restricted Person is initiating a transaction during an Open Window Period.

If a transaction is approved under the preclearance policy, the transaction should be entered into within five trading days after the approval is obtained, but regardless may not be executed if the Restricted Person acquires material nonpublic information concerning the Company before engaging in the transaction. If a transaction is not effected within the period described above, the transaction must be approved again before it may be executed.

If a proposed transaction is not approved under the preclearance policy, the Restricted Person should refrain from initiating any transaction in Company securities and should not inform anyone within or outside of the Company of the restriction.

E. Sales of Company Common Stock

The Company requires sales or transfers by Section 16 Persons and other executive officers who have been notified that they are subject to this provision to occur pursuant to an Exchange Act Rule 10b5-1 Trading Plan that satisfies the restrictions in Appendix A, "*Guidelines for Rule 10b5-1 Trading Plans,"* unless the Designated Officer grants an exception. Shares of common stock or units representing ownership of the Company's common stock owned by Executives in any Company 401(k) plan (or similar thrift plans) are exempt from the requirements set forth in this Section E and, therefore, such shares or units may be sold or transferred without establishing a Rule 10b5-1 Trading Plan. However, any such sale or transfer must be pursuant to an election or instruction that is (i) made during an Open Window Period *and* when such Executive is not in possession of material nonpublic information regarding the Company, and (ii) pre-cleared by the Designated Officer.

F. Restrictions on Discretionary Trading by Third Party Managers

In order to avoid inadvertent violations of the insider trading laws, Section 16, and Company policies, Section 16 Persons and other executives who are subject to the preclearance requirements set forth in Section D above should deliver written instructions to any third party broker or investment advisor or manager who has authority to execute trades on their behalf (including under any "managed account") expressly prohibiting their broker or advisor from executing transactions involving Company common stock in or for the benefit of any account owned by, or attributable to, them without first obtaining their consent to any such transaction. Section 16 Persons and others subject to the preclearance requirements should satisfy those notice and pre-clearance requirements discussed above prior to consenting to any such transaction.

G. Restrictions on Pledging Company Securities

Section 16 Persons may not pledge, deliver as collateral, or otherwise subject to a security interest any shares (restricted or otherwise) of Company common stock or options or other rights to acquire such stock. The foregoing also expressly prohibits the pledge or delivery of Company common stock or options or other rights to acquire such stock to open or maintain any margin or similar account. All of these arrangements may result in a sale of Company common stock without notice to, or consent of, the Section 16 Person. Such involuntary sales could result in short-swing profit liability under Section 16 of the Securities Exchange Act or violate this Policy, the insider trading provisions of the Exchange Act, or certain provisions of the Exchange Act adopted pursuant to the Sarbanes-Oxley Act of 2002.

Shares of Company common stock owned by executives who are not Section 16 Persons that exceed an executive's stock ownership target may be pledged, although the Company cautions executives from entering into such transactions, and any such pledge should not represent a significant amount of an executive's holdings of Company common stock. Pledged Company common stock is not included in overall stock ownership shares and significant pledging of Company common stock may be considered a governance risk or oversight failure, which could result in negative implications to the Company.

VI. Questions

Any questions about this Policy should be directed to:

VP Law – Finance and Compliance
Union Pacific Corporation
1400 Douglas Street, Stop 1580
Omaha, Nebraska, 68179
or (402) 544-3440

Last Updated: October 1, 2024
Last Reviewed: October 1, 2024

Appendix A

Guidelines for Rule 10b5-1 Trading Plans

As discussed in the Policy, Rule 10b5-1 provides an affirmative defense from insider trading liability. All Section 16 Persons and other executive officers who have been notified that they are subject to the requirements in Part V, Section E of the Policy may sell or otherwise transfer shares of Company common stock in the open market or to another person or entity only pursuant to an Exchange Act Rule 10b5-1 trading plan that satisfies the following restrictions, unless the Chief Legal Officer or VP Law – Finance and Compliance, or other comparable executive responsible for securities compliance (the "Designated Officer") grants an exception. Capitalized terms used in these guidelines without definition have the meaning set forth in the Policy.

These guidelines are in addition to, and not in lieu of, the requirements and conditions of Rule 10b5-1. The Designated Officer will interpret and administer these guidelines for compliance with Rule 10b5-1, the Policy and the requirements below. No personal legal or financial advice is being provided by the Designated Officer regarding any Rule 10b5-1 Trading Plan or proposed trades. Restricted Persons remain ultimately responsible for ensuring that their Rule 10b5-1 Trading Plans and contemplated transactions fully comply with applicable securities laws. It is recommended that Restricted Persons consult with their own attorneys or other advisors about any contemplated Rule 10b5-1 Trading Plan. Note that for any Section 16 Person, the Company is required to disclose the material terms of his or her Rule 10b5-1 Trading Plan (and may be required to disclose the material terms of Rule 10b5-1 Trading Plans of Family Members and Controlled Entities of such persons), other than with respect to price, in its Form 10-K or Form 10-Q for the quarter in which the Rule 10b5-1 Trading Plan is adopted, as well as disclosing any termination or modification of a Rule 10b5-1 Trading Plan.

1. The Rule 10b5-1 Trading Plan must be reviewed and approved in advance by the Designated Officer. It is recommended that you submit Rule 10b5-1 Trading Plans to the Designated Officer several days prior to when you plan to enter into the plan to allow for review and preclearance in accordance with the procedures set forth in the Policy and these guidelines. The Company may require use of a standardized form of Rule 10b5-1 trading plan.

2. All Executive Officers and other Restricted Persons subject to the Company's stock ownership guidelines may sell or otherwise transfer shares of Company common stock in the open market or to another person or entity only if they have satisfied the applicable ownership target set forth in the stock ownership guidelines, and may only sell shares of Company common stock that exceed their ownership target ("Eligible Shares").

3. Eligible Shares may only be sold or transferred pursuant to a written Exchange Act Rule 10b5-1 trading plan that:
   (i) is adopted during an Open Window Period, when a trading blackout is not in effect *and* when such Executive is not in possession of material nonpublic information regarding the Company,
   (ii) has been reviewed and approved by the CLO or VP Law – Finance and Compliance,
   (iii) complies with the requirements of Rule 10b5-1(c) of the Exchange Act,
   (iv) provides that no transaction will occur until the applicable "cooling off" period under Rule 10b5-1(c)(1)(ii)(B) is satisfied (generally, for Section 16 Persons, at least 91 days from the date the trading plan is entered into, and for others, at least 31 days from the date the trading plan is entered into),
   (v) provides that the plan was entered into in good faith and cannot be suspended, modified, or terminated without approval from the Designated Officer, and
   (vi) provides that no more than 50% of the shares to be sold under the trading plan can be sold in any one calendar week.

4. The total sales of Eligible Shares during any calendar year may not exceed 50% of the total shares of Company common stock beneficially owned by the person entering into the trading plan, using the immediately preceding

February 1st as the measurement date. For purposes of these guidelines, the number of shares beneficially owned will be calculated in accordance with the Company's stock ownership guidelines.

5. Modifications, amendments and terminations of an existing Rule 10b5-1 Trading Plan are strongly discouraged due to legal risks, and can affect the validity of trades that have taken place under the plan prior to such modification, amendment or termination. If a Restricted Person is considering any modification or amendment to or termination of a Rule 10b5-1 trading plan, that person should consult with the Designated Officer in advance. Any modification, amendment or termination of an existing Rule 10b5-1 Trading Plan must be reviewed and approved in advance by the Designated Officer in accordance with preclearance procedures set forth in the Policy and these guidelines.

SIGNIFICANT SUBSIDIARIES OF UNION PACIFIC CORPORATION

Name of Corporation	State of Incorporation
Union Pacific Railroad Company	Delaware

Exhibit 23

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in the Post-Effective Amendment No.1 to Registration Statement No. 33-12513, Registration Statement No. 33-53968, Registration Statement No. 33-49785, Registration Statement No. 33-49849, Registration Statement No. 333-10797, Registration Statement No. 333-88709, Registration Statement No. 333-42768, Registration Statement No. 333-106707, Registration Statement No. 333-106708, Registration Statement No. 333-105714, Registration Statement No. 333-105715, Registration Statement No. 333-116003, Registration Statement No. 333-132324, Registration Statement No. 333-155708, Registration Statement No. 333-170209, Registration Statement No. 333-170208, Registration Statement No. 333-188671, Registration Statement No. 333-260789, Registration Statement No. 333-260788, Registration Statement No. 333-256460, Registration Statement No. 333-276121, and Registration Statement No.333-276122 on Form S-8, Registration Statement No. 333-214407, Registration Statement No. 333-236860, Registration Statement No. 333-258422, and Registration Statement No. 333-252948 on Form S-4, and Registration Statement No. 333-201958, Registration Statement No. 333-222979, Registration Statement No. 333-252947, and Registration Statement No. 333-277044 on Form S-3 of our reports dated February 7, 2025, relating to the consolidated financial statements of Union Pacific Corporation and Subsidiary Companies (the Corporation), and the effectiveness of the Corporation's internal control over financial reporting, appearing in this Annual Report on Form 10-K for the year ended December 31, 2024.

/s/ Deloitte & Touche LLP

Omaha, Nebraska
February 7, 2025

Exhibit 24

UNION PACIFIC CORPORATION
Powers of Attorney

Each of the undersigned directors of Union Pacific Corporation, a Utah corporation (the Company), do hereby appoint each of V. James Vena and Craig V. Richardson his or her true and lawful attorney-in-fact and agent, to sign on his or her behalf the Company's Annual Report on Form 10-K, for the year ended December 31, 2024, and any and all amendments thereto, and to file the same, with all exhibits thereto, with the Securities and Exchange Commission.

IN WITNESS WHEREOF, the undersigned have executed this Power of Attorney as of February 6, 2025.

/s/ William J. DeLaney
William J. DeLaney

/s/ David B. Dillon
David B. Dillon

/s/ Sheri H. Edison
Sheri H. Edison

/s/ Teresa M. Finley
Teresa M. Finley

/s/ Deborah C. Hopkins
Deborah C. Hopkins

/s/ Jane H. Lute
Jane H. Lute

/s/ Michael R. McCarthy
Michael R. McCarthy

/s/ Doyle R. Simons
Doyle R. Simons

/s/ John K. Tien Jr.
John K. Tien, Jr.

/s/ John P. Wiehoff
John P. Wiehoff

/s/ Christopher J. Williams
Christopher J. Williams

Exhibit 31(a)

CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER

I, V. James Vena, certify that:

1. I have reviewed this annual report on Form 10-K of Union Pacific Corporation;

2. Based on my knowledge, this report does not contain any untrue statement of material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 7, 2025

/s/ V. James Vena

V. James Vena

Chief Executive Officer

Exhibit 31(b)

CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER

I, Jennifer L. Hamann, certify that:

1. I have reviewed this annual report on Form 10-K of Union Pacific Corporation;

2. Based on my knowledge, this report does not contain any untrue statement of material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 7, 2025

/s/ Jennifer L. Hamann

Jennifer L. Hamann
Executive Vice President and
Chief Financial Officer

Exhibit 32

CERTIFICATION OF CHIEF EXECUTIVE OFFICER PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the accompanying Annual Report of Union Pacific Corporation (the Corporation) on Form 10-K for the period ending December 31, 2024, as filed with the Securities and Exchange Commission on the date hereof (the Report), I, V. James Vena, Chief Executive Officer of the Corporation, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Corporation.

By: /s/ V. James Vena
V. James Vena
Chief Executive Officer
Union Pacific Corporation

February 7, 2025

A signed original of this written statement required by Section 906 has been provided to the Corporation and will be retained by the Corporation and furnished to the Securities and Exchange Commission or its staff upon request.

CERTIFICATION OF CHIEF FINANCIAL OFFICER PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the accompanying Annual Report of Union Pacific Corporation (the Corporation) on Form 10-K for the period ending December 31, 2024, as filed with the Securities and Exchange Commission on the date hereof (the Report), I, Jennifer L. Hamann, Executive Vice President and Chief Financial Officer of the Corporation, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Corporation.

By: /s/ Jennifer L. Hamann
Jennifer L. Hamann
Executive Vice President and
Chief Financial Officer
Union Pacific Corporation

February 7, 2025

A signed original of this written statement required by Section 906 has been provided to the Corporation and will be retained by the Corporation and furnished to the Securities and Exchange Commission or its staff upon request.

EXHIBIT 6.2

NORFOLK SOUTHERN CORPORATION FORM 10-K
FOR FISCAL YEAR ENDED DECEMBER 31, 2024
(FILED WITH THE SEC ON FEB. 10, 2025)

UNITED STATES SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549
FORM 10-K

☒ ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
for the fiscal year ended **December 31, 2024**

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
for the transition period from _____ to_____

Commission File Number 1-8339

NORFOLK SOUTHERN CORPORATION
(Exact name of registrant as specified in its charter)

Virginia	**52-1188014**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)
650 West Peachtree Street NW	
Atlanta, Georgia	**30308-1925**
(Address of principal executive offices)	(Zip Code)

(855) 667-3655
(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Norfolk Southern Corporation Common Stock (Par Value $1.00)	**NSC**	**New York Stock Exchange**

Securities registered pursuant to Section 12(g) of the Act: NONE

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☒ No ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.
Large accelerated filer ☒ Accelerated filer ☐ Non-accelerated filer ☐ Smaller reporting company ☐ Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. ☒

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements. ☐

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b). ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes ☐ No ☒

The aggregate market value of the voting common equity held by non-affiliates at June 30, 2024 was $48,522,427,121 (based on the closing price as quoted on the New York Stock Exchange on June 30, 2024).

The number of shares outstanding of each of the registrant's classes of common stock, at January 31, 2025: 226,434,128 (excluding 20,320,777 shares held by the registrant's consolidated subsidiaries).

DOCUMENTS INCORPORATED BY REFERENCE: Portions of the Registrant's definitive proxy statement to be filed electronically pursuant to Regulation 14A not later than 120 days after the end of the fiscal year, are incorporated herein by reference in Part III.

TABLE OF CONTENTS

NORFOLK SOUTHERN CORPORATION AND SUBSIDIARIES

PART I

NORFOLK SOUTHERN CORPORATION AND SUBSIDIARIES

Item 1. Business and Item 2. Properties

GENERAL - Norfolk Southern Corporation (Norfolk Southern) is an Atlanta, Georgia-based company that owns a major freight railroad, Norfolk Southern Railway Company (NSR). We were incorporated on July 23, 1980, under the laws of the Commonwealth of Virginia. Our common stock (Common Stock) is listed on the New York Stock Exchange (NYSE) under the symbol "NSC."

Unless indicated otherwise, Norfolk Southern Corporation and its subsidiaries, including NSR, are referred to collectively as NS, we, us, and our.

We are primarily engaged in the rail transportation of raw materials, intermediate products, and finished goods primarily in the Southeast, East, and Midwest and, via interchange with rail carriers, to and from the rest of the United States (U.S.). We also transport overseas freight through several Atlantic and Gulf Coast ports. We offer the most extensive intermodal network in the eastern half of the U.S.

We make available free of charge through our website, www.norfolksouthern.com, our annual report on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, and all amendments to those reports as soon as reasonably practicable after such material is electronically filed with or furnished to the U.S. Securities and Exchange Commission (SEC). In addition, the following documents are available on our website and in print to any shareholder who requests them:

- Norfolk Southern Corporation Bylaws
- Charters of the Committees of the Board of Directors
- Corporate Governance Guidelines
- Categorical Independence Standards
- The Thoroughbred Code of Ethics
- Code of Ethical Conduct for Senior Financial Officers

RAILROAD OPERATIONS - At December 31, 2024, we operated approximately 19,200 route miles in 22 states and the District of Columbia.

Our system reaches many manufacturing plants, electric generating facilities, mines, distribution centers, transload facilities, and other businesses located in our service area.

Corridors with heaviest freight volume:

- New York City area to Chicago (via Allentown and Pittsburgh)
- Chicago to Macon (via Cincinnati, Chattanooga, and Atlanta)
- Central Ohio to Norfolk (via Columbus and Roanoke)
- Cleveland to Kansas City
- Birmingham to Meridian
- Memphis to Chattanooga

The miles operated, which include an exclusive operating agreement for trackage rights over property owned by North Carolina Railroad Company, were as follows:

	Mileage Operated at December 31, 2024				
	Route Miles	Second and Other Main Track	Passing Track, Crossovers, and Turnouts	Way and Yard Switching	Total
Owned	14,629	2,826	1,983	8,241	27,679
Operated under lease, contract, or trackage rights	4,525	1,735	373	720	7,353
Total	19,154	4,561	2,356	8,961	35,032

In March 2024, we completed the acquisition of a 337 mile railway line that extends from Cincinnati, Ohio to Chattanooga, Tennessee from the Cincinnati Southern Railway (CSR), which we previously operated under a lease. See further discussion in Item 7 "Management's Discussion and Analysis of Financial Condition and Results of Operations" and Item 8 "Notes to Consolidated Financial Statements."

We operate freight service over lines with significant ongoing Amtrak and commuter passenger operations and conduct freight operations over trackage owned or leased by Amtrak, New Jersey Transit, Southeastern Pennsylvania Transportation Authority, Metro-North Commuter Railroad Company, Virginia Passenger Rail Authority (VPRA), and Michigan Department of Transportation.

The following table sets forth certain statistics relating to our operations for the past five years:

	Years ended December 31,				
	2024	2023	2022	2021	2020
Revenue ton miles (billions)	178	176	179	178	164
Revenue per thousand revenue ton miles	$ 68.09	$ 69.05	$ 71.35	$ 62.56	$ 59.67
Revenue ton miles (thousands) per railroad employee	8,846	8,719	9,513	9,694	8,191
Ratio of railway operating expenses to railway operating revenues (railway operating ratio)	66.4%	76.5%	62.3%	60.1%	69.3%

RAILWAY OPERATING REVENUES - Total railway operating revenues were $12.1 billion in 2024. Following is an overview of our three commodity groups. See the discussion of merchandise revenues by major commodity group, intermodal revenues, and coal revenues and tonnage in Item 7 "Management's Discussion and Analysis of Financial Condition and Results of Operations."

MERCHANDISE - Our merchandise commodity group is composed of four groupings:

- Agriculture, forest and consumer products includes soybeans, wheat, corn, fertilizer, livestock and poultry feed, food products, food oils, flour, sweeteners, ethanol, lumber and wood products, pulp board and paper products, wood fibers, wood pulp, beverages, and canned goods.
- Chemicals includes sulfur and related chemicals, petroleum products (including crude oil), chlorine and bleaching compounds, plastics, rubber, industrial chemicals, chemical wastes, sand, and natural gas liquids.
- Metals and construction includes steel, aluminum products, machinery, scrap metals, cement, aggregates, minerals, clay, transportation equipment, and items for the U.S. military.
- Automotive includes finished motor vehicles and automotive parts.

In 2024, we handled 2.3 million merchandise carloads, which accounted for 62% of our total railway operating revenues.

INTERMODAL - Our intermodal commodity group consists of shipments moving in domestic and international containers and trailers. These shipments are handled on behalf of intermodal marketing companies, international steamship lines, premium customers, and asset-owning companies. In 2024, we handled 4.1 million intermodal units, which accounted for 25% of our total railway operating revenues.

COAL - Coal revenues accounted for 13% of our total railway operating revenues in 2024. We handled 76.7 million tons, or 0.7 million carloads, most of which originated on our lines from major eastern coal basins with the balance from major western coal basins received via the Memphis and Chicago gateways. Our coal franchise supports the electric generation market, directly serving 18 coal-fired power plants, as well as the export, domestic metallurgical, and industrial markets, primarily through direct rail and river, lake, and coastal facilities, including various terminals on the Ohio River, at Lamberts Point in Norfolk, Virginia, at the Port of Baltimore, and on Lake Erie.

FREIGHT RATES - Our predominant pricing mechanisms, private contracts and exempt price quotes, are not subject to regulation. In general, market forces are the primary determinant of rail service prices.

RAILWAY PROPERTY

Our railroad infrastructure makes us capital intensive with net properties of approximately $36 billion on a historical cost basis.

Property Additions - Property additions for the past five years were as follows:

	2024	2023	2022	2021	2020
			($ in millions)		
Road and other property	$ 1,711	$ 1,525	$ 1,345	$ 1,041	$ 1,046
Acquisition of assets of CSR	1,643	22	-	-	-
Equipment	670	802	603	429	448
Total	$ 4,024	$ 2,349	$ 1,948	$ 1,470	$ 1,494

Our capital spending and replacement programs are and have been designed to support our ability to provide safe, efficient, and reliable rail transportation services.

Equipment - Our equipment includes owned and leased locomotives and railcars; maintenance of way equipment and machinery; other equipment and tools used in our shops, offices, and facilities; and vehicles and other equipment used for maintenance, transportation, and other activities. Our equipment includes both owned equipment acquired by us and equipment held under lease arrangements. At December 31, 2024, we owned or leased the following revenue generating equipment:

	Owned	Leased	Total	Capacity of Equipment
Locomotives:				(Horsepower)
Multiple purpose	3,101	-	3,101	12,073,500
Auxiliary units	140	-	140	-
Switching	4	-	4	4,400
Total locomotives	3,245	-	3,245	12,077,900
Freight cars:				(Tons)
Gondola	17,007	3,739	20,746	2,346,243
Hopper	6,875	-	6,875	787,764
Covered hopper	5,107	310	5,417	602,841
Box	1,743	513	2,256	211,489
Flat	1,038	670	1,708	122,369
Other	121	-	121	-
Total freight cars	31,891	5,232	37,123	4,070,706
Intermodal equipment:				
Chassis	39,037	-	39,037	
Containers	17,443	-	17,443	
Total intermodal equipment	56,480	-	56,480	

The following table indicates the number and year built for locomotives and freight cars owned at December 31, 2024:

	2024	2023	2022	2021	2020	2015-2019	2010-2014	2009 & Before	Total
Locomotives:									
No. of units	-	-	-	1	10	178	325	2,731	3,245
% of fleet	-%	-%	-%	-%	-%	6%	10%	84%	100%
Freight cars:									
No. of units	254	1,059	236	-	-	3,505	6,745	20,092	31,891
% of fleet	1%	3%	1%	-%	-%	11%	21%	63%	100%

The following table shows the average age of our owned locomotive and freight car fleets at December 31, 2024 and information regarding 2024 retirements:

	Locomotives	Freight Cars
Average age - in service	29.6 years	24.2 years
Retirements	61 units	3,937 units
Average age - retired	23.9 years	42.4 years

Track Maintenance - Of the 35,000 total miles of track on which we operate, we are responsible for maintaining 28,300 miles, with the remainder being operated under trackage rights from other parties responsible for maintenance.

Over 85% of the main line trackage (including first, second, third, and branch main tracks, all excluding rail operated pursuant to trackage rights) has rail ranging from 131 to 155 pounds per yard with the standard installation currently at 136 pounds per yard. Approximately 40% of our lines, excluding rail operated pursuant to trackage rights, carried 20 million or more gross tons per track mile during 2024.

The following table summarizes several measurements regarding our track roadway additions and replacements during the past five years:

	2024	2023	2022	2021	2020
Track miles of rail installed	559	584	541	458	418
Miles of track surfaced	3,957	4,013	4,155	4,225	4,785
Crossties installed (millions)	2.1	2.1	2.2	2.0	1.8

Traffic Control - Of the 16,200 route miles we dispatch, 11,300 miles are equipped with signalization. This includes 8,500 miles governed by Centralized Traffic Control (CTC) and 2,800 miles utilizing Automatic Block Signals. Within the 8,500 CTC miles, 7,600 miles are controlled wirelessly through our data radio network and other infrastructure.

ENVIRONMENTAL MATTERS - Compliance with laws and regulations relating to the protection of the environment is one of our principal goals. With the exception of our response to the Eastern Ohio Incident (the "Incident" as defined in Note 18) such compliance has not had a material effect on our financial position, results of operations, or liquidity. For further information on the Incident and environmental matters, see Note 18 in Item 8 "Notes to Consolidated Financial Statements."

HUMAN CAPITAL MANAGEMENT

Workforce - We employed an average of 20,200 employees during 2024 and 19,600 employees at the end of 2024. Approximately 80% of our railroad employees are covered by collective bargaining agreements with various labor unions and referred to as "craft" employees. See the discussion of "Labor Agreements" in Item 7 "Management's Discussion and Analysis of Financial Condition and Results of Operations." The remainder of our workforce is composed of management employees.

Safety - Safety is a core value at Norfolk Southern. We are dedicated to providing employees with a safe workplace and the knowledge and tools they need to work safely and return home safely every day. Our commitment to an injury-free workplace is outlined in our Risk Reduction Program, which focuses on safety policies and procedures, risk-based hazard management program, safety outreach and communications, technology analysis and implementation, and collaboration with craft employees. Our safety programs, practices, and messaging further reinforce the importance of working safely including the imperative to speak up with ideas and concerns as well as reinforce the universal authority to stop work if ever unsure or detect a risk that is not adequately safeguarded. We measure employee safety performance through internal metrics such as accidents, injuries, and serious injuries per 200,000 employee-hours. We also use metrics established by the Federal Railroad

Administration (FRA) to measure FRA-reportable accidents per million train miles and injuries per 200,000 employee-hours. Given that safety continues to be a top priority, and the importance of safety among our workforce and to our business, our Board of Directors (Board) has a standing Safety Committee that, among other duties, reviews, monitors, and evaluates our compliance with our safety programs and practices.

Craft Workforce Levels and Productivity - Maintaining appropriate headcount levels for our craft-employee workforce is critical to our on-time and consistent delivery of customers' goods and operational efficiency goals. We manage this human capital metric through forecasting tools designed to ensure the optimal level of staffing to meet business demands. We measure and monitor employee productivity based on various factors, including gross ton miles per train and engine employee.

Attracting and Retaining Management Employees - Our talent strategy for management employees is essential to attracting strong candidates in a competitive talent environment. We evaluate the effectiveness of that strategy by studying market trends, benchmarking the attractiveness of our employee value proposition, maintaining a competitive compensation package, and analyzing retention data.

We also focus on driving employee engagement, which is key to increasing employee productivity, retention, and safety. We take a data-centric approach, including the use of periodic surveys among employees, to identify new initiatives that will help boost engagement and drive business results.

Employee Development and Training - We provide a range of developmental programs, opportunities, skills, and resources for our employees to be successful in their careers. We provide classroom instruction, hands-on training and simulation-based training designed to improve on-the-job effectiveness and safety outcomes.

We also use modern learning and performance technologies to offer robust professional growth opportunities. Through on-demand digital course offerings, custom-built learning paths, and in-person facilitated content, our programs provide a holistic and inclusive approach to professional development throughout an employee's career.

Workplace Experience - As a leading transportation service company, we recognize that success in the global marketplace relies on the recruitment and retention of top-tier talent, as well as leveraging the expertise and experiences of individuals from all backgrounds.

In pursuit of this goal, we are dedicated to establishing a workplace where a broad spectrum of identities, perspectives, and experiences is not only represented but also valued and empowered to thrive.

GOVERNMENT REGULATION - In addition to environmental, safety, securities, and other regulations generally applicable to all business, our railroads are subject to regulation by the U.S. Surface Transportation Board (STB). The STB has jurisdiction to varying extents over rates, routes, customer access provisions, fuel surcharges, conditions of service, and the extension or abandonment of rail lines. The STB has jurisdiction to determine whether we are "revenue adequate" on an annual basis based on the results of the prior year. A railroad is "revenue adequate" on an annual basis under the applicable law when its return on net investment exceeds the rail industry's composite cost of capital. This determination is made pursuant to a statutory requirement. The STB also has jurisdiction over the consolidation, merger, or acquisition of control of and by rail common carriers.

The relaxation of economic regulation of railroads, following the Staggers Rail Act of 1980, included exemption from STB regulation of the rates and most service terms for intermodal business (trailer-on-flat-car, container-on-flat-car), rail boxcar shipments, lumber, manufactured steel, automobiles, and certain bulk commodities such as sand, gravel, pulpwood, and wood chips for paper manufacturing. Further, all shipments that we have under contract are effectively removed from commercial regulation for the duration of the contract. Approximately 90% of our revenues comes from either exempt shipments or shipments moving under transportation contracts; the remainder comes from shipments moving under public tariff rates.

Efforts have been made over the past several years to increase federal economic regulation of the rail industry, and such efforts may continue in 2025. The Staggers Rail Act of 1980 substantially balanced the interests of shippers and rail carriers, and encouraged and enabled rail carriers to innovate, invest in their infrastructure, and compete for business, thereby contributing to the economic health of the nation and to the revitalization of the industry. Accordingly, we will continue to oppose efforts to reimpose increased economic regulation.

Railroads are also subject to the enactment of laws by Congress and regulation by the U.S. Department of Transportation (DOT) (including the FRA) and the U.S. Department of Homeland Security (DHS) (including the Transportation Security Administration (TSA)), which regulate most aspects of our operations related to safety, security, and cybersecurity.

Government regulations are further discussed within Item 1A "Risk Factors," and the safety and security of our railroads are discussed within the "Security of Operations" section contained herein.

COMPETITION - There is continuing strong competition among rail, water, and highway carriers. Price is usually only one factor of importance as shippers and receivers choose a transport mode and specific hauling company. Inventory carrying costs, service reliability, ease of handling, and the desire to avoid loss and damage during transit are also important considerations, especially for higher-valued finished goods, machinery, and consumer products. Even for raw materials, semi-finished goods, and work-in-progress, users are increasingly sensitive to transport arrangements that minimize problems at successive production stages.

Our primary rail competitor is CSX Corporation (CSX); both we and CSX operate throughout much of the same territory. Other railroads also operate in parts of the territory. We also compete with motor carriers, water carriers, and with shippers who have the additional options of handling their own goods in private carriage, sourcing products from different geographic areas, and using substitute products.

Certain marketing strategies to expand reach and shipping options among railroads and between railroads and motor carriers enable railroads to compete more effectively in specific markets.

SECURITY OF OPERATIONS - We continue to enhance the security of our rail system. Our comprehensive security plan is modeled on and was developed in conjunction with the security plan prepared by the Association of American Railroads (AAR) post September 11, 2001. The AAR Security Plan defines four Alert Levels and details the actions and countermeasures that are being applied across the railroad industry as the risk of terrorist, extremist, or seriously disruptive cyber-attack increases or decreases. The Alert Level actions include countermeasures that will be applied in three general areas: (1) operations (including transportation, engineering, and mechanical); (2) information technology and communications; and, (3) railroad police. All of our Operations Division employees are advised by their supervisors or train dispatchers, as appropriate, of any change in Alert Level and any additional responsibilities they may incur due to such change.

Our security plan also complies with DOT security regulations pertaining to training and security plans with respect to the transportation of hazardous materials. As part of the plan, security awareness training is given to all railroad employees who directly affect hazardous material transportation safety and is integrated into hazardous material training programs. Additionally, location-specific security plans are in place for rail corridors in certain metropolitan areas referred to as High Threat Urban Areas (HTUA). Particular attention is aimed at reducing risk in a HTUA by: (1) the establishment of secure storage areas for rail cars carrying toxic-by-inhalation (TIH) materials; (2) the expedited movement of trains transporting rail cars carrying TIH materials; (3) reducing the number of unattended loaded tank cars carrying TIH materials; and (4) cooperation with federal, state, local, and tribal governments to identify those locations where security risks are the highest.

We also operate four facilities that are under U.S. Coast Guard (USCG) Maritime Security Regulations. With respect to these facilities, each facility's security plan has been approved by the applicable Captain of the Port and remains subject to inspection by the USCG.

Additionally, we continue to engage in close and regular coordination with numerous federal and state agencies, including the DHS, the TSA, the Federal Bureau of Investigation, the FRA, the USCG, U.S. Customs and Border Protection, the Department of Defense, and various state Homeland Security offices.

In 2024, through the Norfolk Southern Operation Awareness and Response Program as well as participation in the Transportation Community Awareness and Emergency Response Program, we provided rail accident response training to more than 5,500 emergency responders, such as local police and fire personnel, utilizing a combination of online training and face-to-face training sessions as well as the Norfolk Southern Safety Train. We also have ongoing programs to sponsor local emergency responders at the Security and Emergency Response Training Center.

We also continually evaluate ourselves for appropriate business continuity and disaster recovery planning, with test scenarios that include cybersecurity attacks. Our risk-based information security program helps ensure our defenses and resources are aligned to address the most likely and most damaging potential attacks, to provide support for our organizational mission and operational objectives, and to keep us in the best position to detect, mitigate, and recover from a wide variety of potential attacks in a timely fashion.

Item 1A. Risk Factors

The risks set forth in the following risk factors could have a material adverse effect on our financial position, results of operations, or liquidity in a particular year or quarter, and could cause those results to differ materially from those expressed or implied in our forward-looking statements. The information set forth in this Item 1A "Risk Factors" should be read in conjunction with the rest of the information included in this annual report, including
Item 7 "Management's Discussion and Analysis of Financial Condition and Results of Operations" and Item 8 "Financial Statements and Supplementary Data." We have experienced a number of the risks described below in connection with the Incident and the Incident Proceedings (defined below). The risks described below should be read in conjunction with the information regarding the Incident and Incident Proceedings provided in Note 18 in Item 8 "Notes to Consolidated Financial Statements."

INCIDENT RISKS

As defined and as further described in Note 18 in Item 8 "Notes to Consolidated Financial Statements," there was an Incident that occurred in the first quarter of 2023 that consisted of a February 3, 2023 train derailment in East Palestine, Ohio that included 11 non-Company-owned tank cars containing hazardous materials, fires associated with the derailment that threatened certain of the tank cars, and a controlled vent and burn procedure conducted on February 6, 2023 on five of the derailed tank cars, all of which contained vinyl chloride. As a result of the Incident, we became subject to numerous legal, regulatory, legislative, and other proceedings related thereto, including but not limited to, the National Transportation Safety Board (NTSB) Investigation, the FRA Incident Investigation, the FRA Safety Assessment, the U.S. Department of Justice (DOJ) Complaint, the Ohio Complaint, the Incident Lawsuits, the Shareholder Matters, and the Incident Inquiries and Investigations (each as defined in Note 18 in Item 8 "Notes to Consolidated Financial Statements") in addition to other proceedings, actions, or potential changes in response to the Incident, including but not limited to those related to, among other items, train size, train length, train composition, crew size, or detection systems (collectively, the "Incident Proceedings"). Set forth below are additional risks pertaining to an investment in the Company that are related to the Incident and the Incident Proceedings.

The costs, liabilities, fines, penalties, and/or financial impact resulting from or related to the Incident or the Incident Proceedings have been significant to date, may exceed expected or accrued amounts, and have and can be expected to continue to negatively affect our financial results. We have incurred and will continue to remain subject to incurring significant costs, liabilities, fines, and penalties related to the Incident and the Incident Proceedings, including amounts that may have a material adverse effect on our financial position, results of operations, or liquidity.

While we have accrued estimates of probable and reasonably estimable liabilities with respect to the Incident and the Incident Proceedings, we cannot predict the final outcome or estimate the reasonably possible range of loss with certainty, and such estimates may change over time due to a variety of factors, including but not limited to those set forth in Note 18 in Item 8 "Notes to Consolidated Financial Statements" or other unfavorable or unexpected developments or outcomes which could result in our current estimates being insufficient. These estimated amounts also do not include any estimate of loss for specific items for which we believe a loss is either not probable or not reasonably estimable for the reasons set forth in Note 18 in Item 8 "Notes to Consolidated Financial Statements." As a result, our currently accrued amounts of estimated liabilities may be insufficient, and any additional, new or updated accruals could have a material adverse effect on our results of operations or financial position.

New or additional governmental regulation and/or operational changes resulting from or related to the Incident or the Incident Proceedings may negatively impact us, our customers, the rail industry, or the markets we serve. The legislative, regulatory, operational, or other actions taken, protocols adopted (including by us), or changes resulting from the Incident or any of the Incident Proceedings may, either individually or in the aggregate, have a material adverse effect on us, our customers, the rail industry, or the markets we serve. We also face risks from requirements that may be imposed by the government in resolution of government actions, including, for example, restrictions on our methods of operations. Our inability to comply with the requirements of any new or additional laws, regulations, or operating protocols resulting from or related to the Incident or the Incident Proceedings may have a material adverse effect on our financial position, results of operations, liquidity, or operations.

REGULATORY AND LEGISLATIVE RISKS

Governmental legislation, regulation, and Executive Orders over commercial, operational, tax, safety, security, or cybersecurity matters could negatively affect us, our customers, the rail industry, or the markets we serve. Congress can enact laws, agencies can promulgate regulations, and Executive Orders can be issued that increase or alter regulation in a way that negatively affects us, our customers, the rail industry, or the markets we serve. Railroads presently are subject to commercial and operational regulation by the STB, which has jurisdiction to varying extents over rates, routes, customer access provisions, fuel surcharges, conditions of service, and the extension or abandonment of rail lines.

The STB also has jurisdiction over the consolidation, merger, or acquisition of control of and by rail common carriers. Additional or updated regulation of the rail industry by Congress or the STB, whether under new, existing or amended laws or regulations, could have a significant negative impact on our ability to negotiate prices for rail services, on our railway operating revenues, and on the efficiency, conduct, or complexity of our operations. Such additional or updated industry regulation, as well as enactment of any new or updated tax laws, could also negatively impact cash flows from our operating activities and, therefore, result in reduced capital spending on our rail network or abandonment of lines.

Railroads are also subject to the enactment of laws by Congress and regulation by the DOT (including the FRA) and the DHS (including the TSA), which regulate many aspects of our operations related to safety, security, and cybersecurity. Additional or updated safety, security, or cybersecurity regulation by Congress, the DOT, or DHS could have a negative impact on our business and the efficiency, conduct, or complexity of our operations including (but not limited to) increased operating costs, capital expenditures, claims, and litigation.

Our inability to comply with, or operational practices and costs necessary to adhere to, the requirements of existing or updated laws, regulations, or Executive Orders that govern our operations or the rail industry, including but not limited to those pertaining to commercial, operational, tax, safety, security, or cybersecurity matters, as such requirements may be interpreted or enforced from time to time (such as in connection with a pending regulatory or other legal proceedings or lawsuits), could have a material adverse effect on our financial position, results of operations, or liquidity.

We are addressing multiple governmental actions as a result of the Incident, as noted in "Incident Risks" above.

Federal and state environmental laws and regulations could negatively impact us and our operations. Our operations are subject to extensive federal, state and local environmental laws and regulations concerning, among other things: emissions to the air; discharges to waterways or groundwater supplies; handling, storage, transportation, use, and disposal of waste and other materials; and, the cleanup of hazardous material or petroleum releases. The risk of incurring environmental liability, for acts and omissions, past, present, and future, is inherent in the railroad business. This risk includes property owned by us, whether currently or in the past, that is or has been subject to a variety of uses, including our railroad operations and other industrial activity by past owners or our past and present tenants.

Environmental problems that are latent or undisclosed may exist on these properties, and we could incur environmental liabilities or costs, the amount and materiality of which cannot be estimated reliably at this time, with respect to one or more of these properties. Moreover, lawsuits and claims involving other unidentified environmental sites and matters are likely to arise from time to time.

Our inability to comply with the extensive federal, state and local environmental laws and regulations to which we are subject could result in significant liabilities, fines, or sanctions, including those related to the investigation or remediation of known and unknown environmental contamination, or otherwise adversely impact our operations.

As noted in "Incident Risks" above, in connection with the Incident, we are experiencing negative impacts related to environmental matters, including extensive cleanup costs and litigation related to alleged environmental impacts of the Incident.

U.S. international trade relationships may adversely impact our customers, our industry, and our business. We transport a significant number of shipments that have either been imported into the U.S. or are destined for export from the U.S. Trade discussions and arrangements between the U.S. and various of its trading partners are fluid, and existing and future trade agreements are, and are expected to continue to be, subject to a number of uncertainties, including the imposition of new tariffs or adjustments and changes to the products covered by existing tariffs. Any decision by the U.S. government to adopt actions such as border taxes on imports, an increase in customs duties or tariffs, or the renegotiation of U.S. trade agreements, or any other action that could have a negative impact on international trade, including corresponding actions taken by other countries in response to U.S. governmental actions, could cause a reduction in the volume of shipments by many of our customers. Any changes in tax and trade policies in the U.S. and corresponding actions by other countries could adversely impact our financial performance.

In addition, compliance with any new laws, regulations, or policies with regard to any of the foregoing may increase our operating costs or require significant capital expenditures. Any failure to comply with applicable laws, regulations or policies in the U.S. or other countries could result in substantial fines or possible revocation of our authority to conduct our operations, which could materially adversely affect us.

OPERATIONAL RISKS

A significant adverse event on our network may significantly impede our ability to operate and serve our customers. The nature of our operations inherently comes with the risk that one or more significant adverse events or outages may occur on or impact our network resulting in our inability or restricted ability to provide rail transportation services to our customers. These events include but are not limited to, a mainline accident, a hazardous material discharge, a climate-related network outage, or a technology-related network outage. Any one or more of these incidents could expose us to significant operational and managerial challenges, as well as reputational damage, requiring a significant amount of time and focus of our Board and management team, as well as significant lost revenues, expenses, liabilities, fines, and penalties, including amounts that may have a material adverse effect on our financial position, results of operations, or liquidity. One or more of these events may also result in subsequent legislative, regulatory, operational or other responsive actions taken, changes or protocols adopted (including by us), or requirements imposed that may, either individually or in the aggregate, have a material adverse effect on our financial position, results of operations, liquidity, or operations, or on our customers, the rail industry, or the markets we serve.

If we are unable to successfully execute on our strategic initiatives, our business and future results of operations may suffer. Our growth strategy includes increasing the volume of shipments moving through our railway networks. We are reliant on the success of our strategic plans and initiatives to execute on this growth strategy, as well as to help offset increasing costs. These strategic plans include marketing, service, growth, and productivity initiatives. The timely and effective execution of our strategies are dependent upon, among other factors, (i) our ability to maintain satisfactory relations with our customers, employees, and other key stakeholders, (ii) our ability to effectively control costs, (iii) the progress and success of our safety programs and inspection technologies, and (iv) our ability to timely and effectively maintain and upgrade technology systems and other infrastructure for our railway networks. Our failure to successfully execute on our strategic initiatives may expose us to a number of risks, including, that our projected volume growth may differ from actual results, and prior capital investments based on our projections may contribute to excess capacity that could negatively impact our profitability.

As a common carrier by rail, we must offer to transport hazardous materials, which exposes us to significant costs and claims. Transportation of certain hazardous materials or third party-owned equipment (typically used to transport such materials) creates risks of significant losses in terms of personal injury and property (including environmental) damage and compromises critical parts of our rail network. The costs of a catastrophic rail accident involving hazardous materials or third party-owned equipment could exceed our insurance coverage. We have obtained insurance for potential losses for third-party liability and first-party property damages (see Note 18 in Item 8 “Notes to Consolidated Financial Statements”); however, insurance is available from a limited number of insurers and may not continue to be available or, if available, may not be obtainable on terms acceptable to us. Any future legislation preventing the transportation of hazardous materials through specific cities could have negative impacts including increased network congestion and operating costs, reduced operating efficiency, and increased risk of an accident involving hazardous materials.

With regard to the risks arising from the transportation of hazardous materials, the Incident and the Incident Proceedings have given rise to significant costs to us and impacts on our rail network, as noted in “Incident Risks” above. With respect to third party-owned equipment, the primary risk arises from the potential for a latent defect we are unable to identify despite robust safety inspection protocols.

We face competition from other transportation providers. We are subject to competition from motor carriers, railroads and, to a lesser extent, ships, barges, and pipelines, on the basis of transit time, pricing, and quality and reliability of service. While we have primarily used internal resources to build or acquire and maintain our rail system, trucks and barges have been able to use public rights-of-way maintained by public entities. Any future improvements, expenditures, legislation, or regulation changing or materially increasing the efficiency or reducing the cost of one or more alternative modes of transportation in the regions in which we operate (such as granting materially greater latitude for motor carriers with respect to size or weight limitations or adoption and utilization of

autonomous commercial vehicles) could have a material adverse effect on our ability to compete with other modes of transportation. In addition, our industry continues to evolve, including customer demands for faster transit times and increased visibility, and the potential for increased competition (due to growth in the market, competitors with improved financial capacity or technology, or business combinations resulting in one or more competitors providing a wider variety of services and products at competitive prices) which may, either individually or in the aggregate, have a material adverse effect on our business or results of operations.

Capacity constraints could negatively impact our service and operating efficiency. We have experienced and may again experience capacity constraints on our rail network related to employee or equipment shortages, increased demand for rail services, severe weather, congestion on other railroads, including passenger activities, or impacts from changes to our network structure or composition. Such constraints could result in operational inefficiencies or adversely affect our operations.

Significant increases in demand for rail services could result in the unavailability of qualified personnel and resources like locomotives. Changes in workforce demographics, training requirements, and availability of qualified personnel, particularly for engineers and conductors, have negatively impacted and may again negatively impact our ability to meet short-term demand for rail service. Unpredicted increases in demand for rail services may exacerbate such risks and could negatively impact our operational efficiency.

Constraints on the supply chain or the operations of carriers with which we interchange may adversely affect our operations. Our ability to provide rail service to our customers depends in large part upon a functioning global supply chain and our ability to maintain collaborative relationships with connecting carriers (including shortlines and regional railroads) with respect to, among other matters, freight rates, revenue division, car supply and locomotive availability, data exchange and communications, reciprocal switching, interchange, and trackage rights. Deterioration in the supply chain or service provided by connecting carriers, or in our relationship with those connecting carriers, could result in our inability to meet our customers' demands or require us to use alternate train routes, which could result in significant additional costs and network inefficiencies. Additionally, any significant consolidations, mergers, or operational changes among other railroads may alter our market access and reach.

We may be negatively affected by terrorism or war. Any terrorist attack, or other similar event, any government response thereto, and war or risk of war could cause significant business interruption or other operational challenges. Because we play a critical role in the nation's transportation system, we could become the target of such an attack or have a significant role in the government's preemptive approach or response to an attack or war.

Although we currently maintain insurance coverage for third-party liability arising out of war and acts of terrorism, we maintain only limited insurance coverage for first-party property damage and damage to property in our care, custody, or control caused by certain acts of terrorism. In addition, premiums for some or all of our current insurance programs covering these losses could increase dramatically, or insurance coverage for certain losses could be unavailable to us in the future.

We may be negatively affected by supply constraints resulting from disruptions in our fuel markets or supplier markets. We consumed approximately 373 million gallons of diesel fuel in 2024. Fuel availability could be affected by limitation in the fuel supply or by imposition of mandatory allocation or rationing regulations. A severe fuel supply shortage arising from production curtailments, increased demand in existing or emerging foreign markets, disruption of oil imports, disruption of domestic refinery production, damage to refinery or pipeline infrastructure, political unrest, war, or other factors could impact us as well as our customers and other transportation companies.

Due to the capital-intensive nature, as well as the industry-specific requirements of the rail industry, high barriers of entry exist for potential new suppliers of core railroad items, such as locomotives and rolling stock equipment. As a result, we are dependent on certain key suppliers and manufacturers of locomotive and railroad items. Disruption to one or more of our key suppliers or manufacturers, including as a result of stopped or restricted production, labor stoppage or restriction, or significant supply shortage or outage could negatively impact our operating efficiency

and increase costs. Additionally, we compete with other industries for available capacity and raw materials used in the production of locomotives and certain track and rolling stock materials. Changes in the competitive landscapes of these limited supplier markets could also result in significantly increased prices or material shortages.

We may be negatively affected by energy prices. Fuel and energy costs have a significant impact on our operations. Volatility in energy prices could have a significant effect on a variety of items including, but not limited to: the economy; demand for transportation services; business related to the energy sector, including crude oil, natural gas, and coal; fuel prices; and, fuel surcharges, each of which could have a material impact on our business and results of operations. In addition, we may also experience a disruption in energy supplies as a result of new or increased regulation, as a result of war or geopolitical conflicts, weather-related events or natural disasters, or other factors beyond our control, which could have a material adverse effect on our business.

Pandemics, epidemics, or endemic diseases could further negatively impact us, our customers, our supply chain, and our operations. The magnitude and duration of a pandemic, epidemic, or endemic disease, and its impact on our customers and general economic conditions can influence the demand for our services and affect our revenues. In addition, such outbreaks could affect our operations and business continuity if a significant number of our essential employees, overall or in a key location, are unable to work from contraction of or exposure to the disease or if governmental orders prevent our employees or critical suppliers from working. To the extent such diseases adversely affect our business and financial results, they may also have the effect of heightening many of the other risks described in the risk factors included herein or may affect our operating and financial results in a manner that is not presently known to us.

Our business is capital intensive, and we must make capital decisions based upon expectations of future usage of our assets. We make significant investments in our railroad infrastructure, including railroad property, track infrastructure, locomotives, freight cars, intermodal equipment, technology, and other assets to support our network, much of which is costly and requires significant capital outlay. The amount and timing of capital investments depend on various factors, including expectations of future carload traffic. In many cases, we must make advance commitments to purchase or modify equipment prior to such equipment being needed. As a result, we must predict volume levels and other requirements and make commitments based on those projections. A significant variance in our expectations or projections could result in too much or too little equipment relative to our actual needs and volumes, thereby negatively impacting our operations or financial results.

TECHNOLOGY RISKS

A significant cybersecurity incident or other disruption to our technology infrastructure resulting from internal and external threats could disrupt our business operations. To conduct business, we extensively rely on information and operational technology systems. The threat landscape is vast, with potential attacks from cybercriminals, nation-states, state-sponsored actors and others including, but not limited to, service denials, unauthorized access, compromised equipment or rolling stock, extortion, or theft of data or money. As a result, our business continuity and disaster recovery plans and activities may not be sufficient for all eventualities, resulting in the potential for a data breach or significant service or operational disruption or failure involving one or more information or operational technology systems operated by us or under control of third parties, including computer hardware, software, cloud services and transportation and communications equipment. Such failures or disruptions can adversely impact our business by, among other things, preventing intercompany communications and disrupting operations that may result in direct or indirect monetary losses, damage to equipment or property, or loss of confidence in corporate competency. Any one or more of these events could have a material adverse effect on our results of operations, financial position, or operations. Although we maintain security programs designed to protect our information and operational technology systems, we are continually targeted by threat actors attempting to access our networks and we may be unable to detect or prevent a breach of our systems or disruption to our service in the future. In addition, while we have previously experienced technology outages and cybersecurity events that have impacted our systems and service, future events may result in more significant impacts to our operations, reputation or financial results. These potentially impactful future events could include service disruptions, unauthorized access to our systems, viruses, ransomware, and/or the compromise, acquisition, or destruction of our

data. We also could be impacted by cybersecurity events targeting third parties that we rely on for business operations, including third party vendors that have access to our systems or data and third parties who provide services and are in our supply chain. Such a direct or indirect cybersecurity incident could interrupt our service, cause safety failures or operational difficulties, decrease revenues, increase operating costs, impact our efficiency, damage our corporate reputation, and/or expose us to litigation or government action or increased regulation, which could result in penalties, fines or judgments. In addition, our failure to comply with or adhere to privacy-related or data protection laws and regulations could result in government investigations and proceedings against us, or litigation, resulting in adverse reputational impacts, penalties, and legal liability.

Our business may be seriously harmed if we fail to develop, implement, maintain, upgrade, enhance, protect and integrate our information or operational technology systems. If we fail to develop, acquire or implement new technology, or otherwise fail to maintain, protect or integrate our information or operational technology systems, we may suffer a competitive disadvantage within the rail industry and with companies providing alternative modes of transportation service. The techniques used by cybersecurity threat actors to obtain unauthorized access, disable or degrade service or sabotage systems change frequently, as data breaches and other cybersecurity events have become increasingly commonplace. Consequently, these techniques may be difficult to detect and cybersecurity events are therefore increasingly difficult to prevent. The rapid evolution and increased adoption of emerging technologies, such as artificial intelligence and machine learning, may make it more difficult to anticipate cybersecurity threats and implement adequate protective countermeasures. If we fail to adequately develop or maintain our information or operational technology systems or cybersecurity infrastructure, we may become increasingly vulnerable to cybersecurity events, or other breaches or disruptions to our information or operational technology systems.

LITIGATION RISKS

We may be subject to various claims and lawsuits that could result in significant expenditures. The nature of our business exposes us to the potential for various claims and litigation related to labor and employment, personal injury, commercial disputes, freight loss and other property damage, and other matters. Job-related personal injury and occupational claims are subject to the Federal Employer's Liability Act (FELA), which is applicable only to railroads. FELA's fault-based tort system produces results that are unpredictable and inconsistent as compared with a no-fault worker's compensation system. The variability inherent in this system could result in actual costs being different from the liability recorded.

A catastrophic rail accident, whether on our lines or another carrier's, involving any or all of release of hazardous materials, freight loss, property damage, personal injury, and environmental liability could compromise critical parts of our rail network. Losses associated with such an accident involving us could exceed our insurance coverage, resulting in a material adverse effect on our financial position or liquidity. Any material changes to current litigation trends could also have a material adverse effect on our financial position or liquidity to the extent not covered by insurance.

We have obtained insurance for potential losses for third-party liability and first-party property damages; however, insurance is available from a limited number of insurers and may not continue to be available or, if available, may not be obtainable on terms acceptable to us.

We are incurring significant expenditures as a result of claims and lawsuits arising from the Incident and the related Incident Proceedings, as described in "Incident Risks" above.

HUMAN CAPITAL RISKS

Failure to attract, retain, and transition key executive officers, or skilled professional or technical employees could adversely impact our business and operations. Our success depends on our ability to attract and retain skilled employees, including key executive officers to oversee our operational, productivity, marketing, and technological initiatives, as well as a sufficient number of skilled professional and craft employees to enable us to

efficiently conduct our operations. Difficulties in recruiting and retaining skilled employees, including train and engine workers, key executives, and other skilled professional and technical employees; the loss of such individuals; and/or our inability to successfully transition key executive, professional, technical, or skilled roles could each have a material adverse effect on our financial position, results of operations, and operations. The loss of one or more key employees could also result in the depletion of our institutional knowledge base and may result in our inability or increased difficulty in successfully transitioning key roles, which could materially adversely impact our business.

The vast majority of our employees belong to labor unions, and the renegotiation of labor agreements or any provisions thereof, or any strikes or work stoppages (including any entered into in connection with any such negotiations), could adversely affect our operations. Approximately 80% of our railroad employees are covered by collective bargaining agreements with various labor unions. In the third and fourth quarters of 2024, the Company reached tentative collective bargaining agreements with ten of these labor unions, a majority of which were subsequently ratified by union membership and became effective January 1, 2025. Future national labor agreements, or renegotiation of labor agreements or provisions of labor agreements, could significantly increase our costs for health care, wages, and other benefits. In addition, if our craft employees were to engage in or threaten a strike, work stoppage, or other slowdown, including in connection with the renegotiation of any collective bargaining agreements or any provisions thereof, we could experience a significant disruption in our operations, customer base, or belief in our ability to provide consistent service, thereby adversely affecting our operations or ability to provide services.

CLIMATE CHANGE RISKS

Severe weather and disasters have caused, and could again cause, significant business interruptions and expenditures. Severe weather conditions and other natural phenomena resulting from changing weather patterns and rising sea levels or other causes, including hurricanes, floods, fires, landslides, extreme temperatures, significant precipitation, and earthquakes, have caused, and may again cause damage to our network, our workforce to be unavailable, and us to be unable to use our equipment, or otherwise cause significant interruptions to our operations. Additionally, shifts in weather patterns caused by climate change are expected to increase the frequency, severity, or duration of certain adverse weather conditions, which could cause more significant business interruptions that result in increased costs, increased liabilities, and decreased revenues. Our inability to quickly and effectively restore operations following adverse weather and disasters could materially impact our business and results of operations. To the extent such weather events or natural disasters become more frequent or severe, disruptions to our business and those of our customers and costs to repair damaged property and equipment or maintain or resume operations could increase. Furthermore, climate change may contribute to an increase in the incidence and severity of natural disasters and adverse weather conditions and reduce the availability or increase the cost of insurance for such events.

Concern over climate change has led to significant federal, state, and international legislative and regulatory efforts to limit greenhouse gas (GHG) emissions. Restrictions, caps, taxes, or other legislative or regulatory controls on GHG emissions, including diesel exhaust, could significantly increase our operating costs and decrease the amount of traffic we handle.

In addition, legislation and regulation related to climate change or GHG emissions could negatively affect the markets we serve and our customers. Even without legislation or regulation, government incentives and adverse publicity relating to climate change or GHG emissions could negatively affect the markets for certain of the commodities we carry, or our customers that use commodities we carry to produce energy (including coal), use significant amounts of energy in producing or delivering the commodities we carry, or manufacture or produce goods that consume significant amounts of energy associated with GHG emissions.

MACROECONOMIC AND MARKET RISKS

We may be negatively impacted by changes in general economic conditions. Because our business is dependent on the rail shipping needs of our customers, negative changes in domestic and global economic conditions,

including reduced import and export volumes, could affect the producers and consumers of the freight we carry. Recessionary economic cycles and downturns in customers' business cycles, especially in market segments and industries where we have a significant concentration of customers, may substantially reduce our volumes, and lead to excess capacity in the industry, resulting in pressure on rates we are able to obtain for our services. Economic conditions could also result in bankruptcies of one or more of our customers. Changes in general economic conditions are beyond our control, and it may be difficult for us to adjust our business model. We are impacted by industrial production, inflation, unemployment, and consumer spending. We have been and may in the future be, materially impacted by adverse developments in these aspects of the economy.

The state of capital markets could adversely affect our liquidity. We rely on the capital markets to provide some of our capital requirements, including the issuance of debt instruments and the sale of certain receivables. Significant instability or disruptions of the capital markets, including the credit markets, or deterioration of our financial position due to internal or external factors could restrict or eliminate our access to, and/or significantly increase the cost of, various financing sources, including bank credit facilities and issuance of corporate bonds. Instability or disruptions of the capital markets and deterioration of our financial position, alone or in combination, could also result in a reduction of our credit rating to below investment grade, which could prohibit or restrict us from accessing external sources of short- and long-term debt financing and/or significantly increase the associated costs.

Item 1B. Unresolved Staff Comments

None.

Item 1C. Cybersecurity

CYBERSECURITY RISK MANAGEMENT AND STRATEGY

Process

We use a multi-layered defensive cybersecurity strategy based on the cyber security framework drafted by the U.S. Department of Commerce's National Institute of Standards and Technology (NIST). The NIST Cybersecurity Framework (NIST CSF) is a voluntary framework of best practices to identify, protect, detect, respond to, and recover from cybersecurity matters. Based on the NIST CSF, our processes to identify, assess, and manage material risks from cybersecurity threats includes the following:

Identify
We identify risks from cybersecurity threats by first developing and maintaining an understanding of those assets essential to our operation and reputation, as well as assets that could provide value to threat actors. Any cyber act is considered a potential risk if a threat actor can use it to reduce the value of an asset, reduce our ability to utilize or otherwise access the value of an asset, or surreptitiously gain or increase their access to an asset or its value.

Assess
We assess risks from cybersecurity threats by evaluating exposure of our assets to identified cyber risks, as well as potential impacts to our operations or reputation from our inability to access or utilize an asset or realize its value, or a threat actor's ability to gain access to an asset or its value. We further evaluate the potential materiality of these risks based on the potential impact to our operations or reputation.

Manage
We mitigate risks from cybersecurity threats by applying multiple layers of defense to ensure we have the continued ability to access or utilize an asset or its value, and deny threat actors the ability to gain or increase their access to an asset or its value. We prioritize defensive mechanisms, including administrative, procedural, and technical controls, according to their relative cost and reduction in risk based on the NIST CSF.

We further monitor, test, assess, and update these processes, including working with government agencies and peers to implement practices to guard against an evolving threat environment and to ensure we remain compliant with relevant regulatory requirements.

Integration into our Risk Management Framework

Our processes to assess, identify, and manage cybersecurity risks are expressly incorporated into our enterprise risk management (ERM) framework. Technology is one of the five primary risk categories addressed by the ERM framework, and cybersecurity is identified as a subcategory of the technology risk. Our ERM leadership team works with the Chief Information and Digital Officer (CIDO), the Senior Director of Information Security (SDIS) and other technology leaders to identify, define, and assess top areas of technology and cybersecurity risks, which are included in our ERM risk framework and mapped to the NIST CSF. Our internal ERM leadership meets regularly with our technology leadership team to review developments in our technology risk profile and works with the cybersecurity team to monitor key risk indicators linked to our cybersecurity risks. Any changes to the threat landscape are discussed and considered as adjustments to our risk profile.

Third-Party Engagement

We employ multiple service providers from time to time to perform periodic reviews and evaluations of our cybersecurity framework, the results of which are provided to and reviewed with management, with appropriate reporting to the Finance and Risk Management Committee (F&RM Committee) of the Board. These reviews encompass a broad range of areas, including information technology system resilience, cybersecurity risk assessments, information security program assessments, external threat environment reviews, internal cybersecurity policy compliance, and near-term incident response to identify or disconfirm potential involvement of a threat actor.

Oversight of Third-Party Providers

Within our purchasing and third-party vendor management programs, we require all vendors who handle our data as well as vendors who provide technology and data services - including hardware, software, staffing, and support - to maintain certain security protections including, but not limited to, compliance with applicable data protection laws and implementation of administrative, physical, and technical safeguards to protect our data, including how our data is stored, accessed, and transmitted. In addition, all providers within these service categories must execute a data security addendum that articulates specific security standards, cybersecurity insurance, and mandatory incident reporting protocols applicable to the underlying provision of services.

Risks

Please see Item 1A. Risk Factors - Technology Risks - “A significant cybersecurity incident or other disruption to our technology infrastructure resulting from internal and external threats could disrupt our business operations” for our disclosures regarding the most pertinent risks we may experience from cybersecurity threats.

As noted therein, regardless of the cause, a significant disruption or failure of one or more information or operational technology systems operated by us or under control of third parties can result in service disruptions, unauthorized access to our systems, viruses, ransomware, and/or compromise, acquisition, or destruction of our data.

Such a direct or indirect cybersecurity incident could interrupt our service, cause safety failures or operational difficulties, decrease revenues, increase operating costs, impact our efficiency, damage our corporate reputation, and/or expose us to litigation, government action, increased regulation, penalties, fines or judgments, any or all which may ultimately have a materially adverse effect on our results of operations, financial condition, reputation, and business (including our strategy of operating a resilient freight railroad).

While we have previously experienced technology outages and cybersecurity events that have impacted our systems and service, future events may result in more significant impacts to our operations, reputation, or financial results. As a result of these prior events, and given the potential risks that a technology outage or cybersecurity event would result in a materially adverse effect on our results of operations, financial condition, reputation, or business, we have conducted and will continue conducting, internal and third-party assessments of information technology and cybersecurity vulnerabilities, information technology resiliency, and our related processes and procedures, so that we can continue to identify and address key cybersecurity risks.

CYBERSECURITY GOVERNANCE

Board Oversight

The Norfolk Southern Board, both directly itself and indirectly through the F&RM Committee, has oversight of cybersecurity risks. The F&RM Committee receives periodic reports from the CIDO regarding the primary technology risks impacting the company, including risks impacting our information and operational systems, service resiliency, cybersecurity risks, and the related threat environment. Agendas for these periodic updates may be further adjusted to address any emerging risks or key topics in greater detail, including emerging regulations, best practices, cyber readiness, and third-party assessment results. Regular updates are also provided to the F&RM Committee regarding all material or potentially material cybersecurity incidents, including root causes, and identification of and progress towards, remediation activities through completion.

The Board receives a periodic update from the Chair of the F&RM Committee regarding the matters addressed by the F&RM Committee, as well as an annual report from the CIDO highlighting the emerging threat landscape, our progress executing on our defensive cybersecurity strategy, and a review of our cybersecurity incident investigation and response processes.

Management's Role

Our SDIS, reporting to the CIDO, is directly responsible for the assessment, oversight, and management of our enterprise-wide cybersecurity strategy and governance. Such individual has significant relevant experience in the area, including over 27 years of technology experience in various industries with 17 years focused on information security, as well as significant experience working closely with government agencies including the Federal Bureau of Investigation, the Transportation Security Agency, and the Department of Homeland Security. As noted above, our technology risk working group, comprised of leaders across the information technology, information security, and law departments, including our CIDO, SDIS, and Data Privacy Officer (DPO), among others, further monitor developments in the threat landscape so that key cybersecurity threats impacting the Company continue to be identified and prioritized.

Management and Board Reporting

Cybersecurity incidents are reported directly to the SDIS in accordance with the applicable incident response plan. The SDIS, together with the DPO, determine incident severity and response, and in turn report material or potentially material incidents to our internal 8-K subcommittee (comprised of senior leaders from the law, accounting, finance, investor relations, and communications departments), our CEO, and our Chief Legal Officer, who in turn notify the Chairs of the Board and the F&RM Committee. The Board is promptly notified prior to filing any 8-K disclosing any material or potentially material cybersecurity incidents, with the F&RM Committee provided further updates regarding root causes and remediation efforts.

We also have a cybersecurity incident response plan including specific responsive protocols administered by a predesignated incident response team, led by the SDIS and DPO and comprised of other members of management. This incident response team also conducts periodic table-top exercises with management to ensure adherence to our cybersecurity incident response plan.

In an effort to deter and detect cyber threats, we also periodically provide all employees with a data protection and cybersecurity awareness training program, which covers timely and relevant topics, including phishing, password protection, confidential data protection, asset use, and mobile security and further educates employees on the importance of and process for reporting all potential incidents immediately. We also use technology-based tools to mitigate cybersecurity risks and to bolster employee-based cybersecurity programs.

Item 3. Legal Proceedings

For information on our legal proceedings, see Note 18 “Commitments and Contingencies” in Item 8 “Notes to Consolidated Financial Statements.”

Item 4. Mine Safety Disclosures

Not applicable.

Information About Our Executive Officers

Our executive officers generally are elected and designated annually by the Board at its first meeting held after the annual meeting of stockholders, and they hold office until their successors are elected. Executive officers also may be elected and designated throughout the year as the Board considers appropriate. There are no family relationships among our officers, nor any arrangement or understanding between any officer and any other person pursuant to which the officer was selected. The following table sets forth certain information, at February 1, 2025, relating to our officers.

Name, Age, Present Position	Business Experience During Past Five Years
Mark R. George, 57, President and Chief Executive Officer	Present position since September 11, 2024. Served as Executive Vice President and Chief Financial Officer from November 1, 2019 to September 11, 2024.
Ann A. Adams, 54, Chief Human Resources Officer	Present position since December 9, 2024. Served as Special Advisor to CEO from March 17, 2024 to December 9, 2024, and as Executive Vice President & Chief Transformation Officer from April 1, 2019 to March 16, 2024.
Anil Bhatt, 50, Executive Vice President and Chief Information and Digital Officer	Present position since August 19, 2024. Prior to joining Norfolk Southern, served in various positions at Elevance Health. Served as Global Chief Information Officer from December 2020 through August 2024 and Senior Vice President & Chief Technology Officer from August 2018 to December 2020.
John F. Orr, 61, Executive Vice President and Chief Operating Officer	Present position since March 20, 2024. Prior to joining Norfolk Southern, served as Executive Vice President, Chief Transformation Officer for Canadian Pacific Kansas City (CPKC) from April 2023 to March 2024 and Executive Vice President of Operations at Kansas City Southern from April 2021 to April 2023. Served more than three decades at Canadian National in various positions of increasing responsibility across Canada and North America, concluding career as Senior Vice President and Chief Transportation Officer.
Claude E. Elkins, Jr., 59, Executive Vice President and Chief Marketing Officer	Present position since December 1, 2021. Served as Vice President Industrial Products from April 1, 2018 to December 1, 2021.
Jason A. Zampi, 50, Executive Vice President and Chief Financial Officer	Present position since September 24, 2024. Served as Senior Vice President Finance and Treasurer from August 20, 2024 to September 24, 2024. Served as Vice President of Financial Planning and Analysis from June 1, 2020 to September 24, 2024. Served as Vice President and Controller from December 16, 2018 to June 1, 2020.
Claiborne L. Moore, 45, Vice President and Controller	Present position since March 1, 2022. Served as Assistant Vice President Corporate Accounting from March 15, 2019 to March 1, 2022.

PART II

NORFOLK SOUTHERN CORPORATION AND SUBSIDIARIES

Item 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities

STOCK INFORMATION

Common Stock is owned by 18,025 stockholders of record as of December 31, 2024, and is traded on the New York Stock Exchange under the symbol "NSC."

ISSUER PURCHASES OF EQUITY SECURITIES

Period	Total Number of Shares (or Units) Purchased[1]	Average Price Paid per Share (or Unit)	Total Number of Shares (or Units) Purchased as Part of Publicly Announced Plans or Programs[2]	Approximate Dollar Value of Shares that may yet be Purchased under Publicly Announced Plans or Programs[2]
October 1-31, 2024	-	$ -	-	$ 6,868,152,575
November 1-30, 2024	143	275.52	-	6,868,152,575
December 1-31, 2024	335	233.35	-	6,868,152,575
Total	478		-	

(1) Of this amount, 478 represent shares tendered by employees in connection with the exercise of stock options under the stockholder-approved Long-Term Incentive Plan (LTIP).

(2) On March 29, 2022, our Board of Directors authorized a new program for the repurchase of up to $10.0 billion of Common Stock beginning April 1, 2022. As of December 31, 2024, $6.9 billion remains authorized for repurchase, until such amount is exhausted.

Item 6. [Reserved]

Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations

The following discussion and analysis should be read in conjunction with the Consolidated Financial Statements and Notes. Refer to Item 8 "Notes to Consolidated Financial Statements" for all "Note" references.

OVERVIEW

Since 1827, Norfolk Southern Corporation and its predecessor companies have safely moved the goods and materials that drive the U.S. economy. Our dedicated team members deliver a wide variety of commodities annually for our customers, from agriculture products to consumer goods, and help them reduce carbon emissions by shipping via rail. We have the most extensive intermodal network in the eastern U.S. Our network serves a majority of the country's population and manufacturing base, with connections to every major container port on the Atlantic coast as well as major ports in the Gulf of Mexico and Great Lakes.

In 2024, we executed on various initiatives to operate our network more safely and efficiently, better serve our customers, and increase productivity in order to deliver improved financial performance. We enhanced our executive leadership team and continued to execute on our strategy of providing high-quality service to our customers to enable smart, sustainable growth and delivering on productivity initiatives. Additionally, we executed on several strategic initiatives, including the purchase of the Cincinnati Southern Railway, sales of certain railway lines, and completion of targeted rationalization and restructuring efforts, to further advance our organizational objectives. Furthermore, we continued our efforts related to the Eastern Ohio Incident (as defined and further described in Note 18 in the Notes to the Consolidated Financial Statements), including the pursuit of recoveries under our insurance programs.

Our operational improvements during the year, while handling 5% higher volumes, helped drive improvements to income from railway operations, diluted earnings per share, and railway operating ratio (a measure of the amount of operating revenues consumed by operating expenses). For the full year, we achieved an operating ratio of 66.4%, and an adjusted operating ratio of 65.8% (see our non-GAAP reconciliations beginning on page K26), both of which improved on a year-over-year basis. We remain committed to being a safe, productive, resilient, and efficient railroad with industry-competitive margins.

SUMMARIZED RESULTS OF OPERATIONS

	2024	2023	2022	2024 vs. 2023	2023 vs. 2022
	($ in millions, except per share amounts)			*(% change)*	
Railway operating revenues	$ 12,123	$ 12,156	$ 12,745	-%	(5%)
Railway operating expenses	$ 8,052	$ 9,305	$ 7,936	(13%)	17%
Income from railway operations	$ 4,071	$ 2,851	$ 4,809	43%	(41%)
Net income	$ 2,622	$ 1,827	$ 3,270	44%	(44%)
Diluted earnings per share	$ 11.57	$ 8.02	$ 13.88	44%	(42%)
Railway operating ratio (percent)	66.4	76.5	62.3	(13%)	23%

Income from railway operations, net income and diluted earnings per share increased in 2024 compared to 2023, primarily as a result of lower railway operating expenses. The reduction in our operating expenses includes lower net expenses related to the Eastern Ohio Incident and $433 million of gains on the sale of railway lines. Railway operating revenues were slightly lower as decreased fuel surcharge revenue, an adverse mix of traffic, and decreased pricing were nearly offset by increased volumes. Our railway operating ratio improved to 66.4 percent.

Income from railway operations, net income and diluted earnings per share declined in 2023 compared to 2022, driven by expenses incurred with our response efforts to the Incident, lower railway operating revenues, and higher

non-Incident-related railway operating expenses. Railway operating revenues declined 5% due to lower average revenue per unit, the result of lower fuel surcharge revenue and decreased intermodal storage service revenues partially offset by favorable pricing and mix. Additionally, lower volumes contributed to the decline in revenues. Net expenses associated with the Incident for the year 2023 were $1.1 billion. In addition to costs resulting from the Incident, railway operating expenses increased due to inflationary pressures, investments in operational resiliency, and higher service-related costs, offset partially by lower fuel prices. The decline in net income and diluted earnings per share also reflects the absence of a prior year $136 million deferred tax benefit, a result of an enactment of a change in the corporate income tax rate in the Commonwealth of Pennsylvania in 2022. Railway operating ratio deteriorated to 76.5 percent.

The following tables adjust our 2024 and 2023 U.S. Generally Accepted Accounting Principles (GAAP) financial results to exclude gains on railway line sales, restructuring and other charges (including the curtailment gain on our other postretirement benefit plan which is included in "Other income - net"), shareholder advisory costs, and a deferred income tax adjustment, all which occurred in 2024, as well as the effects of the Incident that were present in both years. The income tax effects of these non-GAAP adjustments were calculated based on the applicable tax rates to which the non-GAAP adjustments related. We use these non-GAAP financial measures internally and believe this information provides useful supplemental information to investors to facilitate making period-to-period comparisons by excluding these items. While we believe that these non-GAAP financial measures are useful in evaluating our business, this information should be considered as supplemental in nature and is not meant to be considered in isolation from, or as a substitute for, the related financial information prepared in accordance with GAAP. In addition, these non-GAAP financial measures may not be the same as similar measures presented by other companies.

Non-GAAP Reconciliation for 2024

	Reported (GAAP)	Gains on Railway Line Sales	Restructuring and Other Charges	Eastern Ohio Incident	Shareholder Advisory Costs	Deferred Income Tax Adjustment	Adjusted (non-GAAP)
	($ in millions, except per share amounts)						
Railway operating expenses	$ 8,052	$ 433	$ (183)	$ (325)	$ -	$ -	$ 7,977
Income from railway operations	$ 4,071	$ (433)	$ 183	$ 325	$ -	$ -	$ 4,146
Net income	$ 2,622	$ (327)	$ 125	$ 247	$ 44	$ (27)	$ 2,684
Diluted earnings per share	$ 11.57	$ (1.44)	$ 0.55	$ 1.09	$ 0.20	$ (0.12)	$ 11.85
Railway operating ratio (percent)	66.4	3.6	(1.5)	(2.7)	-	-	65.8

	Non-GAAP Reconciliation for 2023		
	Reported (GAAP)	Eastern Ohio Incident	Adjusted (non-GAAP)
	($ in millions, except per share amounts)		
Railway operating expenses	$ 9,305	$ (1,116)	$ 8,189
Income from railway operations	$ 2,851	$ 1,116	$ 3,967
Net income	$ 1,827	$ 846	$ 2,673
Diluted earnings per share	$ 8.02	$ 3.72	$ 11.74
Railway operating ratio (percent)	76.5	(9.1)	67.4

In the table below, references to 2024 and 2023 results and related comparisons use the adjusted, non-GAAP results from the reconciliations in the tables above.

	Adjusted 2024 (Non-GAAP)	Adjusted 2023 (Non-GAAP)	2022	Adjusted 2024 (Non-GAAP) vs. Adjusted 2023 (Non-GAAP)	Adjusted 2023 (Non-GAAP) vs. 2022
	($ in millions, except per share amounts)			*(% change)*	
Railway operating expenses	$ 7,977	$ 8,189	$ 7,936	(3%)	3%
Income from railway operations	$ 4,146	$ 3,967	$ 4,809	5%	(18%)
Net income	$ 2,684	$ 2,673	$ 3,270	-%	(18%)
Diluted earnings per share	$ 11.85	$ 11.74	$ 13.88	1%	(15%)
Railway operating ratio (percent)	65.8	67.4	62.3	(2%)	8%

On an adjusted basis, income from railway operations in 2024 increased due to lower adjusted railway operating expenses, with lower fuel prices, decreased costs of purchased services, and lower other expenses contributing significantly to the overall decline, and more than offsetting the decline in revenue. Lower other income-net and higher interest expense on debt contributed to net income and diluted earnings per share that were only up slightly compared to the prior year.

In 2023, on a non-GAAP basis excluding the impact of direct costs resulting from the Incident, income from railway operations decreased due to lower railway operating revenues and higher railway operating expenses. Railway operating revenues declined due to decreased fuel surcharge revenue, decreased intermodal storage revenues, and lower volume, partially offset by increased pricing and favorable mix compared to the prior year. Railway operating expenses increased due to inflationary pressures, investments in operational resiliency, and higher service-related costs, partially offset by lower fuel prices.

DETAILED RESULTS OF OPERATIONS

Railway Operating Revenues

The following tables present a three-year comparison of revenues, volumes (units), and average revenue per unit by commodity group.

	Revenues			2024	2023
	2024	2023	2022	vs. 2023	vs. 2022
	($ in millions)			*(% change)*	
Merchandise:					
Agriculture, forest and consumer products	$ 2,521	$ 2,530	$ 2,493	-%	1%
Chemicals	2,123	2,054	2,148	3%	(4%)
Metals and construction	1,682	1,634	1,652	3%	(1%)
Automotive	1,144	1,135	1,038	1%	9%
Merchandise	7,470	7,353	7,331	2%	-%
Intermodal	3,042	3,090	3,681	(2%)	(16%)
Coal	1,611	1,713	1,733	(6%)	(1%)
Total	$ 12,123	$ 12,156	$ 12,745	-%	(5%)

	Units			2024	2023
	2024	2023	2022	vs. 2023	vs. 2022
	(in thousands)			*(% change)*	
Merchandise:					
Agriculture, forest and consumer products	741.7	734.3	723.0	1%	2%
Chemicals	518.3	515.0	540.1	1%	(5%)
Metals and construction	641.6	634.1	634.6	1%	-%
Automotive	362.7	361.5	339.1	-%	7%
Merchandise	2,264.3	2,244.9	2,236.8	1%	-%
Intermodal	4,107.7	3,822.4	3,913.1	7%	(2%)
Coal	684.8	677.1	684.6	1%	(1%)
Total	7,056.8	6,744.4	6,834.5	5%	(1%)

	Revenue per Unit			2024	2023
	2024	2023	2022	vs. 2023	vs. 2022
	($ per unit)			*(% change)*	
Merchandise:					
Agriculture, forest and consumer products	$ 3,399	$ 3,445	$ 3,448	(1%)	-%
Chemicals	4,096	3,989	3,978	3%	-%
Metals and construction	2,621	2,577	2,604	2%	(1%)
Automotive	3,155	3,140	3,059	-%	3%
Merchandise	3,299	3,275	3,277	1%	-%
Intermodal	740	808	941	(8%)	(14%)
Coal	2,352	2,530	2,532	(7%)	-%
Total	1,718	1,802	1,865	(5%)	(3%)

Revenues decreased $33 million in 2024 and $589 million in 2023 compared to the prior years. Revenues decreased in 2024 as a result of lower average revenue per unit, driven by lower fuel surcharge revenue, adverse mix, and decreased pricing, partially offset by higher volume. Revenues declined in 2023 as a result of lower average revenue per unit, driven by decreases in fuel surcharge and intermodal storage revenues, and volume declines.

The table below reflects the components of the revenue change by major commodity group.

	2024 vs. 2023 Increase (Decrease)			2023 vs. 2022 Increase (Decrease)		
	($ in millions)					
	Merchandise	**Intermodal**	**Coal**	**Merchandise**	**Intermodal**	**Coal**
Volume	$ 64	$ 231	$ 19	$ 26	$ (85)	$ (19)
Fuel surcharge revenue	(131)	(101)	(29)	(119)	(208)	(23)
Rate, mix and other	184	(178)	(92)	115	(298)	22
Total	$ 117	$ (48)	$ (102)	$ 22	$ (591)	$ (20)

Approximately 95% of our revenue base is covered by contracts that include negotiated fuel surcharges. Fuel surcharge revenues totaled $962 million, $1.2 billion, and $1.6 billion in 2024, 2023, and 2022, respectively. The decline in fuel surcharge revenues in each period was primarily driven by fluctuations in fuel commodity prices.

For 2025, we expect that revenue will increase driven by higher volumes.

MERCHANDISE revenues increased in both 2024 and 2023 compared with the prior years. In 2024, revenues rose as volume was higher for all commodity groups and pricing gains more than offset lower fuel surcharge revenue. In 2023, revenues were slightly higher as pricing and volume gains were nearly offset by lower fuel surcharge revenue and unfavorable mix. Increased volumes in automotive and agriculture, forest and consumer shipments were partially offset by decreased chemicals shipments.

Agriculture, forest and consumer products revenues decreased slightly in 2024 but increased in 2023 compared with the prior years. In 2024, the decrease was the result of lower average revenue per unit driven by lower fuel surcharge revenue, partially offset by increased price, and increased volume. Increased volume in soybeans, corn, and feed were partially offset by lower volume in fertilizers and ethanol. Soybean volume increased due to spot opportunities. Increased corn and feed volumes were the result of customers shifting from truck to rail service to meet market demands. The decrease in fertilizer volume was driven by lower potash shipments due to customer operational issues and cost pressures. Ethanol volume declined primarily as a result of decreased demand. In 2023, higher revenues were the result of increased volume. Average revenue per unit was flat, the result of lower fuel surcharge revenue offset by pricing gains. Increases in ethanol and fertilizer shipments more than offset declines in shipments of wood chips and graphic paper. Increased market demand led to volume gains in ethanol and fertilizer. Volume declines in wood chips were due to customer mill closures, while lower market demand led to the decline in graphic paper.

Chemicals revenues increased in 2024 but decreased in 2023 compared with the prior years. In 2024, the increase in revenues was driven by higher average revenue per unit driven by increased price, partially offset by lower fuel surcharge revenue, and volume growth. Solid waste and organic chemicals volume increased due to stronger demand. These increases were slightly offset by declines in crude oil and petroleum products. Volume declines in crude oil were due to a market share shift, while declines in petroleum were related to the conclusion of a spot opportunity handled last year to support a customer during a refinery outage. In 2023, the decrease was as a result

of volume declines. Reduced shipments of crude oil, organic chemicals, and natural gas liquids, more than offset the increases in solid waste and other petroleum products. Volume declines for crude oil were driven by soft demand in the energy markets. Organic chemicals and natural gas liquids volume declined as a result of lower demand. Volume gains in solid waste were due to growth with existing customers, while the gains in petroleum products were due to growth with existing customers and new business opportunities.

Metals and construction revenues were higher in 2024 but lower in 2023 compared with the prior years. In 2024, the increase was driven by higher average revenue per unit due to favorable price, partially offset by lower fuel surcharge revenue, and higher volume. Increased volume was due to higher demand in aggregates, kaolin, miscellaneous construction, and scrap metal, partially offset by lower demand for coil steel shipments. In 2023, the decline in revenue was driven by lower average revenue per unit, the result of decreased fuel surcharge revenue partially offset by increased price. Volumes were nearly unchanged as reduced shipments of kaolin and construction materials were offset by volume gains in coil steel and scrap metal. The volume declines in kaolin were largely driven by lower demand, while the declines in construction materials were due to lower demand, extended cycle times and service challenges. Gains in coil steel volume were due to increased equipment available to handle demand, while scrap metal volume increased due to higher demand.

Automotive revenues rose in both 2024 and 2023 compared with the prior years. The increase in revenues in 2024 was driven by slightly higher average revenue per unit driven by increased price, partially offset by lower fuel surcharge revenue, and slightly higher volume. Volume increases were due to improvements in equipment availability and their cycle time paired with higher demand, mostly offset by reduced production and quality holds at certain manufacturers, and extended plant shutdowns. The increase in revenues in 2023 was driven by increased volume and higher average revenue per unit, driven by favorable price. Volume increases were due to higher finished vehicle inventory levels available for rail transportation and improved equipment cycle times.

INTERMODAL revenues decreased in both 2024 and 2023 compared with the prior years. The decrease in 2024 was the result of lower average revenue per unit, driven by decreased pricing, lower fuel surcharge revenue, adverse mix, and declines in storage service revenues, partially offset by higher volume. The decrease in 2023 was the result of lower average revenue per unit, driven by reduced storage service revenues and lower fuel surcharge revenue, and decreased volume.

Intermodal units by market were as follows:

	2024	2023	2022	2024 vs. 2023	2023 vs. 2022
	(units in thousands)			*(% change)*	
Domestic	2,500.0	2,371.6	2,573.6	5%	(8%)
International	1,607.7	1,450.8	1,339.5	11%	8%
Total	4,107.7	3,822.4	3,913.1	7%	(2%)

Domestic volume increased in 2024 but decreased in 2023 compared with the prior years. In 2024, volume increased due to growth in new and existing customers and improved service, partially offset by reduced demand for premium shipments. In 2023, volume declined due to a decrease in freight demand as a result of reduced consumer consumption combined with high inventories, and increased truck competition.

International volume increased in both 2024 and 2023. The increase in 2024 was driven by increased demand, growth in existing customers, and increased movements of empty containers. The increase in 2023 was driven by ocean carriers favoring inland point intermodal traffic, partially offset by a decrease in imports.

COAL revenues decreased in 2024 and 2023 compared with the prior years. The decrease in 2024 was a result of lower average revenue per unit, driven by decreased pricing and lower fuel surcharge revenue, partially offset by positive mix and increased volume. The decrease in 2023 was a result of decreased volumes. Average revenue per unit was flat as lower fuel surcharge revenue and pricing declines were offset by positive mix.

As shown in the following table, total tonnage increased in 2024 but decreased in 2023 compared to prior years.

	2024	2023	2022	2024 vs. 2023	2023 vs. 2022
	(tons in thousands)			*(% change)*	
Utility	29,577	30,419	35,705	(3%)	(15%)
Export	33,309	31,005	25,887	7%	20%
Domestic metallurgical	10,088	11,096	11,307	(9%)	(2%)
Industrial	3,728	3,372	3,765	11%	(10%)
Total	76,702	75,892	76,664	1%	(1%)

Utility coal tonnage decreased in both 2024 and 2023 compared with the prior years. The decline in 2024 was due to reduced demand from continued low natural gas prices and high stockpiles. The decrease in 2023 was due to low natural gas prices, high stockpiles, and unplanned customer outages.

Export coal tonnage increased in both 2024 and 2023 compared with the prior years. The increase in 2024 was due to growth with our customers and increased production. The increase in 2023 was a result of increased demand and coal supply.

Domestic metallurgical coal tonnage decreased in both 2024 and 2023 compared with the prior years. The decrease in 2024 was as a result of reduced customer demand. The decrease in 2023 was due to reduced coke shipments resulting from idled customer facilities.

Industrial coal tonnage increased in 2024 but decreased in 2023 compared with the prior years. The growth in 2024 was due to higher demand. The decrease in 2023 was due to reduced coal shipments related to customer sourcing changes.

Railway Operating Expenses

Railway operating expenses summarized by major classifications were as follows:

	2024	2023	2022	2024 vs. 2023	2023 vs. 2022
	($ in millions)			*(% change)*	
Compensation and benefits	$ 2,823	$ 2,819	$ 2,621	-%	8%
Purchased services	1,655	1,683	1,565	(2%)	8%
Equipment rents	393	387	357	2%	8%
Fuel	987	1,170	1,459	(16%)	(20%)
Depreciation	1,353	1,298	1,221	4%	6%
Materials	369	364	283	1%	29%
Claims	237	242	270	(2%)	(10%)
Other	(273)	226	160	(221%)	41%
Restructuring and other charges	183	-	-		
Eastern Ohio incident	325	1,116	-	(71%)	
Total	$ 8,052	$ 9,305	$ 7,936	(13%)	17%

In 2024, the decline in railway operating expenses reflects lower net expenses related to the Eastern Ohio incident (Note 18), higher gains on operating property sales, including certain gains on railway line sales (Note 8), and lower fuel prices, partially offset by restructuring and other charges (Note 3), and increased depreciation on our higher asset base. In 2023, expenses increased as we incurred $1.1 billion of costs related to environmental matters and legal proceedings resulting from the Incident (Note 18). Additionally, railway operating expenses reflected higher costs due to inflationary pressures, investments in operational resiliency, and higher service-related costs. Partially offsetting these increases were the impacts of lower fuel prices and the absence of retroactive wage increases recorded in 2022.

Compensation and benefits increased in 2024, reflecting changes in:

- pay rates (up $91 million),
- incentive and stock-based compensation (up $56 million),
- overtime (down $37 million),
- employee activity levels (down $68 million), and
- other (down $38 million).

In 2023, compensation and benefits increased, a result of changes in:

- employee activity levels (up $138 million),
- pay rates (up $86 million),
- overtime (up $9 million),
- incentive and stock-based compensation (down $30 million), and
- other (down $5 million).

Our employment averaged 20,200 in 2024, compared with 20,300 in 2023, and 18,900 in 2022.

Purchased services includes the costs of services purchased from external vendors and contractors, including the net costs of operating joint facilities with other railroads. The decrease in purchased services in 2024 was due to lower lease costs and declines in technology-related and operational expenses, partially offset by higher volume-related expenses and Conrail-related activity. The increase in purchased services in 2023 was due to higher technology-related costs, increased operational and transportation expenses, and higher engineering activity.

Equipment rents, which includes our cost of using equipment (mostly freight cars) owned by other railroads or private owners less the rent paid to us for the use of our equipment, increased in both periods. In 2024, the increase was due to increased automotive and intermodal equipment expenses as a result of higher volumes. In 2023, the increase was due to increased intermodal equipment expenses, higher freight car lease costs, and decreased equity in TTX Company's (TTX) earnings.

Fuel expense, which includes the cost of locomotive fuel as well as other fuel used in railway operations, decreased in both 2024 and 2023. The decrease in both periods was due to lower locomotive fuel prices (down 15% in 2024 and 20% in 2023), which decreased fuel expense by $159 million and $275 million in 2024 and 2023, respectively. Locomotive fuel consumption was down in 2024 and nearly flat in 2023 compared to prior periods. We consumed 373 million gallons of diesel fuel in 2024, compared with 377 million gallons in 2023 and 376 million gallons in 2022.

Depreciation expense increased in both periods compared to the prior years, reflecting reinvestment in our infrastructure, rolling stock, and technology.

Materials expense increased in both 2024 and 2023. The increase in 2024 was due to higher freight car repairs expense, partially offset by lower locomotive materials spending. The increase in 2023 was due to increased locomotive, freight car, and track materials costs.

Claims expense includes costs related to personal injury, property damage, and environmental matters. Claims expense decreased in both 2024 and 2023 compared to the prior years. The decrease in 2024 is the result of lower personal injury case development and declines in lading and property damage expenses. These were partially offset by the absence of a prior-year claims-related recovery and higher insurance costs. The decrease in 2023 was primarily the result of lower personal injury case development, lower costs related to environmental remediation matters unrelated to the Incident, and a claims-related recovery.

Other expense decreased in 2024 primarily due to increased gains from operating property sales, lower non-income-based taxes, and lower relocation and travel-related expenses. Gains from operating property sales includes $433 million of gains on the sale of railway lines in the states of Virginia and North Carolina. These transactions are described further in Note 8 in the Notes to Consolidated Financial Statements. The increase in 2023 was primarily due to lower gains from operating property sales and increased travel-related expenses. Gains from operating property sales amounted to $490 million, $43 million, and $76 million in 2024, 2023, and 2022, respectively.

Restructuring and other charges

In 2024, we recorded $183 million in restructuring and other charges. During the year, we completed voluntary and involuntary separation programs that reduced our management workforce. Additionally, we ceased development of certain technology projects that had not been placed into service. We also wrote down certain specialized equipment to its net realizable value, reflecting the planned disposition of that asset class. Additionally, we incurred costs associated the appointment of our chief operating officer. See Notes 3 and 13 in the Notes to Consolidated Financial Statements for additional information.

Eastern Ohio incident

During 2024, we incurred net expenses of $325 million associated with the Incident, including additional costs associated with environmental matters and legal proceedings. The total amount recorded in 2024 is net of $650 million of insurance recoveries, resulting from claims made under our insurance policies in effect at the time of the Incident. During 2023, we recorded $1.1 billion for costs primarily associated with environmental matters and legal proceedings. We recorded $101 million of recoveries from claims made under our insurance policies, which are included in the total amount recorded in 2023. Our cash expenditures attributable to the Incident, net of insurance proceeds received, were $119 million and $652 million in 2024 and 2023, respectively, and which are presented in "Net cash provided by operating activities" on the Consolidated Statements of Cash Flows. For further details regarding the Incident, see Note 18 in Notes to Consolidated Financial Statements.

Other Income - Net

Other income - net decreased in 2024 but increased in 2023. The decrease in 2024 reflects costs associated with shareholder matters, lower returns on corporate-owned life insurance (COLI), and higher pension and other postretirement benefits expense, partially offset by a $20 million curtailment gain on our other postretirement benefit plan as a result of our voluntary and involuntary separation programs (Note 3). The increase in 2023 was the result of higher net returns on COLI and increased interest income, partially offset by lower gains from non-operating property sales.

Income Taxes

The effective income tax rate was 21.2% in 2024, compared with 21.3% in 2023 and 20.8% in 2022. The current year reflects a $15 million deferred income tax benefit due to a change in a state corporate income tax rate and a $27 million deferred income tax benefit from subsidiary restructuring. These benefits were partially offset by the absence of certain business tax credits recognized in the prior year. The 2023 effective rate benefited from tax credits and higher COLI returns offset by reduced benefits from stock-based compensation. The effective income tax rate in 2022 reflects favorable benefits associated with stock-based compensation and various state law changes (Note 5).

For 2025, we expect an effective income tax rate between 23% and 24%.

FINANCIAL CONDITION, LIQUIDITY, AND CAPITAL RESOURCES

Cash provided by operating activities, our principal source of liquidity, was $4.1 billion in 2024, $3.2 billion in 2023, and $4.2 billion in 2022. The increase in 2024 reflects improved operating results. The decrease in 2023 reflects lower operating results, offset in part by changes in working capital. We had negative working capital of $357 million at December 31, 2024 and working capital of $639 million at December 31, 2023. Cash and cash equivalents totaled $1.6 billion at both December 31, 2024, and December 31, 2023. We expect that cash on hand combined with cash provided by operating activities will be sufficient to meet our ongoing obligations. In addition, we believe our currently-available borrowing capacity, access to additional financing, ability to reduce shareholder distributions, and ability to moderate or defer property additions provide additional flexibility to meet our ongoing obligations in the short- and long-term.

Contractual obligations at December 31, 2024, including those that may have material cash requirements, include interest on fixed-rate long-term debt, long-term debt (Note 10), unconditional purchase obligations (Note 18), long-term advances from Conrail Inc. (Conrail) (Note 7), operating leases (Note 11), agreements with Consolidated Rail Corporation (CRC) (Note 7), and unrecognized tax benefits (Note 5).

	Total	2025	2026 - 2027	2028 - 2029	2030 and Subsequent
			($ in millions)		
Interest on fixed-rate long-term debt	$ 19,413	$ 776	$ 1,472	$ 1,383	$ 15,782
Long-term debt principal	18,108	555	1,223	1,212	15,118
Unconditional purchase obligations	1,225	519	455	95	156
Long-term advances from Conrail	534	-	-	-	534
Operating leases	314	89	116	62	47
Agreements with CRC	209	47	94	68	-
Unrecognized tax benefits*	82	-	-	-	82
Total	$ 39,885	$ 1,986	$ 3,360	$ 2,820	$ 31,719

* This amount is shown in the 2030 and Subsequent column because the year of settlement cannot be reasonably estimated.

Off balance sheet arrangements consist primarily of unrecognized obligations, including future interest payments on fixed-rate long-term debt and unconditional purchase obligations, which are included in the table above. Additionally, in connection with our ownership of an equity method investment, we have the option to acquire an intermodal terminal located in the southern U.S. for an amount that will be determined subsequent to the potential exercise of that option. Our option to purchase the terminal expires in the second quarter of 2025.

Cash used in investing activities was $2.8 billion in 2024, $2.2 billion in 2023, and $1.6 billion in 2022. The increase in 2024 was driven by the acquisition of the assets of the CSR, partially offset by higher borrowings against our COLI policies and increased proceeds from property sales. Please see Note 8 in the Notes to Consolidated Financial Statements for additional details on certain railway line sales and a discussion of the acquisition of the CSR assets. In 2023, the increase was primarily driven by higher property additions and lower proceeds from property sales.

Capital spending and track and equipment statistics can be found within the “Railway Property” section of Part I of this report on Form 10-K. For 2025, we expect property additions to approximate $2.2 billion.

Cash used in financing activities was $1.2 billion in 2024, while cash provided by financing activities was $115 million in 2023, and cash used in financing activities was $3.0 billion in 2022. The increase in cash used in financing activities in 2024 reflects lower proceeds from borrowing partially offset by the absence of repurchases of Common Stock. In 2023, the increase in cash provided by financing activities reflects lower repurchases of Common Stock and increased proceeds from borrowings, partially offset by higher debt repayments.

We did not repurchase any Common Stock during 2024, while we repurchased $622 million in 2023 and $3.1 billion in 2022, which resulted in the retirement of 2.8 million and 12.6 million shares in 2023 and 2022, respectively. As of December 31, 2024, $6.9 billion remains authorized by our Board of Directors for repurchase. The timing and volume of future share repurchases will be guided by our assessment of market conditions and other pertinent factors. Repurchases may be executed in the open market, through derivatives, accelerated repurchase and other negotiated transactions and through plans designed to comply with Rule 10b5-1(c) and Rule 10b-18 under the

Securities and Exchange Act of 1934. Any near-term purchases under the program are expected to be made with internally-generated cash, cash on hand, or proceeds from borrowings.

In June 2024, we entered into an agreement that provides us the ability to issue up to $800 million of unsecured commercial paper and is backed by our credit agreement. The unsecured short-term commercial paper program provides for borrowing at prevailing rates and includes covenants. At December 31, 2024, we had no outstanding commercial paper.

In May 2024, we renewed our accounts receivable securitization program with a maximum borrowing capacity of $400 million. Amounts under our accounts receivable securitization program are borrowed and repaid from time to time in the ordinary course for general corporate and cash management purposes. The term of our accounts receivable securitization program expires in May 2025. We had no amounts outstanding under this program and our available borrowing capacity was $400 million at both December 31, 2024 and December 31, 2023.

In January 2024, we renewed and amended our $800 million credit agreement. The amended agreement expires in January 2029, and provides for borrowings at prevailing rates and includes covenants. We had no amounts outstanding under this facility at either December 31, 2024 or December 31, 2023, and we are in compliance with all of its covenants.

In January 2024, we also entered into a term loan credit agreement that established a 364-day, $1.0 billion, unsecured delayed draw term loan facility under which we could borrow for general corporate purposes. The term loan credit agreement provided for borrowing at prevailing rates and included covenants that align with the $800 million credit agreement. The term loan expired undrawn in October 2024.

In addition, we have investments in general purpose COLI policies and had the ability to borrow against these policies. We had borrowed $605 million against these policies at December 31, 2024 and no amounts borrowed at December 31, 2023. Our remaining borrowing capacity was $40 million and $640 million at December 31, 2024 and December 31, 2023, respectively. In January 2025, we repaid all amounts that were borrowed against these policies at December 31, 2024.

Our debt-to-total capitalization ratio was 54.6% at December 31, 2024, compared with 57.3% at December 31, 2023. We discuss our credit agreement and our accounts receivable securitization program in Note 10. Upcoming annual debt maturities are also disclosed in Note 10. Overall, our goal is to maintain a capital structure with appropriate leverage to support our business strategy and provide flexibility through business cycles.

CRITICAL ACCOUNTING ESTIMATES

The preparation of financial statements in accordance with GAAP requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. These estimates and assumptions may require judgment about matters that are inherently uncertain, and future events are likely to occur that may require us to make changes to these estimates and assumptions. Accordingly, we regularly review these estimates and assumptions based on historical experience, changes in the business environment, and other factors we believe to be reasonable under the circumstances.

Incident Contingencies

We are currently involved in certain environmental response and remediation activities and subject to numerous legal proceedings and regulatory inquiries and investigations relating to the Incident. We have accrued estimates of the probable and reasonably estimable costs for the resolution of these matters. Our environmental estimates are based upon types of remediation efforts currently anticipated, the volume of contaminants in the impacted areas, and governmental oversight and other costs, amongst other factors. Estimates associated with the legal proceedings to

which we are subject are based on information that is currently available, including but not limited to an assessment of the proceedings and the potential and likely results of such proceedings.

Our current estimates of future environmental cleanup and remediation liabilities related to the Incident may change over time due to various factors, including but not limited to, the nature and extent of required future cleanup and removal activities (including those resulting from soil, water, sediment, and air assessment and investigative activities conducted at the site), and the extent and duration of governmental oversight, amongst other factors. Additionally, the final outcome of any of the legal proceedings and regulatory inquiries and investigations cannot be predicted with certainty, and developments related to the progress of such legal proceedings, inquiries, or investigations or other unfavorable or unexpected outcomes could result in additional costs or new or additionally accrued amounts that could be material to our results of operations in any particular year. Furthermore, certain costs may be recoverable under our insurance policies in effect at the date of the Incident or from third parties. Any amounts that are recoverable under our insurance policies or from third parties will be reflected in the period in which recovery is considered probable.

See Note 18 for more detailed information as it pertains to these contingencies.

Pensions and Other Postretirement Benefits

Accounting for pensions and other postretirement benefit plans requires us to make several estimates and assumptions (Note 13). These include the expected rate of return from investment of the plans' assets and the expected retirement age of employees as well as their projected earnings and mortality. In addition, the amounts recorded are affected by changes in the interest rate environment because the associated liabilities are discounted to their present value. We make these estimates based on our historical experience and other information we deem pertinent under the circumstances (for example, expectations of future stock market performance). We utilize an independent actuarial consulting firm's studies to assist us in selecting appropriate actuarial assumptions and valuing related liabilities.

For 2024, we assumed a long-term investment rate of return of 8.0%, which was supported by our long-term total rate of return on pension plan assets since inception, as well as our expectation of future returns. A one-percentage point decrease to this rate of return assumption would result in a $24 million increase in annual pension expense. We review assumptions related to our defined benefit plans annually, and while changes are likely to occur in assumptions concerning retirement age, projected earnings, and mortality, they are not expected to have a material effect on our net pension expense or net pension liability in the future. The net pension liability is recorded at net present value using discount rates that are based on the current interest rate environment in light of the timing of expected benefit payments. We utilize analyses in which the projected annual cash flows from the pension and postretirement benefit plans are matched with yield curves based on an appropriate universe of high-quality corporate bonds. We use the results of the yield curve analyses to select the discount rates that match the payment streams of the benefits in these plans. A one-percentage point decrease to this discount rate assumption would result in a $14 million increase in annual pension expense.

Properties and Depreciation

Most of our assets are long-lived railway properties (Note 8). "Properties" are stated principally at cost and are depreciated using the group method whereby assets with similar characteristics, use, and expected lives are grouped together in asset classes and depreciated using a composite depreciation rate. See Note 1 for a more detailed discussion of assumptions and estimates.

Expenditures, including those on leased assets, that extend an asset's useful life or increase its utility are capitalized. Expenditures capitalized include those that are directly related to a capital project and may include materials, labor, and other direct costs, in addition to an allocable portion of indirect costs that relate to a capital project. A significant portion of our annual capital spending relates to self-constructed assets. Costs related to repairs and

maintenance activities that, in our judgment, do not extend an asset's useful life or increase its utility are expensed when such repairs are performed.

Depreciation expense for 2024 totaled $1.4 billion. Our composite depreciation rates for 2024 are disclosed in Note 8; a one-year increase (or decrease) in the estimated average useful lives of depreciable assets would have resulted in an approximate $51 million decrease (or increase) to annual depreciation expense.

Personal Injury

Claims expense, included in "Materials and other" in the Consolidated Statements of Income, includes our estimate of costs for personal injuries.

To aid in valuing our personal injury liability and determining the amount to accrue with respect to such claims during the year, we utilize studies prepared by an independent actuarial consulting firm. The actuarial firm studies our historical patterns of reserving for claims and subsequent settlements, taking into account relevant outside influences. We adjust the liability quarterly based upon our assessment and the results of the study. The accuracy of our estimate of the liability is subject to inherent limitation given the difficulty of predicting future events and, as such, the ultimate loss sustained may vary from the estimated liability recorded.

See Note 18 for a more detailed discussion of the assumptions and estimates we use for personal injury.

Income Taxes

Our net deferred tax liability totaled $7.4 billion at December 31, 2024 (Note 5). This liability is estimated based on the expected future tax consequences of items recognized in the financial statements. After application of the federal statutory tax rate to book income, judgment is required with respect to the timing and deductibility of expenses in our income tax returns. For state income and other taxes, judgment is also required with respect to the apportionment among the various jurisdictions. A valuation allowance is recorded if we expect that it is more likely than not that deferred tax assets will not be realized. We have a $42 million valuation allowance on $467 million of deferred tax assets as of December 31, 2024, reflecting the expectation that substantially all of these assets will be realized.

OTHER MATTERS

Labor Agreements

Approximately 80% of our railroad employees are covered by collective bargaining agreements with various labor unions. Pursuant to the Railway Labor Act (RLA), these agreements remain in effect until new agreements are reached, or until the bargaining procedures mandated by the RLA are completed. Moratorium provisions in the labor agreements govern when the railroads and unions may propose changes to the agreements. We largely bargain nationally in concert with other major railroads, represented by the National Carriers' Conference Committee (NCCC).

Under current moratorium provisions, neither party was permitted to serve notice to compel a new round of mandatory collective bargaining until November 1, 2024. In the months prior to the opening of the current national bargaining round, we engaged in voluntary local discussions with our labor unions and, as a result, reached local tentative agreements with ten of our thirteen unions. A majority of those tentative agreements were subsequently ratified by union membership and became effective January 1, 2025, foreclosing the parties from serving new notices to compel mandatory bargaining until November 1, 2029.

For those unions with whom we have not yet reached a ratified agreement, the NCCC, on behalf of Norfolk Southern, sent bargaining notices on November 1, 2024, to commence mandatory direct negotiations as prescribed under the RLA. Even if the parties are unable to reach voluntary agreement during this first phase of RLA

bargaining, self-help (e.g., a strike or other work stoppage) related to this collective-bargaining process remains prohibited by law until a lengthy series of additional procedures mandated by the RLA, including federal mediation, are exhausted.

Market Risks

We manage overall exposure to fluctuations in interest rates by issuing both fixed- and floating- rate debt instruments. At December 31, 2024, we have no outstanding debt subject to interest rate fluctuations. Market risk for fixed-rate debt is estimated as the potential increase in fair value resulting from a one-percentage point decrease in interest rates as of December 31, 2024 and amounts to an increase of approximately $1.5 billion to the fair value of our debt at December 31, 2024. We consider it unlikely that interest rate fluctuations applicable to these instruments will result in a material adverse effect on our financial position, results of operations, or liquidity.

New Accounting Pronouncements

For a detailed discussion of new accounting pronouncements, see Note 1.

Inflation

In preparing financial statements, GAAP requires the use of historical cost that disregards the effects of inflation on the replacement cost of property. As a capital-intensive company, we have most of our capital invested in long-lived assets. The replacement cost of these assets, as well as the related depreciation expense, would be substantially greater than the amounts reported on the basis of historical cost.

FORWARD-LOOKING STATEMENTS

Certain statements in this report, including in Management's Discussion and Analysis of Financial Condition and Results of Operations, are "forward-looking statements" within the meaning of the "safe harbor" provisions of the Private Securities Litigation Reform Act of 1995, as amended. These statements relate to future events or our future financial performance and involve known and unknown risks, uncertainties, and other factors that may cause our actual results, levels of activity, performance, or our achievements or those of our industry to be materially different from those expressed or implied by any forward-looking statements. In some cases, forward-looking statements can be identified by terminology such as "may," "will," "could," "would," "should," "expect," "plan," "anticipate," "intend," "believe," "estimate," "project," "consider," "predict," "potential," "feel," or other comparable terminology. We have based these forward-looking statements on our current expectations, assumptions, estimates, beliefs, and projections. While we believe these expectations, assumptions, estimates, beliefs, and projections are reasonable, such forward-looking statements are only predictions and involve known and unknown risks and uncertainties, many of which involve factors or circumstances that are beyond our control. The following important

factors, including those discussed in Item 1A “Risk Factors,” may cause actual results, performance, or achievements to differ materially from those expressed or implied by these forward-looking statements:

- our ability to successfully implement our operational, productivity, and strategic initiatives;
- changes in domestic or international economic, political or business conditions, including those impacting the transportation industry;
- a significant adverse event on our network, including but not limited to a mainline accident, discharge of hazardous material, or climate-related or other network outage;
- the outcome of claims, litigation, governmental proceedings, and investigations involving the Company, including but not limited to the Incident Proceedings;
- the nature and extent of the Company's environmental remediation obligations with respect to the Incident;
- new or additional governmental regulation and/or operational changes resulting from or related to the Incident or the Incident Proceedings; and
- a significant cybersecurity incident or other disruption to our technology infrastructure.

The forward-looking statements herein are made only as of the date they were first issued, and unless otherwise required by applicable securities laws, we disclaim any intention or obligation to update or revise any forward-looking statements, whether as a result of new information, future events, or otherwise.

Additional Information

Investors and others should note that we routinely use the Investor Relations, Performance Metrics and Sustainability sections of our website (norfolksouthern.investorroom.com/key-investor-information, norfolksouthern.investorroom.com/weekly-performance-reports & www.norfolksouthern.com/sustainability) to post presentations to investors and other important information, including information that may be deemed material to investors. Information about us, including information that may be deemed material, may also be announced by posts on our social media channels, including X (formerly known as Twitter) (x.com/nscorp) and LinkedIn (www.linkedin.com/company/norfolk-southern). We may also use our website and social media channels for the purpose of complying with our disclosure obligations under Regulation FD. As a result, we encourage investors, the media, and others interested in Norfolk Southern to review the information posted on our website and social media channels. The information posted on our website and social media channels is not incorporated by reference in this Annual Report on Form 10-K.

Item 7A. Quantitative and Qualitative Disclosures About Market Risk

The information required by this item is included in Item 7 “Management’s Discussion and Analysis of Financial Condition and Results of Operations” under the heading “Market Risks.”

Item 8. Financial Statements and Supplementary Data

INDEX TO FINANCIAL STATEMENTS

Report of Management

February 10, 2025

To the Stockholders
Norfolk Southern Corporation:

Management is responsible for establishing and maintaining adequate internal control over financial reporting. In order to ensure that Norfolk Southern's internal control over financial reporting is effective, management regularly assesses such controls and did so most recently as of December 31, 2024. This assessment was based on criteria for effective internal control over financial reporting described in *Internal Control - Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission. Based on this assessment, management has concluded that we maintained effective internal control over financial reporting as of December 31, 2024.

KPMG LLP, independent registered public accounting firm, has audited our financial statements and issued an opinion on our internal control over financial reporting as of December 31, 2024.

/s/ Mark R. George	/s/ Jason A. Zampi	/s/ Claiborne L. Moore
Mark R. George President and Chief Executive Officer	Jason A. Zampi Executive Vice President and Chief Financial Officer	Claiborne L. Moore Vice President and Controller

Report of Independent Registered Public Accounting Firm

To the Stockholders and Board of Directors
Norfolk Southern Corporation:

Opinions on the Consolidated Financial Statements and Internal Control Over Financial Reporting

We have audited the accompanying consolidated balance sheets of Norfolk Southern Corporation and subsidiaries (the Company) as of December 31, 2024 and 2023, the related consolidated statements of income, comprehensive income, cash flows, and changes in stockholders' equity for each of the years in the three-year period ended December 31, 2024, and the related notes and financial statement schedule of valuation and qualifying accounts as listed in Item 15(A)2 (collectively, the consolidated financial statements). We also have audited the Company's internal control over financial reporting as of December 31, 2024, based on criteria established in *Internal Control - Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2024 and 2023, and the results of its operations and its cash flows for each of the years in the three-year period ended December 31, 2024, in conformity with U.S. generally accepted accounting principles.
Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2024 based on criteria established in *Internal Control - Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission.

Basis for Opinions

The Company's management is responsible for these consolidated financial statements, for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Annual Report on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on the Company's consolidated financial statements and an opinion on the Company's internal control over financial reporting based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud, and whether effective internal control over financial reporting was maintained in all material respects.

Our audits of the consolidated financial statements included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

Definition and Limitations of Internal Control Over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current period audit of the consolidated financial statements that was communicated or required to be communicated to the audit committee and that: (1) relates to accounts or disclosures that are material to the consolidated financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of a critical audit matter does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Sufficiency of audit evidence related to the capitalization of property expenditures

As discussed in Note 1 to the consolidated financial statements, expenditures that extend an asset's useful life or increase its utility are capitalized. The Company has recorded $35,831 million in net book value of properties at December 31, 2024 and has recorded $2,381 million in property additions for the year ended December 31, 2024. Expenditures capitalized include those that are directly related to a capital project and may include materials, labor and other direct costs, in addition to an allocable portion of indirect costs that relate to a capital project. A significant portion of the Company's annual capital spending relates to self-constructed assets. Costs related to repair and maintenance activities, that in the Company's judgment, do not extend an asset's useful life or increase its utility are expensed when such repairs are performed.

We identified the evaluation of the sufficiency of audit evidence related to capitalization of property expenditures as a critical audit matter. Subjective auditor judgment was required in determining procedures and evaluating audit results related to the capitalization of purchased services and compensation due to their usage for both self-constructed assets and repairs and maintenance.

The following are the primary procedures we performed to address the critical audit matter. We applied auditor judgment to determine the nature and extent of procedures to be performed over capitalized property expenditures. We evaluated the design and tested the operating effectiveness of certain internal controls over the Company's process to capitalize property expenditures, including controls over the determination of whether purchased services and compensation expenditures extend an asset's useful life or increase its utility. For a sample of property additions expenditures, we inquired and inspected support to evaluate that the expenditure extended an asset's useful life or increased its utility. We evaluated the sufficiency of audit evidence obtained by assessing the results of the procedures performed, including the appropriateness of the nature of such evidence.

/s/ KPMG LLP
KPMG LLP

We have served as the Company's auditor since 1982.

Atlanta, Georgia
February 10, 2025

Norfolk Southern Corporation and Subsidiaries
Consolidated Statements of Income

	Years ended December 31,		
	2024	**2023**	**2022**
	($ in millions, except per share amounts)		
Railway operating revenues	$ 12,123	$ 12,156	$ 12,745
Railway operating expenses			
Compensation and benefits	2,823	2,819	2,621
Purchased services and rents	2,048	2,070	1,922
Fuel	987	1,170	1,459
Depreciation	1,353	1,298	1,221
Materials and other	333	832	713
Restructuring and other charges	183	-	-
Eastern Ohio incident	325	1,116	-
Total railway operating expenses	8,052	9,305	7,936
Income from railway operations	4,071	2,851	4,809
Other income - net	65	191	13
Interest expense on debt	807	722	692
Income before income taxes	3,329	2,320	4,130
Income taxes	707	493	860
Net income	$ 2,622	$ 1,827	$ 3,270
Earnings per share			
Basic	$ 11.58	$ 8.04	$ 13.92
Diluted	11.57	8.02	13.88

See accompanying notes to consolidated financial statements.

Norfolk Southern Corporation and Subsidiaries
Consolidated Statements of Comprehensive Income

	Years ended December 31,		
	2024	**2023**	**2022**
	($ in millions)		
Net income	$ 2,622	$ 1,827	$ 3,270
Other comprehensive income, before tax:			
Pension and other postretirement benefits	70	36	51
Other comprehensive income of equity investees	7	4	17
Other comprehensive income, before tax	77	40	68
Income tax expense related to items of other comprehensive income	(19)	(9)	(17)
Other comprehensive income, net of tax	58	31	51
Total comprehensive income	$ 2,680	$ 1,858	$ 3,321

See accompanying notes to consolidated financial statements.

Norfolk Southern Corporation and Subsidiaries
Consolidated Balance Sheets

	At December 31, 2024	2023
	($ in millions)	
Assets		
Current assets:		
Cash and cash equivalents	$ 1,641	$ 1,568
Accounts receivable - net	1,069	1,147
Materials and supplies	277	264
Other current assets	201	292
Total current assets	3,188	3,271
Investments	3,370	3,839
Properties less accumulated depreciation of $13,957 and $13,265, respectively	35,831	33,326
Other assets	1,293	1,216
Total assets	$ 43,682	$ 41,652
Liabilities and stockholders' equity		
Current liabilities:		
Accounts payable	$ 1,704	$ 1,638
Income and other taxes	337	262
Other current liabilities	949	728
Current maturities of long-term debt	555	4
Total current liabilities	3,545	2,632
Long-term debt	16,651	17,175
Other liabilities	1,760	1,839
Deferred income taxes	7,420	7,225
Total liabilities	29,376	28,871
Stockholders' equity:		
Common Stock $1.00 per share par value, 1,350,000,000 shares authorized; outstanding 226,320,894 and 225,681,254 shares, respectively, net of treasury shares	228	227
Additional paid-in capital	2,247	2,179
Accumulated other comprehensive loss	(262)	(320)
Retained income	12,093	10,695
Total stockholders' equity	14,306	12,781
Total liabilities and stockholders' equity	$ 43,682	$ 41,652

See accompanying notes to consolidated financial statements.

Norfolk Southern Corporation and Subsidiaries
Consolidated Statements of Cash Flows

	Years ended December 31,		
	2024	**2023**	**2022**
	($ in millions)		
Cash flows from operating activities			
Net income	$ 2,622	$ 1,827	$ 3,270
Reconciliation of net income to net cash provided by operating activities:			
Depreciation	1,353	1,298	1,221
Deferred income taxes	176	(49)	83
Gains and losses on properties	(490)	(49)	(82)
Changes in assets and liabilities affecting operations:			
Accounts receivable	85	(2)	(171)
Materials and supplies	(13)	(11)	(35)
Other current assets	5	(54)	(18)
Current liabilities other than debt	548	435	23
Other - net	(234)	(216)	(69)
Net cash provided by operating activities	4,052	3,179	4,222
Cash flows from investing activities			
Property additions	(2,381)	(2,327)	(1,948)
Acquisition of assets of CSR	(1,643)	(22)	-
Property sales and other transactions	558	86	263
Investment purchases	(319)	(124)	(12)
Investment sales and other transactions	1,005	205	94
Net cash used in investing activities	(2,780)	(2,182)	(1,603)
Cash flows from financing activities			
Dividends	(1,221)	(1,225)	(1,167)
Common Stock transactions	26	3	(4)
Purchase and retirement of Common Stock	-	(622)	(3,110)
Proceeds from borrowings	1,051	3,293	1,832
Debt repayments	(1,055)	(1,334)	(553)
Net cash provided by (used in) financing activities	(1,199)	115	(3,002)
Net increase (decrease) in cash and cash equivalents	73	1,112	(383)
Cash and cash equivalents			
At beginning of year	1,568	456	839
At end of year	$ 1,641	$ 1,568	$ 456
Supplemental disclosures of cash flow information			
Cash paid during the year for:			
Interest (net of amounts capitalized)	$ 764	$ 653	$ 619
Income taxes (net of refunds)	305	681	750

See accompanying notes to consolidated financial statements.

Norfolk Southern Corporation and Subsidiaries
Consolidated Statements of Changes in Stockholders' Equity

	Common Stock	Additional Paid-in Capital	Accum. Other Comprehensive Loss	Retained Income	Total
	($ in millions, except per share amounts)				
Balance at December 31, 2021	$ 242	$ 2,215	$ (402)	$ 11,586	$ 13,641
Comprehensive income:					
Net income				3,270	3,270
Other comprehensive income			51		51
Total comprehensive income					3,321
Dividends on Common Stock, $4.96 per share				(1,167)	(1,167)
Share repurchases	(13)	(108)		(2,989)	(3,110)
Stock-based compensation	1	50		(3)	48
Balance at December 31, 2022	230	2,157	(351)	10,697	12,733
Comprehensive income:					
Net income				1,827	1,827
Other comprehensive income			31		31
Total comprehensive income					1,858
Dividends on Common Stock, $5.40 per share				(1,225)	(1,225)
Share repurchases	(3)	(24)		(600)	(627)
Stock-based compensation		46		(4)	42
Balance at December 31, 2023	227	2,179	(320)	10,695	12,781
Comprehensive income:					
Net income				2,622	2,622
Other comprehensive income			58		58
Total comprehensive income					2,680
Dividends on Common Stock, $5.40 per share				(1,221)	(1,221)
Stock-based compensation	1	68		(3)	66
Balance at December 31, 2024	$ 228	$ 2,247	$ (262)	$ 12,093	$ 14,306

See accompanying notes to consolidated financial statements.

The following Notes are an integral part of the Consolidated Financial Statements. Certain prior year information has been reclassified to conform to current year presentation.

1. Summary of Significant Accounting Policies

Description of Business and Operating Segments

Norfolk Southern Corporation is a Georgia-based holding company engaged principally in the rail transportation business, operating 19,200 route miles primarily in the Southeast, East, and Midwest. These consolidated financial statements include Norfolk Southern and its majority-owned and controlled subsidiaries (collectively, NS, we, us, and our). Norfolk Southern's major subsidiary is NSR. All significant intercompany balances and transactions have been eliminated in consolidation.

NSR and its railroad subsidiaries transport raw materials, intermediate products, and finished goods classified in the following commodity groups (percent of total railway operating revenues in 2024): intermodal (25%); agriculture, forest and consumer products (21%); chemicals (18%); metals and construction (14%); coal (13%); and automotive (9%). Although most of our customers are domestic, ultimate points of origination or destination for some of the products transported (particularly coal bound for export and some intermodal shipments) may be outside the U.S. Approximately 80% of our railroad employees are covered by collective bargaining agreements with various labor unions.

We manage our company as one reportable operating segment, railway operations, providing rail transportation to customers. We define our operating segment based on the way in which internally reported financial information is regularly reviewed by the chief operating decision maker, our chief executive officer, to analyze financial performance and allocate resources. Although we provide and analyze revenues by commodity group, the overall financial and operational performance of the railroad is analyzed as one operating segment due to the nature of our integrated rail network. Financial information and annual operating budgets and forecasts are prepared and reviewed by the chief operating decision maker at a consolidated level, making operational decisions to maximize consolidated financial results. The accounting policies of our railway operations segment are the same as those described in the summary of significant accounting policies herein.

The chief operating decision maker assesses performance for the railway operations segment and decides how to allocate resources based on "Net income" that is reported on the Consolidated Statements of Income. Net income is used to monitor budget versus actual results of the organization. Our consolidated financial results are used in assessing the performance of the segment and in establishing management's compensation. The measure of segment assets is reported on the Consolidated Balance Sheets as "Total assets." The chief operating decision maker uses net income generated from our railroad operations in determining capital allocations decisions, such as whether to reinvest profits into the rail network or into other parts of the entity or utilize them for other purposes, including paying dividends or repurchasing Common Stock.

Railway operations segment revenue, expenses, and profit and loss are disclosed below as reviewed and used by the chief operating decision maker. There are no other significant segment items or reconciling items to segment profit.

	2024	2023	2022
		($ in millions)	
Railway operating revenues (Note 2)	$ 12,123	$ 12,156	$ 12,745
Railway operating expenses			
Compensation and benefits	2,823	2,819	2,621
Purchased services	1,655	1,683	1,565
Equipment rents	393	387	357
Fuel	987	1,170	1,459
Depreciation	1,353	1,298	1,221
Materials	369	364	283
Claims	237	242	270
Other (Note 8)	(273)	226	160
Restructuring and other charges (Note 3)	183	-	-
Eastern Ohio incident (Note 18)	325	1,116	-
Total railway operating expenses	8,052	9,305	7,936
Income from railway operations	4,071	2,851	4,809
Other income - net (Note 4)	65	191	13
Interest expense on debt	807	722	692
Income before income taxes	3,329	2,320	4,130
Income taxes (Note 5)	707	493	860
Net income	$ 2,622	$ 1,827	$ 3,270

Total equity method investments are disclosed in Note 7 “Investments,” and total expenditures for long-lived assets are disclosed as “Property additions” on the Consolidated Statement of Cash Flows.

Use of Estimates

The preparation of financial statements in accordance with GAAP requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. We periodically review our estimates, including those related to the recoverability and useful lives of assets, as well as liabilities for litigation, environmental remediation, casualty claims, income taxes and pension and other postretirement benefits. Changes in facts and circumstances may result in revised estimates.

Revenue Recognition

Transportation revenues are recognized proportionally as a shipment moves from origin to destination, and related expenses are recognized as incurred. Certain of our contract refunds (which are primarily volume-based incentives) are recorded as a reduction to revenues on the basis of our best estimate of projected liability, which is based on historical activity, current shipment counts and expectation of future activity. Certain ancillary services, such as switching, demurrage and other incidental activities, may be provided to customers under their transportation contracts. The revenues associated with these distinct performance obligations are recognized when the services are performed or as contractual obligations are met.

Cash Equivalents

"Cash equivalents" are highly liquid investments purchased three months or less from maturity.

Allowance for Doubtful Accounts

Our allowance for doubtful accounts was $8 million and $7 million at December 31, 2024 and 2023, respectively. To determine our allowance for doubtful accounts, we evaluate historical loss experience (which has not been significant), the characteristics of current accounts, and general economic conditions and trends.

Materials and Supplies

"Materials and supplies," consisting mainly of items for maintenance of property and equipment, are stated at the lower of average cost or net realizable value. The cost of materials and supplies expected to be used in property additions or improvements is included in "Properties."

Investments

Investments in entities over which we have the ability to exercise significant influence but do not control the entity are accounted for using the equity method, whereby the investment is carried at the cost of the acquisition plus our equity in undistributed earnings or losses since acquisition.

Properties

"Properties" are stated principally at cost and are depreciated using the group method whereby assets with similar characteristics, use, and expected lives are grouped together in asset classes and depreciated using a composite depreciation rate. This methodology treats each asset class as a pool of resources, not as singular items. We use approximately 75 depreciable asset classes.

Depreciation expense is based on our assumptions concerning expected service lives of our properties as well as the expected net salvage that will be received upon their retirement. In developing these assumptions, we utilize periodic depreciation studies that are performed by an independent outside firm of consulting engineers and approved by the STB. Our depreciation studies are conducted about every three years for equipment and every six years for track assets and other roadway property. The frequency of these studies is consistent with guidelines established by the STB. We adjust our rates based on the results of these studies and implement the changes prospectively. The studies may also indicate that the recorded amount of accumulated depreciation is deficient (or in excess) of the amount indicated by the study. Any such deficiency (or excess) is amortized as a component of depreciation expense over the remaining service lives of the affected class of property, as determined by the study.

Key factors that are considered in developing average service life and salvage estimates include:

- statistical analysis of historical retirement data and surviving asset records,
- review of historical salvage received and current market rates,

- review of our operations including expected changes in technology, customer demand, maintenance practices and asset management strategies,
- review of accounting policies and assumptions, and
- industry review and analysis.

The composite depreciation rate for rail in high density corridors is derived based on consideration of annual gross tons as compared to the total or ultimate capacity of rail in these corridors. Our experience has shown that traffic density is a leading factor in the determination of the expected service life of rail in high density corridors. In developing the respective depreciation rate, consideration is also given to several rail characteristics including age, weight, condition (new or second-hand), and type (curved or straight).

We capitalize interest on major projects during the period of their construction. Expenditures, including those on leased assets, that extend an asset's useful life or increase its utility are capitalized. Expenditures capitalized include those that are directly related to a capital project and may include materials, labor, and other direct costs, in addition to an allocable portion of indirect costs that relate to a capital project. A significant portion of our annual capital spending relates to self-constructed assets. Removal activities occur in conjunction with replacement and are estimated based on the average percentage of time employees replacing assets spend on removal functions. Costs related to repairs and maintenance activities that, in our judgment, do not extend an asset's useful life or increase its utility are expensed when such repairs are performed.

When depreciable operating road and equipment assets are sold or retired in the ordinary course of business, the cost of the assets, net of sales proceeds or salvage, is charged to accumulated depreciation, and no gain or loss is recognized in earnings. Actual historical cost values are retired when available, such as with most equipment assets. The use of estimates in recording the retirement of certain roadway assets is necessary based on the impracticality of tracking individual asset costs. When retiring rail, ties, and ballast, we use statistical curves that indicate the relative distribution of the age of the assets retired. The historical cost of other roadway assets is estimated using a combination of inflation indices specific to the rail industry and those published by the U.S. Bureau of Labor Statistics. The indices are applied to the replacement value based on the age of the retired assets. These indices are used because they closely correlate with the costs of roadway assets. Gains and losses on disposal of operating land are included in "Materials and other" expenses. Gains and losses on disposal of non-operating land and non-rail assets are included in "Other income - net" since such income is not a product of our railroad operations.

A retirement is considered abnormal if it does not occur in the ordinary course of business, if it relates to disposition of a large segment of an asset class, and if the retirement varies significantly from the retirement profile identified through our depreciation studies, which inherently consider the impact of normal retirements on expected service lives and depreciation rates. Gains or losses from abnormal retirements are recognized in income from railway operations.

We review the carrying amount of properties whenever events or changes in circumstances indicate that such carrying amount may not be recoverable based on future undiscounted cash flows. Assets that are deemed impaired as a result of such review are recorded at the lower of carrying amount or fair value.

New Accounting Pronouncements

In November 2023, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2023-07, "*Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures.*" This update requires additional reportable segment disclosures, primarily through enhanced disclosures about significant segment expenses and information used to assess performance. The ASU is effective for fiscal years beginning after December 15, 2023 and interim periods within fiscal years beginning after December 15, 2024. We adopted the ASU on January 1, 2024 and updated our segment disclosures in Note 1.

In December 2023, the FASB issued ASU 2023-09, "*Income Taxes (Topic 740): Improvements to Income Tax Disclosures.*" This update requires additional disclosures including greater disaggregation of information in the reconciliation of the statutory rate to the effective rate and income taxes paid disaggregated by jurisdiction. The ASU is effective for fiscal years beginning after December 15, 2024. We did not adopt the standard early and are currently evaluating the effect on our financial statements.

In November 2024, the FASB issued ASU 2024-03, "*Income Statement - Reporting Comprehensive Income - Expense Disaggregation Disclosures (Subtopic 220-40).*" This update requires an entity to disclose specific information about certain costs and expenses in the notes to its financial statements for interim and annual reporting periods. Entities are required to provide disaggregated information about expenses to help investors better understand performance, better assess prospects for future cash flows, and compare performance over time and with that of other entities. The ASU is effective for fiscal years beginning after December 15, 2026 and interim periods within fiscal years beginning after December 15, 2027. We will not early adopt the standard and are currently evaluating the effect on our financial statements.

2.
Railway Operating Revenues

The following table disaggregates our revenues by major commodity group:

	2024	2023	2022
		($ in millions)	
Merchandise:			
Agriculture, forest and consumer products	$ 2,521	$ 2,530	$ 2,493
Chemicals	2,123	2,054	2,148
Metals and construction	1,682	1,634	1,652
Automotive	1,144	1,135	1,038
Merchandise	7,470	7,353	7,331
Intermodal	3,042	3,090	3,681
Coal	1,611	1,713	1,733
Total	$ 12,123	$ 12,156	$ 12,745

We recognize the amount of revenues to which we expect to be entitled for the transfer of promised goods or services to customers. A performance obligation is created when a customer under a transportation contract or public tariff submits a bill of lading to us for the transport of goods. These performance obligations are satisfied as the shipments move from origin to destination. As such, transportation revenues are recognized proportionally as a shipment moves, and related expenses are recognized as incurred. These performance obligations are generally short-term in nature with transit days averaging approximately one week or less for each commodity group. The customer has an unconditional obligation to pay for the service once the service has been completed. Estimated revenues associated with in-process shipments at period-end are recorded based on the estimated percentage of service completed. We had no material remaining performance obligations at December 31, 2024 and 2023.

We may provide customers ancillary services, such as switching, demurrage, and other incidental activities, under their transportation contracts. The revenues associated with these distinct performance obligations are recognized when the services are performed or as contractual obligations are met. These revenues are included within each of the commodity groups and represent approximately 4%, 5%, and 7%, respectively, of total "Railway operating revenues" on the Consolidated Statements of Income for the years ended December 31, 2024, 2023, and 2022.

Revenues related to interline transportation services that involve another railroad are reported on a net basis. Therefore, the portion of the amount that relates to another party is not reflected in revenues.

Under the typical terms of our freight contracts, payment for services is due within fifteen days of billing the customer, thus there are no significant financing components. "Accounts receivable - net" on the Consolidated Balance Sheets includes both customer and non-customer receivables as follows:

	December 31, 2024	2023
	($ in millions)	
Customer	$ 787	$ 882
Non-customer	282	265
Accounts receivable - net	$ 1,069	$ 1,147

Non-customer receivables include non-revenue-related amounts due from other railroads, governmental entities, insurers, and others. We do not have any material contract assets or liabilities at December 31, 2024 and 2023.

3.
Restructuring and Other Charges

In 2024, we initiated voluntary and involuntary separation programs to reduce our management workforce. Through these programs, approximately 350 management employees were separated from service by May 2024. "Restructuring and other charges" reflects separation payments and other benefits to the impacted management employees and amounted to $69 million. Additionally, we evaluated the impact of these separation programs on our pension and other postretirement benefit plans, as further discussed in Note 13.

During 2024, we made strategic decisions to cease development of certain technology projects that had not been placed into service and which resulted in a write-down of these assets. Additionally, we discontinued the use of our Triple Crown Road Railer assets, and, with a planned disposition of the entire asset class, we incurred expenses to reflect these assets at their net realizable value. As a result, "Restructuring and other charges" includes an additional $79 million of expenses related to these efforts.

In March 2024, we appointed John Orr as Executive Vice President and Chief Operating Officer of the Company. "Restructuring and other charges" in 2024 also includes $35 million of costs related to this appointment, including an agreement with his previous employer, CPKC, that resulted in a $25 million payment and certain commercial considerations to CPKC in exchange for a waiver of his non-compete provisions.

4.
Other Income - Net

	2024	2023	2022
		($ in millions)	
Pension and other postretirement benefits (Note 13)	$ 120	$ 117	$ 126
COLI - net	17	65	(77)
Shareholder advisory costs	(59)	-	-
Other	(13)	9	(36)
Total	$ 65	$ 191	$ 13

5.
Income Taxes

	2024	2023	2022
	($ in millions)		
Current:			
Federal	$ 445	$ 437	$ 645
State	86	105	132
Total current taxes	531	542	777
Deferred:			
Federal	198	(27)	206
State	(22)	(22)	(123)
Total deferred taxes	176	(49)	83
Income taxes	$ 707	$ 493	$ 860

During 2024, we recorded a $
27 million deferred income tax benefit as a result of a subsidiary restructuring.

Reconciliation of Statutory Rate to Effective Rate

"Income taxes" on the Consolidated Statements of Income differs from the amounts computed by applying the statutory federal corporate tax rate as follows:

	2024		2023		2022	
	Amount	%	Amount	%	Amount	%
	($ in millions)					
Federal income tax at statutory rate	$ 699	21.0	$ 487	21.0	$ 867	21.0
State income taxes, net of federal tax effect	66	2.0	65	2.9	143	3.5
Tax credits	(14)	(0.4)	(27)	(1.2)	(10)	(0.2)
State law changes	(15)	(0.4)	-	-	(136)	(3.3)
Other, net	(29)	(1.0)	(32)	(1.4)	(4)	(0.2)
Income taxes	$ 707	21.2	$ 493	21.3	$ 860	20.8

On July 8, 2022, House Bill 1342 was signed into law in the Commonwealth of Pennsylvania, which reduced its corporate income tax rate from 9.99% to 4.99%, through a series of phased reductions beginning each tax year from January 1, 2023 through January 1, 2031. GAAP requires companies to recognize the effect of tax law changes in the period of enactment. As a result, in 2022, we recognized a $136 million benefit in "Income taxes" with a corresponding reduction in "Deferred income taxes."

Deferred Tax Assets and Liabilities

Certain items are reported in different periods for financial reporting and income tax purposes. Deferred tax assets and liabilities are recorded in recognition of these differences. The tax effects of temporary differences that give rise to significant portions of the deferred tax assets and deferred tax liabilities are as follows:

	December 31, 2024	2023
	($ in millions)	
Deferred tax assets:		
Accruals, including casualty and other claims	$ 289	$ 360
Compensation and benefits, including postretirement benefits	21	55
Other	157	155
Total gross deferred tax assets	467	570
Less valuation allowance	(42)	(31)
Net deferred tax assets	425	539
Deferred tax liabilities:		
Property	(7,397)	(7,218)
Other	(448)	(546)
Total deferred tax liabilities	(7,845)	(7,764)
Deferred income taxes	$ (7,420)	$ (7,225)

Except for amounts for which a valuation allowance has been provided, we believe that it is more likely than not that the results of future operations will generate sufficient taxable income to realize the deferred tax assets. The valuation allowance at the end of each year primarily relates to subsidiary state income tax net operating losses and state investment tax credits that may not be utilized prior to their expiration. The total valuation allowance increased by $11 million in 2024, decreased by $10 million in 2023, and decreased by $19 million in 2022.

Uncertain Tax Positions

A reconciliation of the beginning and ending amount of unrecognized tax benefits is as follows:

	December 31, 2024	2023
	($ in millions)	
Balance at beginning of year	$ 55	$ 22
Additions based on tax positions related to the current year	26	30
Additions for tax positions of prior years	3	9
Reductions for tax positions of prior years	(1)	(1)
Lapse of statutes of limitations	(1)	(5)
Balance at end of year	$ 82	$ 55

Included in the balance of unrecognized tax benefits at December 31, 2024 are potential benefits of $66 million that would affect the effective tax rate if recognized. Unrecognized tax benefits are adjusted in the period in which new information about a tax position becomes available or the final outcome differs from the amount recorded.

The statute of limitations on Internal Revenue Service examinations has expired for all years prior to 2019. Our consolidated federal income tax returns for 2019 through 2021 are currently being audited by the IRS. We anticipate that the IRS will complete its examination in 2025. State income tax returns are generally subject to examination for a period of three to four years after the return. In addition, we are generally obligated to report changes in taxable income arising from federal income tax examinations to the states within a period of up to two years from the date the federal examination is final. We have various state income tax returns either under examination, administrative appeal, or litigation.

6.
Fair Value Measurements

FASB Accounting Standards Codification (ASC) 820-10, "*Fair Value Measurements,*" established a framework for measuring fair value and a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value into three broad levels, as follows:

Level 1 Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that we have the ability to access.

Level 2 Inputs to the valuation methodology include:

- quoted prices for similar assets or liabilities in active markets,
- quoted prices for identical or similar assets or liabilities in inactive markets,
- inputs other than quoted prices that are observable for the asset or liability, and
- inputs that are derived principally from or corroborated by observable market data by correlation or other means.

If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability.

Level 3 Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The asset or liability's fair value measurement level within the hierarchy is based on the lowest level of any input that is significant to the fair value measurement.

Fair Values of Financial Instruments

The fair values of "Cash and cash equivalents," "Accounts receivable - net," and "Accounts payable," approximate carrying values because of the short maturity of these financial instruments. The carrying value of COLI is recorded at cash surrender value and, accordingly, approximates fair value. There are no other assets or liabilities measured at fair value on a recurring basis at December 31, 2024 or 2023.
The carrying amounts and estimated fair values, based on Level 1 inputs, of long-term debt consist of the following at December 31:

	2024		2023	
	Carrying Amount	Fair Value	Carrying Amount	Fair Value
	($ in millions)			
Long-term debt, including current maturities	$ (17,206)	$ (15,656)	$ (17,179)	$ (16,631)

7.
Investments

	December 31, 2024	2023
	($ in millions)	
Long-term investments:		
Equity method investments:		
Conrail	$ 1,748	$ 1,656
TTX	1,013	964
Other	423	428
Total equity method investments	3,184	3,048
COLI at net cash surrender value	161	774
Other investments	25	17
Total long-term investments	$ 3,370	$ 3,839

We had $
605 million of borrowings against our COLI policies outstanding at December 31, 2024, with no amounts outstanding at December 31, 2023, which are included in the "Investment sales and other transactions" line item within investing activities in the Consolidated Statements of Cash Flows. In January 2025, we repaid all amounts that were borrowed against these policies at December 31, 2024.

Investment in Conrail

Through a limited liability company, we and CSX jointly own Conrail, whose primary subsidiary is CRC. We have a 58% economic and 50% voting interest in the jointly-owned entity, and CSX has the remainder of the economic and voting interests. We are amortizing the excess of the purchase price over Conrail's net equity using the principles of purchase accounting, based primarily on the estimated useful lives of Conrail's depreciable property and equipment, including the related deferred tax effect of the differences in book and tax accounting bases for such assets, as all of the purchase price at acquisition was allocable to Conrail's tangible assets and liabilities. At December 31, 2024, our investment in Conrail exceeds our share of Conrail's underlying net equity by $469 million.

CRC owns and operates certain properties (the Shared Assets Areas) for the joint and exclusive benefit of NSR and CSX Transportation, Inc. (CSXT). The costs of operating the Shared Assets Areas are borne by NSR and CSXT based on usage. In addition, NSR and CSXT pay CRC a fee for access to the Shared Assets Areas. "Purchased services and rents" and "Fuel" include expenses payable to CRC for operation of the Shared Assets Areas totaling $198 million in 2024, $164 million in 2023, and $156 million in 2022. Future payments for access fees due to CRC under the Shared Assets Areas agreements are as follows: $47 million in each of 2025 through 2028 and $21 million thereafter. We provide certain general and administrative support functions to Conrail, the fees for which are billed in accordance with several service-provider arrangements and approximate $7 million annually.

"Accounts payable" includes $243 million at December 31, 2024, and $198 million at December 31, 2023, due to Conrail for the operation of the Shared Assets Areas. "Other liabilities" includes $534 million at December 31, 2024 and 2023, respectively, for long-term advances from Conrail, maturing in 2050 that bear interest at an average rate of 1.31%.

Our equity in Conrail's earnings, net of amortization, was $89 million for 2024, $70 million for 2023, and $58 million for 2022. These amounts partially offset the costs of operating the Shared Assets Areas and are included in "Purchased services and rents." Equity in Conrail's earnings is included in the "Other - net" line item within operating activities in the Consolidated Statements of Cash Flows.

Investment in TTX

We and six other North American railroads collectively own TTX, a railcar pooling company that provides its owner-railroads with standardized fleets of intermodal, automotive, and general use railcars at stated rates. We have a 19.78% ownership interest in TTX.

Expenses incurred for use of TTX equipment are included in "Purchased services and rents." This amounted to $295 million, $274 million, and $256 million, respectively, for the years ended December 31, 2024, 2023 and 2022. Our equity in TTX's earnings partially offsets these costs and totaled $48 million for 2024, $47 million for 2023 and $53 million for 2022. Equity in TTX's earnings is included in the "Other - net" line item within operating activities in the Consolidated Statements of Cash Flows.

8.
Properties

December 31, 2024	Cost	Accumulated Depreciation	Net Book Value	Depreciation Rate [1]
		($ in millions)		
Land	$ 4,125	$ -	$ 4,125	-
Roadway:				
Rail and other track material	8,402	(2,098)	6,304	2.44 %
Ties	6,450	(1,860)	4,590	3.35 %
Ballast	3,339	(1,005)	2,334	2.73 %
Construction in process	680	-	680	-
Other roadway	15,038	(4,589)	10,449	2.73 %
Total roadway	33,909	(9,552)	24,357	
Equipment:				
Locomotives	6,242	(2,180)	4,062	3.66 %
Freight cars	2,733	(1,021)	1,712	2.45 %
Computers and software	1,149	(570)	579	9.88 %
Construction in process	236	-	236	-
Other equipment	1,304	(558)	746	4.60 %
Total equipment	11,664	(4,329)	7,335	
Other property	90	(76)	14	2.48 %
Total properties	$ 49,788	$ (13,957)	$ 35,831	

December 31, 2023	Cost	Accumulated Depreciation	Net Book Value	Depreciation Rate [1]
		($ in millions)		
Land	$ 2,439	$ -	$ 2,439	-
Roadway:				
Rail and other track material	8,011	(2,006)	6,005	2.41 %
Ties	6,205	(1,773)	4,432	3.42 %
Ballast	3,224	(937)	2,287	2.80 %
Construction in process	522	-	522	-
Other roadway	14,663	(4,290)	10,373	2.72 %
Total roadway	32,625	(9,006)	23,619	
Equipment:				
Locomotives	6,091	(2,105)	3,986	3.64 %
Freight cars	2,792	(1,037)	1,755	2.42 %
Computers and software	1,042	(542)	500	9.36 %
Construction in process	271	-	271	-
Other equipment	1,241	(501)	740	4.61 %
Total equipment	11,437	(4,185)	7,252	
Other property	90	(74)	16	2.48 %
Total properties	$ 46,591	$ (13,265)	$ 33,326	

[1] Composite annual depreciation rate for the underlying assets, excluding the effects of the amortization of any deficiency (or excess) that resulted from our depreciation studies.

Acquisition of Assets of Cincinnati Southern Railway

On March 15, 2024, we completed the acquisition of a 337 mile railway line that extends from Cincinnati, Ohio to Chattanooga, Tennessee from the CSR for $1.7 billion. We previously operated this line subject to an operating lease agreement, which was terminated upon the close of the transaction. Lease expense associated with the prior operating lease agreement totaled $ 5 million, $26 million, and $25 million in 2024, 2023, and 2022, respectively. The purchase price was allocated to the assets acquired in the transaction. The asset purchase is reflected in "Properties less accumulated depreciation" on the Consolidated Balance Sheet and is distinctly identified in the "Cash flows from investing activities" section of the Consolidated Statement of Cash Flows.

Sales of Railway Lines

On September 5, 2024, we consummated a transaction with the VPRA to sell a railway line ("Manassas Line") to support the expansion of passenger rail service in the Commonwealth of Virginia. The total purchase price to be paid by the VPRA is $357 million and we received $315 million in cash proceeds at closing. The remainder of the proceeds are expected to be received by the end of 2027. The total gain recognized as a result of the transaction was $323 million. Additionally, the VPRA also agreed to exchange a railway line ("V-Line") in consideration for the land and above ground assets described as the "Seminary Passage." This transaction closed in November 2024 and

the gain recognized as a result of the transaction was $53 million.

On September 6, 2024, we consummated an agreement with the City of Charlotte to sell a railway line between Charlotte and Mecklenburg County, NC in exchange for $74 million. The cash proceeds from the transaction were received at closing and the transaction resulted in a gain of $57 million.

The gains from these transactions are reflected in “Gains and losses on properties” and cash proceeds are included in “Property sales and other transactions” on the Consolidated Statement of Cash Flows.

Capitalized Interest

Total interest cost incurred on debt was $833 million, $743 million, and $708 million during 2024, 2023, and 2022, respectively, of which $26 million, $21 million, and $16 million was capitalized during 2024, 2023, and 2022, respectively.

9.
Current Liabilities

	December 31, 2024	2023
	($ in millions)	
Accounts payable:		
Accounts and wages payable	$ 985	$ 997
Due to Conrail (Note 7)	243	198
Casualty and other claims (Note 18)	216	186
Vacation liability	146	144
Other	114	113
Total	$ 1,704	$ 1,638
Other current liabilities:		
Current Eastern Ohio incident liability (Note 18)	$ 585	$ 346
Interest payable	204	193
Current operating lease liability (Note 11)	81	105
Pension benefit obligations (Note 13)	21	21
Other	58	63
Total	$ 949	$ 728

10.
Debt

Debt maturities are presented below:

	December 31, 2024	2023
	($ in millions)	
Notes and debentures, with weighted-average interest rates as of December 31, 2024:		
4.08% maturing to 2029	$ 2,981	$ 2,981
4.33% maturing 2030 to 2034	2,883	2,883
4.28% maturing 2037 to 2064	10,847	10,847
5.22% maturing 2097 to 2121	1,384	1,384
Finance leases	13	17
Discounts, premiums, and debt issuance costs	(902)	(933)
Total debt	17,206	17,179
Less current maturities and short-term debt	(555)	(4)
Long-term debt excluding current maturities and short-term debt	$ 16,651	$ 17,175

Long-term debt maturities subsequent to 2025 are as follows:	
2026	$ 602
2027	621
2028	602
2029	610
2030 and subsequent years	14,216
Total	$ 16,651

In June 2024, we entered into an agreement that provides us the ability to issue up to $800 million of unsecured commercial paper and is backed by our credit agreement. The unsecured short-term commercial paper program provides for borrowing at prevailing rates and includes covenants. At December 31, 2024, we had no outstanding commercial paper.

In May 2024, we renewed our accounts receivable securitization program with a maximum borrowing capacity of $400 million. Amounts under our accounts receivable securitization program are borrowed and repaid from time to time in the ordinary course for general corporate and cash management purposes. The term of our accounts receivable securitization program expires in May 2025. Amounts received under this facility are accounted for as borrowings. We had no amounts outstanding under this program and our available borrowing capacity was $400 million at both December 31, 2024, and December 31, 2023. Our accounts receivable securitization program was supported by $790 million and $903 million in receivables at December 31, 2024 and December 31, 2023, respectively, which are included in “Accounts receivable - net.”

Credit Agreement and Debt Covenants

In January 2024, we renewed and amended our $
800 million credit agreement. The amended agreement expires in January 2029, and provides for borrowings at prevailing rates and includes covenants. We had no amounts outstanding under this facility at either December 31, 2024 or December 31, 2023, and we are in compliance with all of its covenants.

In January 2024, we entered into a term loan credit agreement that established a 364-day, $1.0 billion, unsecured delayed draw term loan facility under which we could borrow for general corporate purposes. The term loan credit agreement provided for borrowing at prevailing rates and included covenants that align with the $800 million credit agreement. The term loan expired undrawn in October 2024.

11. Leases

We are committed under long-term lease agreements for equipment, lines of road, and other property. We combine lease and non-lease components for new and reassessed leases. Some of these agreements are variable lease agreements that include usage-based payments. These agreements contain payment provisions that depend on an index or rate, initially measured using the index or rate at the lease commencement date, and are therefore not included in our future minimum lease payments. Our long-term lease agreements do not contain any material restrictive covenants.

Our equipment leases have remaining terms of less than 1 year to 7 years and our lines of road and land leases have remaining terms of less than 1 year to 133 years. Some of these leases include options to extend the leases for up to 99 years and some include options to terminate the leases within 30 days. Because we are not reasonably certain to exercise these renewal options, the options are not considered in determining the lease term, and associated payments are excluded from future minimum lease payments.

Leases with an initial term of twelve months or less are not recorded on the balance sheet. We recognize lease expense for these leases on a straight-line basis over the lease term.

Operating lease amounts included on the Consolidated Balance Sheets are as follows:

		December 31,	
		2024	2023
		($ in millions)	
	Classification		
Assets			
Right-of-use (ROU) assets	Other assets	$ 271	$ 390
Liabilities			
Current lease liabilities	Other current liabilities	$ 81	$ 105
Non-current lease liabilities	Other liabilities	191	287
Total lease liabilities		$ 272	$ 392

The components of total lease expense, primarily included in “Purchased services and rents,” are as follows:

	2024	2023	2022
	($ in millions)		
Operating lease expense	$ 102	$ 115	$ 101
Variable lease expense	84	84	55
Short-term lease expense	10	15	18
Total lease expense	$ 196	$ 214	$ 174

In March 2019, we entered into a non-cancellable lease for an office building. In 2021, the construction of the office building was completed, and the lease commenced. The initial lease term is five years with options to renew, purchase, or sell the office building at the end of the lease term. The lease contains a residual value guarantee of up to eighty-three percent of the total construction cost of $499 million.

Other information related to operating leases is as follows:

	December 31, 2024	2023
Weighted-average remaining lease term (years) on operating leases	6.64	6.12
Weighted-average discount rates on operating leases	3.96 %	3.78 %

As the rates implicit in most of our leases are not readily determinable, we use a collateralized incremental borrowing rate based on the information available at the lease commencement date in determining the present value of future payments. We use the portfolio approach and group leases into short-, medium-, and long-term categories, applying the corresponding incremental borrowing rates to these categories.

During 2024 and 2023, respectively, ROU assets obtained in exchange for new operating lease liabilities were $21 million and $65 million, respectively. Cash paid for amounts included in the measurement of lease liabilities was $102 million and $117 million in 2024 and 2023, respectively, and is included in operating cash flows.

Future minimum lease payments under non-cancellable operating leases are as follows:

	December 31, 2024 *($ in millions)*
2025	$ 89
2026	69
2027	47
2028	35
2029	27
2030 and subsequent years	47
Total lease payments	314
Less: Interest	42
Present value of lease liabilities	$ 272

	December 31, 2023
	($ in millions)
2024	$ 116
2025	105
2026	85
2027	42
2028	30
2029 and subsequent years	66
Total lease payments	444
Less: Interest	52
Present value of lease liabilities	$ 392

12.
Other Liabilities

	December 31,	
	2024	**2023**
	($ in millions)	
Long-term advances from Conrail (Note 7)	$ 534	$ 534
Net pension obligations (Note 13)	252	279
Casualty and other claims (Note 18)	229	221
Non-current operating lease liability (Note 11)	191	287
Net other postretirement benefit obligations (Note 13)	133	172
Non-current Eastern Ohio incident liability (Note 18)	103	118
Deferred compensation	90	80
Other	228	148
Total	$ 1,760	$ 1,839

13.
Pensions and Other Postretirement Benefits

We have both funded and unfunded defined benefit pension plans covering eligible employees. We also provide specified health care benefits to eligible retired employees; these plans can be amended or terminated at our option. Under our self-insured retiree health care plan, for those participants who are not Medicare-eligible, certain health care expenses are covered for retired employees and their dependents, reduced by any deductibles, coinsurance, and, in some cases, coverage provided under other group insurance policies. Eligible retired participants and their spouses who are Medicare-eligible are not covered under the self-insured retiree health care plan, but instead are provided with an employer-funded health reimbursement account which can be used for reimbursement of health insurance premiums or eligible out-of-pocket medical expenses.

Pension and Other Postretirement Benefit Obligations and Plan Assets

	Pension Benefits		Other Postretirement Benefits	
	2024	2023	2024	2023
	($ in millions)			
Change in benefit obligations:				
Benefit obligation at beginning of year	$ 2,151	$ 2,051	$ 310	$ 326
Service cost	26	25	4	4
Interest cost	107	108	15	17
Actuarial (gains) losses	(91)	122	(21)	1
Plan amendments	-	-	-	(5)
Benefits paid	(155)	(155)	(32)	(33)
Curtailment	-	-	2	-
Benefit obligation at end of year	2,038	2,151	278	310
Change in plan assets:				
Fair value of plan assets at beginning of year	2,503	2,260	138	122
Actual return on plan assets	181	375	21	21
Employer contributions	22	23	18	28
Benefits paid	(155)	(155)	(32)	(33)
Fair value of plan assets at end of year	2,551	2,503	145	138
Funded status at end of year	$ 513	$ 352	$ (133)	$ (172)
Amounts recognized in the Consolidated Balance Sheets:				
Other assets	$ 786	$ 652	$ -	$ -
Other current liabilities	(21)	(21)	-	-
Other liabilities	(252)	(279)	(133)	(172)
Net amount recognized	$ 513	$ 352	$ (133)	$ (172)
Amounts included in accumulated other comprehensive loss (before tax):				
Net (gain) loss	$ 488	$ 574	$ (56)	$ (28)
Prior service benefit	(4)	(5)	(113)	(156)

Our accumulated benefit obligation for our defined benefit pension plans is $ 1.9 billion and $2.0 billion at December 31, 2024 and 2023, respectively. Our unfunded pension plans, included above, which in all cases have no assets, had projected benefit obligations of $273 million and $300 million at December 31, 2024 and 2023, respectively, and had accumulated benefit obligations of $256 million and $273 million at December 31, 2024 and 2023, respectively.

Pension and Other Postretirement Benefit Cost Components

	2024	2023	2022
	($ in millions)		
Pension benefits:			
Service cost	$ 26	$ 25	$ 40
Interest cost	107	108	67
Expected return on plan assets	(203)	(208)	(213)
Amortization of net losses	17	4	49
Amortization of prior service benefit	(1)	(1)	-
Net benefit	$ (54)	$ (72)	$ (57)
Other postretirement benefits:			
Service cost	$ 4	$ 4	$ 6
Interest cost	15	17	9
Expected return on plan assets	(11)	(11)	(13)
Amortization of net gains	(1)	-	-
Amortization of prior service benefit	(23)	(26)	(25)
Curtailment gain	(20)	-	-
Net benefit	$ (36)	$ (16)	$ (23)

The service cost component of defined benefit pension cost and other postretirement benefit cost are reported within "Compensation and benefits" and all other components are presented in "Other income - net" on the Consolidated Statements of Income.

During 2024, we commenced voluntary and involuntary separation programs to reduce our nonagreement workforce. Through these programs, approximately 350 employees were separated from service by May 2024. In accordance with FASB ASC Topic 715, "*Compensation-Retirement Benefits*," we evaluated whether a curtailment of our pension and other postretirement benefit plans had occurred. While the reduction in our workforce did not result in a curtailment to our pension benefit plans, a curtailment to our other postretirement benefit plan did occur as the future years of service of plan participants were reduced in excess of 10%. As a result, we recognized a curtailment gain of $20 million in 2024 for the impacted portion of the prior service benefit previously recorded within accumulated other comprehensive loss.

Other Changes in Plan Assets and Benefit Obligations Recognized in Other Comprehensive Income

	2024	
	Pension Benefits	Other Postretirement Benefits
	($ in millions)	
Net gains arising during the year	$ (69)	$ (31)
Amortization of net gains (losses)	(17)	1
Amortization of prior service benefit	1	23
Prior service benefit due to curtailment	-	20
Effect of curtailment	-	2
Total recognized in other comprehensive income	$ (85)	$ 15
Total recognized in net periodic cost and other comprehensive income	$ (139)	$ (21)

Net gains arising during the year for both pension benefits and other postretirement benefits were due primarily to an increase in discount rates, in addition to higher actual returns on plan assets for our other postretirement benefit plan assets.

The estimated net losses and prior service credits for the pension plans that will be amortized from accumulated other comprehensive loss into net periodic cost over the next year are $22 million. The estimated prior service benefit and net gains for the other postretirement benefit plans that will be amortized from accumulated other comprehensive loss into net periodic benefit over the next year is $24 million.

Pension and Other Postretirement Benefits Assumptions

Costs for pension and other postretirement benefits are determined based on actuarial valuations that reflect appropriate assumptions as of the measurement date, ordinarily the beginning of each year. The funded status of the plans is determined using appropriate assumptions as of each year end. A summary of the major assumptions follows:

	2024	2023	2022
Pension funded status:			
Discount rate	5.73 %	5.23 %	5.56 %
Future salary increases	4.44 %	4.44 %	4.44 %
Other postretirement benefits funded status:			
Discount rate	5.52 %	5.11 %	5.45 %
Pension cost:			
Discount rate - service cost	5.41 %	5.75 %	3.25 %
Discount rate - interest cost	5.10 %	5.40 %	2.45 %
Return on assets in plans	8.00 %	8.00 %	8.00 %
Future salary increases	4.44 %	4.44 %	4.44 %
Other postretirement benefits cost:			
Discount rate - service cost	5.81 %	5.56 %	3.01 %
Discount rate - interest cost	5.58 %	5.23 %	2.13 %
Return on assets in plans	7.75 %	7.75 %	7.75 %
Health care trend rate	6.50 %	7.00 %	6.50 %

To determine the discount rates used to measure our benefit obligations, we utilize analyses in which the projected annual cash flows from the pension and other postretirement benefit plans were matched with yield curves based on an appropriate universe of high-quality corporate bonds. We use the results of the yield curve analyses to select the discount rates that match the payment streams of the benefits in these plans.

We use a spot rate approach to estimate the service cost and interest cost components of net periodic benefit cost for our pension and other postretirement benefit plans.

Health Care Cost Trend Assumptions

For measurement purposes at December 31, 2024, increases in the per capita cost of pre-Medicare covered health care benefits were assumed to be 6.5% for 2025. We assume the rate will ratably decrease to an ultimate rate of 5.0% for 2031 and remain at that level thereafter.

Asset Management

Twelve investment firms manage our defined benefit pension plan’s assets under investment guidelines approved by our Benefits Investment Committee that is composed of members of our management. Investments are restricted to domestic and international equity securities, domestic and international fixed income securities, and unleveraged exchange-traded options and financial futures. Limitations restrict investment concentration and use of certain derivative investments. The target asset allocation for equity is 75% of the pension plan’s assets. Fixed income investments must consist predominantly of securities rated investment grade or higher. Equity investments must be in liquid securities listed on national exchanges. No investment is permitted in our securities (except through commingled pension trust funds).

Our pension plan's weighted-average asset allocations, by asset category, were as follows:

	Percentage of Plan Assets at December 31,	
	2024	2023
Domestic equity securities	52 %	50 %
Debt securities	25 %	24 %
International equity securities	22 %	24 %
Cash and cash equivalents	1 %	2 %
Total	100 %	100 %

The other postretirement benefit plan assets consist primarily of trust-owned variable life insurance policies with an asset allocation at December 31, 2024 of 65% in equity securities and 35% in debt securities compared with 66% in equity securities and 34% in debt securities at December 31, 2023. The target asset allocation for equity is between 50% and 75% of the plan's assets.

The plans' assumed future returns are based principally on the asset allocations and historical returns for the plans' asset classes determined from both actual plan returns and, over longer time periods, expected market returns for those asset classes. For 2025, we assume an
8.00% return on pension plan assets.

Fair Value of Plan Assets

The following is a description of the valuation methodologies used for pension plan assets measured at fair value.

Common stock: Shares held by the plan at year end are valued at the official closing price as defined by the exchange or at the most recent trade price of the security at the close of the active market.

Common collective trusts: The readily determinable fair value is based on the published fair value per unit of the trusts. The common collective trusts hold equity securities, fixed income securities and cash and cash equivalents.

Fixed income securities: Valued based on quotes received from independent pricing services or at an estimated price at which a dealer would pay for the security at year end using observable market-based inputs.

Commingled funds: The readily determinable fair value is based on the published fair value per unit of the funds. The commingled funds hold equity securities.

Cash and cash equivalents: Short-term Treasury bills or notes are valued at an estimated price at which a dealer would pay for the security at year end using observable market-based inputs; money market funds are valued at the closing price reported on the active market on which the funds are traded.

The following table sets forth the pension plan's assets by valuation technique level, within the fair value hierarchy. There were no level 3 valued assets at December 31, 2024 or 2023.

	December 31, 2024		
	Level 1	Level 2	Total
	($ in millions)		
Common stock	$ 1,054	$ -	$ 1,054
Common collective trusts:			
International equity securities	-	362	362
Debt securities	-	637	637
Domestic equity securities	-	346	346
Fixed income securities:			
Government and agencies securities	-	4	4
Commingled funds	-	123	123
Cash and cash equivalents	25	-	25
Total investments	$ 1,079	$ 1,472	$ 2,551

	December 31, 2023		
	Level 1	Level 2	Total
	($ in millions)		
Common stock	$ 1,192	$ -	$ 1,192
Common collective trusts:			
International equity securities	-	371	371
Debt securities	-	310	310
Domestic equity securities	-	166	166
Fixed income securities:			
Government and agencies securities	-	170	170
Corporate bonds	-	93	93
Mortgage and other asset-backed securities	-	32	32
Commingled funds	-	122	122
Cash and cash equivalents	47	-	47
Total investments	$ 1,239	$ 1,264	$ 2,503

The following is a description of the valuation methodologies used for other postretirement benefit plan assets measured at fair value.

> Trust-owned life insurance: Valued at our interest in trust-owned life insurance issued by a major insurance company. The underlying investments owned by the insurance company consist of a U.S. stock account and a U.S. bond account but may retain cash at times as well. The U.S. stock account and U.S. bond account are valued based on readily determinable fair values.

The other postretirement benefit plan assets consisted of trust-owned life insurance with fair values of $145 million and $138 million at December 31, 2024 and 2023, respectively, and are valued under level 2 of the fair value hierarchy. There were no level 1 or level 3 valued assets.

Contributions and Estimated Future Benefit Payments

In 2025, we expect to contribute approximately $21 million to our unfunded pension plans for payments to pensioners and approximately $30 million to our other postretirement benefit plans for retiree health and death benefits. We do not expect to contribute to our funded pension plan in 2025.

Benefit payments, which reflect expected future service, as appropriate, are expected to be paid as follows:

	Pension Benefits	Other Postretirement Benefits
	($ in millions)	
2025	$ 153	$ 30
2026	152	29
2027	150	27
2028	149	26
2029	148	25
Years 2030 - 2034	738	119

Other Postretirement Coverage

Under collective bargaining agreements, Norfolk Southern and certain subsidiaries participate in a multi-employer benefit plan, which provides certain postretirement health care and life insurance benefits to eligible craft employees. Premiums under this plan are expensed as incurred and totaled $9 million, $11 million, and $13 million in 2024, 2023, and 2022, respectively.

Section 401(k) Plans

Norfolk Southern and certain subsidiaries provide Section 401(k) savings plans for employees. Under the plans, we match a portion of employee contributions, subject to applicable limitations. Our matching contributions, recorded as an expense, totaled $25 million in both 2024 and 2023, and $22 million in 2022.

14.
Stock-Based Compensation

Under the stockholder-approved LTIP, the Human Capital Management and Compensation Committee (Committee), which is made up of nonemployee members of the Board, or the Chief Executive Officer (when delegated authority by such Committee), may grant stock options, stock appreciation rights (SARs), restricted stock units (RSUs), restricted shares, performance share units (PSUs), and performance shares, up to a maximum of
104,125,000 shares of our Common Stock, of which
7,438,613 remain available for future grants as of December 31, 2024.

The number of shares remaining for issuance under the LTIP is reduced (i) by 1 for each award granted as a stock option or stock-settled SAR, or (ii) by 1.61 for an award made in the form other than a stock option or stock-settled SAR. Under the Board-approved Thoroughbred Stock Option Plan (TSOP), the Committee may grant stock options up to a maximum of 6,000,000 shares of Common Stock. We use newly issued shares to satisfy any exercises and awards under the LTIP and the TSOP.

The LTIP also permits the payment, on a current or a deferred basis and in cash or in stock, of dividend equivalents on shares of Common Stock covered by stock options, RSUs, or PSUs in an amount commensurate with regular quarterly dividends paid on Common Stock. With respect to stock options, if employment of the participant is terminated for any reason, including retirement, disability, or death, we have no further obligation to make any

dividend equivalent payments. Regarding RSUs, we have no further obligation to make any dividend equivalent payments unless employment of the participant is terminated as a result of qualifying retirement or disability. Should an employee terminate employment, they are not required to forfeit dividend equivalent payments already received. Outstanding PSUs do not receive dividend equivalent payments.

The Committee granted stock options, RSUs, and PSUs pursuant to the LTIP for the last three years as follows:

	2024		2023		2022	
	Granted	Weighted-Average Grant-Date Fair Value	Granted	Weighted-Average Grant-Date Fair Value	Granted	Weighted-Average Grant-Date Fair Value
Stock options	107,620	$ 77.38	69,580	$ 77.60	140,080	$ 61.32
RSUs	280,111	238.28	214,936	230.12	180,306	265.21
PSUs	64,990	258.60	59,200	236.16	58,945	272.22

Recipients of certain RSUs and PSUs pursuant to the LTIP who retire prior to December 31st will forfeit a portion of awards received in the current year. Receipt of certain LTIP awards is contingent on the recipient having executed a non-compete agreement with the company. Forfeitures are recognized as they occur.

We account for our grants of stock options, RSUs, PSUs, and dividend equivalent payments in accordance with FASB ASC 718, "*Compensation - Stock Compensation*." Accordingly, all awards result in charges to net income while dividend equivalent payments, which are all related to equity classified awards, are charged to retained income. Compensation cost for the awards is recognized on a straight-line basis over the requisite service period for the entire award. Related compensation costs and tax benefits during the years were:

	2024	2023	2022
	($ in millions)		
Stock-based compensation expense	$ 40	$ 40	$ 53
Total tax benefit	11	15	27

Stock Options

Option exercise prices will be at least the higher of (i) the average of the high and low prices at which Common Stock is traded on the grant date, or (ii) the closing price of Common Stock on the grant date. All options are subject to a vesting period of at least one year, and the term of the option will not exceed ten years. Holders of the options granted under the LTIP who remain actively employed receive cash dividend equivalent payments for four years in an amount equal to the regular quarterly dividends paid on Common Stock.

For all years prior to 2024, options granted under the LTIP and the TSOP may not be exercised prior to the fourth and third anniversaries of the date of grant, respectively, or if the optionee retires or dies before that anniversary date, may not be exercised before the later of one year after the grant date or the date of the optionee's retirement or death. Beginning in 2024, a prorated portion of the total LTIP award will vest on the first anniversary of the grant date continuing annually through the fourth anniversary of the grant date.

The fair value of each option awarded was measured on the date of grant using the Black-Scholes valuation model. Expected volatility is based on implied volatility from traded options on, and historical volatility of, Common Stock. Historical data is used to estimate option exercises and employee terminations within the valuation model. Historical exercise data is used to estimate the average expected option term. The average risk-free interest rate is based on the U.S. Treasury yield curve in effect at the time of grant. A dividend yield of zero was used for the LTIP

options during the vesting period. For 2024, 2023, and 2022, a dividend yield of 2.25%, 2.24%, and 1.85%, respectively, was used for the vested period during the remaining expected option term for LTIP options.

The assumptions for the LTIP grants for the last three years are shown in the following table:

	2024	2023	2022
Average expected volatility	28 %	27 %	27 %
Average risk-free interest rate	3.93 %	3.54 %	1.80 %
Average expected option term	6.7 years	7.0 years	6.5 years

A summary of changes in stock options is presented below:

	Stock Options	Weighted-Average Exercise Price
Outstanding at December 31, 2023	743,397	$ 155.17
Granted	107,620	242.06
Exercised	(348,533)	120.95
Forfeited	(129,820)	250.29
Outstanding at December 31, 2024	372,664	179.14

The aggregate intrinsic value of options outstanding at December 31, 2024 was $25 million with a weighted-average remaining contractual term of 4.5 years. Of these options outstanding, 247,725 were exercisable and had an aggregate intrinsic value of $25 million with a weighted-average exercise price of $141.19 and a weighted-average remaining contractual term of 2.7 years.

The following table provides information related to options exercised for the last three years:

	2024	2023	2022
		($ in millions)	
Options exercised	348,533	206,016	307,660
Total intrinsic value	$ 46	$ 27	$ 54
Cash received upon exercise	41	19	25
Related tax benefits realized	8	6	12

At December 31, 2024, total unrecognized compensation related to options granted under the LTIP was $3 million, and is expected to be recognized over a weighted-average period of approximately 2.6 years.

Restricted Stock Units

RSUs granted primarily have a four-year ratable restriction period and will be settled through the issuance of shares of Common Stock. Certain RSU grants include cash dividend equivalent payments during the restriction period in an amount equal to regular quarterly dividends paid on Common Stock. The fair value of each RSU was measured on the date of grant as the average of the high and low prices at which Common Stock is traded on the grant date, adjusted for the impact of dividend equivalent payments as applicable.

	2024	2023	2022
		($ in millions)	
RSUs vested	171,620	157,417	249,138
Common Stock issued net of tax withholding	118,365	110,069	175,781
Related tax benefits realized	$ 1	$ 1	$ 5

A summary of changes in RSUs is presented below:

	RSUs	Weighted-Average Grant-Date Fair Value
Nonvested at December 31, 2023	433,858	$ 239.21
Granted	280,111	238.28
Vested	(171,620)	234.80
Forfeited	(73,480)	235.84
Nonvested at December 31, 2024	468,869	240.80

At December 31, 2024, total unrecognized compensation related to RSUs was $52 million and is expected to be recognized over a weighted-average period of approximately 2.6 years.

Performance Share Units

PSUs provide for awards based on the achievement of certain predetermined corporate performance goals at the end of a three-year cycle and are settled through the issuance of shares of Common Stock. All PSUs will earn out based on the achievement of performance conditions and some will also earn out based on a market condition. The market condition fair value was measured on the date of grant using a Monte Carlo simulation model.

	2024	2023	2022
		($ in millions)	
PSUs earned	41,580	58,599	86,420
Common Stock issued net of tax withholding	26,056	40,255	54,651
Related tax benefits realized	$ -	$ -	$ 1

A summary of changes in PSUs is presented below:

	PSUs	Weighted-Average Grant-Date Fair Value
Balance at December 31, 2023	136,709	$ 247.28
Granted	64,990	258.60
Earned	(41,580)	240.64
Forfeited	(85,095)	251.40
Balance at December 31, 2024	75,024	256.08

At December 31, 2024, total unrecognized compensation related to PSUs granted under the LTIP was $2 million and is expected to be recognized over a weighted-average period of approximately 1.9 years.

Shares Available and Issued

Shares of Common Stock available for future grants and issued in connection with all features of the LTIP and the TSOP at December 31, were as follows:

	2024	2023	2022
Available for future grants:			
LTIP	7,438,613	7,731,573	8,238,993
TSOP	437,746	436,571	436,402
Issued:			
LTIP	444,189	315,700	503,090
TSOP	48,765	40,640	35,002

15.
Stockholders' Equity

Common Stock

Common Stock is reported net of shares held by our consolidated subsidiaries (Treasury Shares). Treasury Shares at December 31, 2024 and 2023 amounted to
20,320,777, with a cost of $19 million at both dates.

Accumulated Other Comprehensive Loss

The components of "Other comprehensive income" reported in the Consolidated Statements of Comprehensive Income and changes in the cumulative balances of "Accumulated other comprehensive loss" reported in the Consolidated Balance Sheets consisted of the following:

	Balance at Beginning of Year	Net Income	Reclassification Adjustments	Balance at End of Year
		($ in millions)		
Year ended December 31, 2024				
Pensions and other postretirement liabilities	$ (292)	$ 74	$ (22)	$ (240)
Other comprehensive income of equity investees	(28)	6	-	(22)
Accumulated other comprehensive loss	$ (320)	$ 80	$ (22)	$ (262)
Year ended December 31, 2023				
Pensions and other postretirement liabilities	$ (319)	$ 44	$ (17)	$ (292)
Other comprehensive income of equity investees	(32)	4	-	(28)
Accumulated other comprehensive loss	$ (351)	$ 48	$ (17)	$ (320)

Other Comprehensive Income

"Other comprehensive income" reported in the Consolidated Statements of Comprehensive Income consisted of the following:

	Pretax Amount	Tax (Expense) Benefit	Net-of-Tax Amount
		($ in millions)	
Year ended December 31, 2024			
Net gain arising during the year:			
Pensions and other postretirement benefits	$ 98	$ (24)	$ 74
Reclassification adjustments for costs included in net income	(28)	6	(22)
Subtotal	70	(18)	52
Other comprehensive income of equity investees	7	(1)	6
Other comprehensive income	$ 77	$ (19)	$ 58
Year ended December 31, 2023			
Net gain arising during the year:			
Pensions and other postretirement benefits	$ 59	$ (15)	$ 44
Reclassification adjustments for costs included in net income	(23)	6	(17)
Subtotal	36	(9)	27
Other comprehensive income of equity investees	4	-	4
Other comprehensive income	$ 40	$ (9)	$ 31
Year ended December 31, 2022			
Net gain arising during the year:			
Pensions and other postretirement benefits	$ 27	$ (7)	$ 20
Reclassification adjustments for costs included in net income	24	(7)	17
Subtotal	51	(14)	37
Other comprehensive income of equity investees	17	(3)	14
Other comprehensive income	$ 68	$ (17)	$ 51

16.
Stock Repurchase Programs

We did
not repurchase any shares of Common Stock under our stock repurchase program in 2024, while we repurchased and retired 2.8 million and 12.6 million shares of Common Stock under our stock repurchase programs in 2023 and 2022, respectively, at a cost of $627 million and $3.1 billion, respectively, inclusive of excise taxes.

On March 29, 2022, our Board of Directors authorized a new program for the repurchase of up to $10.0 billion of Common Stock beginning April 1, 2022. As of December 31, 2024, $6.9 billion remains authorized for repurchase. Our previous share repurchase program terminated on March 31, 2022.

17.
Earnings Per Share

The following table sets forth the calculation of basic and diluted earnings per share:

	Basic			Diluted		
	2024	2023	2022	2024	2023	2022
	($ in millions except per share amounts, shares in millions)					
Net income	$ 2,622	$ 1,827	$ 3,270	$ 2,622	$ 1,827	$ 3,270
Dividend equivalent payments	(3)	(3)	(2)	(2)	(3)	(1)
Income available to common stockholders	$ 2,619	$ 1,824	$ 3,268	$ 2,620	$ 1,824	$ 3,269
Weighted-average shares outstanding	226.1	226.9	234.8	226.1	226.9	234.8
Dilutive effect of outstanding options and share-settled awards				0.3	0.5	0.8
Adjusted weighted-average shares outstanding				226.4	227.4	235.6
Earnings per share	$ 11.58	$ 8.04	$ 13.92	$ 11.57	$ 8.02	$ 13.88

In each year, dividend equivalent payments were made to certain holders of stock options and RSUs. For purposes of computing basic earnings per share, dividend equivalent payments made to holders of stock options and RSUs were deducted from net income to determine income available to common stockholders. For purposes of computing diluted earnings per share, we evaluate on a grant-by-grant basis those stock options and RSUs receiving dividend equivalent payments under the two-class and treasury stock methods to determine which method is more dilutive for each grant. For those grants for which the two-class method was more dilutive, net income was reduced by dividend equivalent payments to determine income available to common stockholders. The dilution calculations exclude options having exercise prices exceeding the average market price of Common Stock as follows:
0.1 million for the years ended December 31, 2024, 2023, and 2022.

18.
Commitments and Contingencies

Eastern Ohio Incident

Summary

On February 3, 2023, a train operated by us derailed in East Palestine, Ohio. The derailed equipment included 38 railcars, 11 of which were non-Company-owned tank cars containing hazardous materials. Fires associated with the derailment threatened certain tank cars. There was concern that the pressure inside of the tank cars carrying vinyl chloride was rising and that the pressure relief devices were no longer functioning properly, which would have

posed the risk of a catastrophic explosion. As a consequence, on February 6, 2023, the local incident commander (the East Palestine Fire Chief)-in consultation with the incident command that included, among others, federal, state and local officials and Norfolk Southern-opted to conduct a controlled vent and burn of five derailed tank cars, all of which contained vinyl chloride. This procedure involved creating holes in the five tank cars to drain the vinyl chloride into adjacent trenches that had been dug into the ground where the vinyl chloride was ignited and burned. Any remaining materials released from the derailment or during the vent and burn have been or are being remediated. The February 3rd derailment, the associated fire, and the resulting vent and burn of the tank cars containing vinyl chloride on February 6th is hereinafter referred to as the "Incident."

In response to the Incident, we have been working to clean the site safely and thoroughly, including those activities described in the Environmental Matters section below with respect to potentially impacted air, soil, and water and to monitor for any impact on public health and the environment. We are working with federal, state, and local officials to mitigate impacts from the Incident, including, among other efforts, conducting environmental monitoring and clean-up activities (as more fully described below), and operating a field office to provide support to members of East Palestine and the surrounding communities.

Financial Impact

Although we cannot predict the final outcome or estimate the reasonably possible range of loss related to the Incident with certainty, we have accrued amounts for probable and reasonably estimable liabilities for those environmental and non-environmental matters described below. Certain costs incurred thus far and related to the Incident may be recoverable under our insurance policies in effect at the date of the Incident or from third parties. For additional information about our insurance coverage, see "Insurance" below. Any additional amounts recoverable under our insurance policies or from third parties will be reflected in future periods when recovery is considered probable.

Amounts recorded related to the Incident, including outstanding liabilities at the end of each year, are summarized in the table below. Our current estimates of probable and reasonably estimable liabilities principally associated with environmental matters and legal proceedings are discussed in further detail below.

	Environmental Matters	Legal Contingencies and Other	Total	Insurance Recoveries	Total - Net of Recoveries
			($ in millions)		
At December 31, 2022	$ -	$ -	$ -	$ -	$ -
Expense/(Recoveries)	836	381	1,217	(101)	1,116
(Payments)/Receipts	(517)	(236)	(753)	101	(652)
At December 31, 2023	$ 319	$ 145	$ 464	$ -	$ 464
Expense/(Recoveries)	190	785	975	(650)	325
(Payments)/Receipts	(265)	(486)	(751)	632	(119)
At December 31, 2024	$ 244	$ 444	$ 688	$ (18)	$ 670

At December 31, 2024 and December 31, 2023, we have also recorded a deferred tax asset (Note 5) of $211 million and $249 million, respectively, related to the Incident expecting that certain expenses will be deductible for tax purposes in future periods or offset with insurance recoveries.

Environmental Matters - In response to the Incident, we have been working with federal, state, and local officials such as the U.S. Environmental Protection Agency (EPA), the Ohio EPA, the Pennsylvania Department of Environmental Protection (DEP), and the Columbiana County Health District to conduct environmental response and remediation activities, some of which have concluded and some which are continuing, including but not limited to, excavating and disposing of potentially affected soil (based on

sampling results), air monitoring, indoor air quality screenings, municipal water and private water well testing, residential, commercial, and agricultural soil sampling, surface water and groundwater sampling, re-routing a local waterway around the affected site, and capturing and shipping stormwater that enters the impacted derailment site to proper disposal facilities. The EPA issued a Unilateral Administrative Order (UAO) on February 21, 2023, containing various requirements, including the submission of numerous work plans to assess and remediate various environmental media and performance of certain removal actions at the affected site. On February 24, 2023, we submitted to the EPA our Notice of Intent to Comply with the UAO. We continue to conduct environmental assessment and remediation activities pursuant to the UAO and the directives issued thereunder, including sampling and excavating soil (if needed based on sampling results) at the affected site, including areas beneath our tracks. On October 18, 2023, the U.S. EPA issued a second unilateral order under Section 311(c) of the Clean Water Act (CWA Order), requiring preparation of additional environmental work plans to address local waterways. We timely submitted our Notice of Intent to Comply with the CWA Order and continue to complete environmental assessment and remediation as required by the EPA, as well as state agencies, in compliance with the CWA Order. Once approved by the court, the proposed Consent Decree (discussed below) will supersede the UAO and CWA Order.

We are also subject to the following legal proceedings that principally relate to the environmental impact of the Incident:

- The U.S. DOJ filed a civil complaint on behalf of the U.S. EPA (the DOJ Complaint) in the Northern District of Ohio (Eastern Division) seeking injunctive relief and civil penalties for alleged violations of the CWA and cost recovery under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). The Ohio Attorney General (AG) also filed a lawsuit (the Ohio Complaint) in the Northern District of Ohio (Eastern Division) seeking damages for a variety of common law and environmental statutory claims under CERCLA and various state laws. The DOJ and Ohio AG cases have been consolidated for discovery purposes. We have filed an answer, and discovery is ongoing in the Ohio AG case. On June 30, 2023, we filed third-party claims against certain railcar defendants and shippers involved in the Incident. The Court dismissed the third party claims on March 6, 2024, and on March 26, 2024, we filed a motion requesting the Court to enter partial final judgment as to the third party claims. On May 23, 2024, DOJ and the Company reached a settlement to resolve all of the government's civil claims against the Company related to the Incident, and jointly lodged a proposed Consent Decree with the court. As proposed, the Consent Decree will require the Company to pay for the federal government's oversight costs of $57 million through November 30, 2023 as well as additional oversight costs from December 1, 2023 until the remediation is complete. The proposed Consent Decree also requires the Company to pay a civil penalty of $15 million for alleged violations of the CWA. Other provisions of the proposed Consent Decree relate to injunctive relief for safety, community support including medical and mental health programs, and environmental support, which provisions, if approved by the court, will be in effect between five years to twenty years. The proposed Consent Decree was subject to a mandatory public comment period, which ended on August 2, 2024, and DOJ filed a motion on October 10, 2024 seeking entry of the Consent Decree. The Ohio AG did not join this settlement and its claims remain outstanding and are proceeding.

In accordance with FASB ASC 410-30 "*Environmental Liabilities,*" we have recognized probable and reasonably estimable liabilities in connection with the foregoing environmental matters. Our current estimate includes ongoing and future environmental cleanup activities and remediation efforts, governmental oversight costs (including those incurred by the EPA and the Ohio EPA), and other related costs, including those in connection with the proposed DOJ Consent Decree (including civil penalties related to alleged violations of the CWA). Our current estimates of future environmental cleanup and remediation liabilities related to the Incident may change over time due to various factors, including but not limited to, the nature and extent of required future cleanup and removal activities (including those resulting from soil, water, and sediment remediation activities that are currently being, and will continue to be, conducted at the site), and the extent and duration of governmental oversight, amongst other factors. As

clean-up efforts progress and more information is available, we will review these estimates and revise as appropriate.

Legal Proceedings and Claims (Non-Environmental) - To date, numerous non-environmental legal actions have commenced with respect to the Incident, including those more specifically set forth below.

- There is a consolidated putative class action pending in the Northern District of Ohio (Eastern Division) (the Ohio Class Action) in which plaintiffs allege various claims, including negligence, gross negligence, strict liability, and nuisance, and seeking as relief compensatory and punitive damages, medical monitoring and business losses. On July 12, 2023, we filed a third-party complaint bringing in multiple parties involved in the Incident. Fact discovery ended on February 5, 2024. The Court denied in part and granted in part all motions to dismiss, as to the plaintiffs' case and as to our third-party complaint, on March 13, 2024. On April 26, 2024, we entered into a class action settlement with the plaintiffs to resolve the Ohio Class Action for $600 million. The settlement agreement resolves all class action claims within a 20-mile radius from the derailment and, for those residents who choose to participate, personal injury claims within a 10-mile radius from the derailment. The settlement agreement does not resolve, and expressly preserves, our third-party claims in the third-party complaint. The district court granted final approval of the settlement on September 27, 2024, which was subsequently appealed. We made a partial payment of the settlement in 2024, in the amount of $
315 million. Payment of the remaining balance, including timing, is dependent upon resolution of any appeals to the settlement.

  Another putative class action is pending in the Western District of Pennsylvania, brought by Pennsylvania school districts and students. On August 22, 2023, six Pennsylvania school districts and students filed a putative class action lawsuit alleging negligence, strict liability, nuisance, and trespass, and seeking damages and health monitoring. On December 8, 2023, the school districts amended their complaint to add additional companies as defendants in the action. On February 23, 2024, we and the other defendants filed motions to dismiss and those motions are fully briefed and currently pending before the court. Combined with the Ohio Class Action, these lawsuits are collectively referred to herein as the Incident Lawsuits.

  In accordance with FASB ASC 450, "*Contingencies,*" as of December 31, 2024 and December 31, 2023, we had accruals for probable and reasonably estimable liabilities principally associated with the Incident Lawsuits and related contingencies of $369 million and $82 million, respectively. For the reasons set forth below, our estimated loss or range of loss with respect to the Incident Lawsuits may change from time to time, and it is reasonably possible that we will incur actual losses in excess of the amounts currently accrued and such additional amounts may be material. While we continue to work with parties with respect to potential resolution, no assurance can be given that we will be successful in doing so and we cannot predict the outcome of these matters.

- We have received securities and derivative litigation and multiple shareholder document and litigation demand letters, including a securities class action lawsuit under the Securities Exchange Act of 1934 (Exchange Act) initially filed in the Southern District of Ohio alleging multiple securities law violations but since transferred to the Northern District of Georgia, a securities class action lawsuit under the Securities Act of 1933 (Securities Act) filed in the Southern District of New York alleging misstatements in association with our debt offerings, and six shareholder derivative complaints filed in Virginia state court asserting claims for breach of fiduciary duties, waste of corporate assets, and unjust enrichment in connection with safety of the Company's operations, among other claims (collectively, the Shareholder Matters). On February 2, 2024, defendants filed a motion to dismiss the complaint in the Securities Act lawsuit, and on July 26, 2024, the magistrate judge issued a Report and Recommendation to the district judge, recommending that the defendants' motion to dismiss be granted in part and denied in part. Defendants' objections to the Report and Recommendation were filed on August 9, 2024, and

plaintiffs' response to defendants' objections were filed on August 23, 2024. A decision on the motion to dismiss remains pending. The plaintiffs filed an amended complaint in the Exchange Act lawsuit on April 25, 2024, and the defendants filed a motion to dismiss on June 24, 2024. A decision on the motion to dismiss remains pending. No responsive pleadings have been filed yet with respect to the other Shareholder Matters.

- We are also named as a defendant in various other Incident-related lawsuits involving other potentially affected third parties, some of which were filed on or around February 3, 2025. We are continuing to assess the claims and any potential impact on the Company.

With respect to the Incident-related litigation and regulatory matters, we record a liability for loss contingencies through a charge to earnings when we conclude that it is probable that a liability has been incurred and the amount of the liability can be reasonably estimated and disclose such liability if we conclude it to be material. Any adjustments to the recorded liability will be reflected in earnings in the periods in which such adjustments become known. Because the final outcome of any of these legal proceedings cannot be predicted with certainty, developments related to the progress of such legal proceedings or other unfavorable or unexpected developments or outcomes could result in additional costs or new or additionally accrued amounts that could be material to our results of operations in a particular year or quarter. In addition, if it is reasonably possible that we will incur Incident-related losses in excess of the amounts currently recorded as a loss contingency, we disclose the potential range of loss, if reasonably estimable, or we disclose that we cannot reasonably estimate such an amount at this time. For Incident-related litigation and regulatory matters where a loss may be reasonably possible, but not probable, or probable but not reasonably estimable, no accrual is established but the matter, if potentially material, is disclosed.

Our estimates of probable losses and reasonably possible losses are based upon currently available information and involve significant judgement and a variety of assumptions, given that (1) certain legal and regulatory proceedings are in early stages; (2) discovery may not be completed; (3) damages sought in these legal and regulatory proceedings can be unsubstantiated or indeterminate; (4) there are often significant facts in dispute; and/or (5) there is a wide range of possible outcomes. Accordingly, our estimated range of loss with respect to these matters may change from time to time, and actual losses may exceed current estimates. At this time, we are unable to estimate the possible loss or range of loss in excess of the amounts accrued with respect to the matters described above.

The amounts recorded do not include any estimate of loss for which we believe a loss is either not probable or not reasonably estimable for any fines or penalties (in excess of the liabilities established for CWA-related civil penalties) that may be imposed as a result of the Incident Inquiries and Investigations, as more specifically set forth and defined below (the outcome of which are uncertain at this time).

Inquiries and Investigations

As set forth above, we are subject to inquiries and investigations by numerous federal, state, and local government authorities and regulatory agencies regarding the Incident, including but not limited to, the NTSB, the FRA, the Occupational Safety and Health Administration, the Ohio AG, and the Pennsylvania AG. Further details regarding the NTSB and FRA investigations are set forth below. We are cooperating with all pending inquiries and investigations, including responding to civil and criminal subpoenas and other requests for information (the aforementioned inquiries and investigations, as well as the civil and criminal subpoenas are collectively referred to herein as the Incident Inquiries and Investigations). Aside from the FRA Safety Assessment (defined and described below), the outcome of any current or future Incident Inquiries and Investigations is uncertain at this time, including any related fines, penalties or settlements. Therefore, our accruals for probable and reasonably estimable liabilities related to the Incident do not include estimates of the total amount that we may incur for any such fines, penalties or settlements.

Subsequent to the Incident, investigators from the NTSB examined railroad equipment and track conditions; reviewed data from the signal system, wayside defect detectors, local surveillance cameras, and the lead locomotive's event recorder and forward-facing and inward-facing image recorders; and completed certain interviews (the NTSB Investigation). The NTSB concluded its investigation and adopted a final investigative report on June 25, 2024, then issued the final public report on July 12, 2024. The NTSB found that the probable cause of the derailment was the failure of a bearing which overheated and caused the axle to separate, derailing the train and leading to a post-derailment fire. The NTSB issued over 30 recommendations, of which four were issued to Norfolk Southern. The NTSB continues to work on a safety culture investigation, and a report on this part of the investigation is expected to be issued in the spring of 2025.

Concurrent with the NTSB Investigation, the FRA also investigated the Incident. Similar in scope to the NTSB Investigation, the FRA examined railroad equipment, track conditions, hazardous materials train placement and routing, and emergency response (the FRA Incident Investigation). The FRA Incident Investigation will likely result in the assessment of civil penalties, though the amount and materiality of these penalties cannot be reasonably estimated at this time. In addition to the FRA Incident Investigation, the FRA completed a 60-day supplemental safety assessment (the FRA Safety Assessment). The FRA Safety Assessment included a review of findings from a previously completed 2022 system audit and an assessment of operational elements including, but not limited to: track, signal, and rolling stock maintenance, inspection and repair practices; protection of employees; communications between transportation departments and mechanical and engineering staff; operation control center procedures and dispatcher training. The overall scope of the FRA Safety Assessment was to examine our safety culture. The FRA issued a public report in early August 2023 which included its findings and related corrective actions. We have launched initiatives to implement all of these items, and will monitor progress on these initiatives going forward.

Other Commitments and Contingencies

Lawsuits

We and/or certain subsidiaries are defendants in numerous lawsuits and other claims relating principally to railroad operations. When we conclude that it is probable that a liability has been incurred and the amount of the liability can be reasonably estimated, it is accrued through a charge to earnings and, if material, disclosed below. While the ultimate amount of liability incurred in any of these lawsuits and claims is dependent on future developments, in our opinion, the recorded liability is adequate to cover the future payment of such liability and claims. However, the final outcome of any of these lawsuits and claims cannot be predicted with certainty, and unfavorable or unexpected outcomes could result in additional accruals that could be significant to results of operations in a particular year or quarter. Any adjustments to the recorded liability will be reflected in earnings in the periods in which such adjustments become known. For lawsuits and other claims where a loss may be reasonably possible, but not probable, or is probable but not reasonably estimable, no accrual is established but the matter, if potentially material, is disclosed below. We routinely review relevant information with respect to our lawsuits and other claims and update our accruals, disclosures and estimates of reasonably possible loss based on such reviews.

In 2007, various antitrust class actions filed against us and other Class I railroads in various Federal district courts regarding fuel surcharges were consolidated in the District of Columbia by the Judicial Panel on Multidistrict Litigation. In 2012, the court certified the case as a class action. The defendant railroads appealed this certification, and the Court of Appeals for the District of Columbia vacated the District Court's decision and remanded the case for further consideration. On October 10, 2017, the District Court denied class certification. The decision was upheld by the Court of Appeals on August 16, 2019. Since that decision, various individual cases have been filed in multiple jurisdictions and also consolidated in the District of Columbia. We intend to vigorously defend the cases and we believe that we will prevail. However, given that litigation is inherently unpredictable and subject to uncertainties, there can be no assurances that the final resolution of the litigation will not be material. At this time, we cannot reasonably estimate the potential loss or range of loss associated with this matter.

In 2018, a lawsuit was filed against one of our subsidiaries by the minority owner in a jointly-owned terminal railroad company in which our subsidiary has the majority ownership. The lawsuit alleged violations of various state laws and federal antitrust laws. On January 3, 2023, the court granted summary judgment to us on all of the compensatory claims but denied summary judgment for all equitable relief claims. On January 18, 2023, the court dismissed the federal equitable relief claims, leaving the state equitable relief claims as the sole remaining issue under consideration. On April 19, 2023, the court disposed of all remaining state equitable relief claims. On August 29, 2024, the United States Court of Appeals for the Fourth Circuit affirmed the opinion of the lower court. We will continue to vigorously defend the lawsuit and, although it is reasonably possible we could incur a loss in the case, we believe that we will prevail. However, given that litigation is inherently unpredictable and subject to uncertainties, there can be no assurances that the final outcome of the litigation (including the related appeal) will not be material. Until such appeal is final, we cannot reasonably estimate the potential loss or range of loss associated with this matter.

Casualty Claims

Casualty claims include employee personal injury and occupational claims as well as third-party claims, all exclusive of legal costs. To aid in valuing our personal injury liability and determining the amount to accrue with respect to such claims during the year, we utilize studies prepared by an independent consulting actuarial firm. Job-related personal injury and occupational claims are subject to the FELA, which is applicable only to railroads. The variability inherent in FELA's fault-based tort system could result in actual costs being different from the liability recorded. While the ultimate amount of claims incurred is dependent on future developments, in our opinion, the recorded liability is adequate to cover the future payments of claims and is supported by the most recent actuarial study. In all cases, we record a liability when the expected loss for the claim is both probable and reasonably estimable.

Employee personal injury claims - Other than Incident-related matters noted above, the largest component of claims expense is employee personal injury costs. The independent actuarial firm we engage provides quarterly studies to aid in valuing our employee personal injury liability and estimating personal injury expense. The actuarial firm studies our historical patterns of reserving for claims and subsequent settlements, taking into account relevant outside influences. The actuarial firm provides the results of these analyses to aid in our estimate of the ultimate amount of liability. We adjust the liability quarterly based upon our assessment and the results of the study. The accuracy of our estimate of the liability is subject to inherent limitation given the difficulty of predicting future events such as jury decisions, court interpretations, or legislative changes. As a result, actual claim settlements may vary from the estimated liability recorded.

Occupational claims - Occupational claims include injuries and illnesses alleged to be caused by exposures which occur over time as opposed to injuries or illnesses caused by a specific accident or event. Types of occupational claims commonly seen allege exposure to asbestos and other claimed toxic substances resulting in respiratory diseases or cancer. Many such claims are being asserted by former or retired employees, some of whom have not been employed in the rail industry for decades. The independent actuarial firm provides an estimate of the occupational claims liability based upon our history of claim filings, severity, payments, and other pertinent facts. The liability is dependent upon judgments we make as to the specific case reserves as well as judgments of the actuarial firm in the quarterly studies. Our estimate of ultimate loss includes a provision for those claims that have been incurred but not reported. This provision is derived by analyzing industry data and projecting our experience. We adjust the liability quarterly based upon our assessment and the results of the study. However, it is possible that the recorded liability may not be adequate to cover the future payment of claims. Adjustments to the recorded liability are reflected in operating expenses in the periods in which such adjustments become known.

Third-party claims - We record a liability for third-party claims including those for highway crossing accidents, trespasser and other injuries, property damage, and lading damage. The actuarial firm assists us with the calculation of potential liability for third-party claims, except lading damage, based upon our experience including the number and timing of incidents, amount of payments, settlement rates, number of open claims, and legal defenses. We adjust the liability quarterly based upon our assessment and the results of the study. Given the inherent uncertainty

in regard to the ultimate outcome of third-party claims, it is possible that the actual loss may differ from the estimated liability recorded.

Environmental Matters

We are subject to various jurisdictions' environmental laws and regulations. We record a liability where such liability or loss is probable and reasonably estimable. Environmental specialists regularly participate in ongoing evaluations of all known sites and in determining any necessary adjustments to liability estimates.

In addition to environmental claims associated with the Incident, our
Consolidated Balance Sheets include liabilities for other environmental exposures of $65 million at December 31, 2024, and $60 million at December 31, 2023, of which $15 million is classified as a current liability at the end of both periods. At December 31, 2024, the liability represents our estimates of the probable cleanup, investigation, and remediation costs based on available information at 74 known locations and projects compared with 81 locations and projects at December 31, 2023. At December 31, 2024, twenty sites accounted for $56 million of the liability, and no individual site was considered to be material. We anticipate that most of this liability will be paid out over five years; however, some costs will be paid out over a longer period.

At eight locations, one or more of our subsidiaries in conjunction with a number of other parties have been identified as potentially responsible parties under CERCLA or comparable state statutes that impose joint and several liability for cleanup costs. We calculate our estimated liability for these sites based on facts and legal defenses applicable to each site and not solely on the basis of the potential for joint liability.

As set forth above, with respect to known environmental sites (whether identified by us or by the U.S. EPA or comparable state authorities), estimates of our ultimate potential financial exposure for a given site or in the aggregate for all such sites can change over time because of the widely varying costs of currently available cleanup techniques, unpredictable contaminant recovery and reduction rates associated with available cleanup technologies, the likely development of new cleanup technologies, the difficulty of determining in advance the nature and full extent of contamination and each potential participant's share of any estimated loss (and that participant's ability to bear it), and evolving statutory and regulatory standards governing liability.

The risk of incurring environmental liability for acts and omissions, past, present, and future, is inherent in the railroad business. Some of the commodities we transport, particularly those classified as hazardous materials, pose special risks that we work diligently to reduce. In addition, several of our subsidiaries own, or have owned, land used as operating property, or which is leased and operated by others, or held for sale. Because environmental problems that are latent or undisclosed may exist on these properties, there can be no assurance that we will not incur environmental liabilities or costs with respect to one or more of them, the amount and materiality of which cannot be estimated reliably at this time. Moreover, lawsuits and claims involving these and potentially other unidentified environmental sites and matters are likely to arise from time to time. The resulting liabilities could have a significant effect on financial position, results of operations, or liquidity in a particular year or quarter.

Based on our assessment of the facts and circumstances now known, we believe we have recorded the probable and reasonably estimable costs for dealing with those environmental matters of which we are aware. Further, we believe that it is unlikely that any known matters, either individually or in the aggregate, will have a material adverse effect on our financial position, results of operations, or liquidity.

Labor Agreements

Approximately 80% of our railroad employees are covered by collective bargaining agreements with various labor unions. Pursuant to the RLA, these agreements remain in effect until new agreements are reached, or until the bargaining procedures mandated by the RLA are completed. Moratorium provisions in the labor agreements govern

when the railroads and unions may propose changes to the agreements. We largely bargain nationally in concert with other major railroads, represented by the NCCC.

Under current moratorium provisions, neither party was permitted to serve notice to compel a new round of mandatory collective bargaining until November 1, 2024. In the months prior to the opening of the current national bargaining round, we engaged in voluntary local discussions with our labor unions and, as a result, reached local tentative agreements with ten of our thirteen unions. A majority of those tentative agreements were subsequently ratified by union membership and became effective January 1, 2025, foreclosing the parties from serving new notices to compel mandatory bargaining until November 1, 2029.

For those unions with whom we have not yet reached a ratified agreement, the NCCC, on behalf of Norfolk Southern, sent bargaining notices on November 1, 2024, to commence mandatory direct negotiations as prescribed under the RLA. Even if the parties are unable to reach voluntary agreement during this first phase of RLA bargaining, self-help (e.g., a strike or other work stoppage) related to this collective-bargaining process remains prohibited by law until a lengthy series of additional procedures mandated by the RLA, including federal mediation, are exhausted.

Insurance

We purchase insurance covering legal liabilities for bodily injury and property damage to third parties. Our current liability insurance provides limits for approximately
83% of covered losses above $75 million and below $734 million per occurrence and/or policy year. Above $800 million per occurrence and/or policy year, we maintain approximately $43 million additional liability insurance limits for certain types of pollution releases. We also purchase insurance for property damage to property owned by us or in our care, custody, or control. Our current property insurance provides limits for approximately 82% of covered losses above $75 million and below $275 million per occurrence and/or policy year. With respect to the Incident, our insurance in effect at such time provided coverage above $75 million and below $800 million (or up to $1.1 billion for specified types of pollution releases) per occurrence and/or policy year, and with respect to property owned by us or in our care, custody, or control, our insurance covered approximately 82% of potential losses above $75 million and below $275 million per occurrence and/or policy year.

Insurance coverage with respect to the Incident is subject to certain conditions, including but not limited to our insurers' reservation of rights to further investigate and contest coverage, the express restrictions and sub-limits of coverage, and various policy exclusions, including those for some governmental fines or penalties. Some (re)insurers have questioned certain payments we have made, for example, as part of our effort to respond to mitigate and compensate for the impact to the community and affected residents and businesses. We are pursuing coverage with respect to the Incident, and we have recognized $650 million and $101 million in insurance recoveries in 2024 and 2023, respectively, principally from excess liability (re)insurers. At December 31, 2024, $18 million was outstanding and is included in "Accounts receivable - net" on the Consolidated Balance Sheets while no amounts were outstanding at December 31, 2023.

With the exception of amounts that have been recognized, potential recoveries under our insurance coverage have not yet been recorded (given the insurers ongoing evaluation of our claims). In addition, no amounts have been recorded related to potential recoveries from other third parties, which may reduce amounts payable by our insurers under our applicable insurance coverage.

Purchase Commitments

At December 31, 2024, we had outstanding purchase commitments totaling $1.2 billion through 2053 for locomotive modernizations, long-term technology support and development contracts, track material, and vehicles.

Change-In-Control Arrangements

We have compensation agreements with certain officers and key employees that become operative only upon a change in control of Norfolk Southern, as defined in those agreements. The agreements provide generally for payments based on compensation at the time of a covered individual's involuntary or other specified termination and for certain other benefits.

Indemnifications

In a number of instances, we have agreed to indemnify lenders for additional costs they may bear as a result of certain changes in laws or regulations applicable to their loans. Such changes may include impositions or modifications with respect to taxes, duties, reserves, liquidity, capital adequacy, special deposits, and similar requirements relating to extensions of credit by, deposits with, or the assets or liabilities of such lenders. The nature and timing of changes in laws or regulations applicable to our financings are inherently unpredictable, and therefore our exposure in connection with the foregoing indemnifications cannot be quantified. No liability has been recorded related to these indemnifications.

Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure

Not applicable.

Item 9A. Controls and Procedures

Disclosure Controls and Procedures

Our Chief Executive Officer and Chief Financial Officer, with the assistance of management, evaluated the effectiveness of our disclosure controls and procedures (as such term is defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (Exchange Act)) at December 31, 2024. Based on such evaluation, our officers have concluded that, at December 31, 2024, our disclosure controls and procedures were effective to ensure that information required to be disclosed in our reports under the Exchange Act is recorded, processed, summarized, and reported, within the time period specified in the SEC's rules and forms, and that such information is accumulated and communicated to management, including the Chief Executive Officer and the Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure.

Management's Annual Report on Internal Control Over Financial Reporting

We are responsible for establishing and maintaining adequate internal control over financial reporting. Our internal control over financial reporting includes those policies and procedures that pertain to our ability to record, process, summarize, and report reliable financial data. We recognize that there are inherent limitations in the effectiveness of any internal control over financial reporting, including the possibility of human error and the circumvention or overriding of internal control. Accordingly, even effective internal control over financial reporting can provide only reasonable assurance with respect to financial statement preparation. Further, because of changes in conditions, the effectiveness of internal control over financial reporting may vary over time.

Our Board of Directors, acting through its Audit Committee, is responsible for the oversight of our accounting policies, financial reporting, and internal control. The Audit Committee of our Board of Directors is comprised of outside directors who are independent of management. The independent registered public accounting firm and our internal auditors have full and unlimited access to the Audit Committee, with or without management, to discuss the adequacy of internal control over financial reporting, and any other matters which they believe should be brought to the attention of the Audit Committee.

We have issued a report of our assessment of internal control over financial reporting, and our independent registered public accounting firm has issued an opinion on our internal control over financial reporting at December 31, 2024. These reports appear in Item 8 of this report on Form 10-K.

Changes in Internal Control Over Financial Reporting

During the fourth quarter of 2024, we have not identified any changes in internal control over financial reporting that have materially affected, or are reasonably likely to materially effect, our internal control over financial reporting.

Item 9B. Other Information

Director and Officer Trading Arrangements

None of our directors or officers (as defined in Rule 16a-1(f) of the Exchange Act) adopted or terminated a contract, instruction or written plan for the purchase or sale of our securities intended to satisfy the affirmative defense conditions of Rule 10b5-1(c) or a non-Rule 10b5-1 trading arrangement (as defined in Item 408(c) of Regulation S-K) during the fourth quarter of 2024.

Item 9C. Disclosure Regarding Foreign Jurisdictions that Prevent Inspections

Not applicable.

PART III

NORFOLK SOUTHERN CORPORATION AND SUBSIDIARIES

Item 10. Directors, Executive Officers and Corporate Governance

In accordance with General Instruction G(3), information called for by Part III, Item 10, is incorporated herein by reference to our definitive Proxy Statement for our 2025 Annual Meeting of Stockholders, which definitive Proxy Statement will be filed electronically with the SEC pursuant to Regulation 14A. The information regarding executive officers called for by Item 401 of Regulation S-K is included in Part I hereof beginning under "Information about our Executive Officers."

Item 11. Executive Compensation

In accordance with General Instruction G(3), information called for by Part III, Item 11, is incorporated herein by reference to our definitive Proxy Statement for our 2025 Annual Meeting of Stockholders, which definitive Proxy Statement will be filed electronically with the SEC pursuant to Regulation 14A.

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters

In accordance with General Instruction G(3), information on security ownership of certain beneficial owners and management called for by Part III, Item 12, is incorporated herein by reference to our definitive Proxy Statement for our 2025 Annual Meeting of Stockholders, which definitive Proxy Statement will be filed electronically with the SEC pursuant to Regulation 14A.

Equity Compensation Plan Information (at December 31, 2024)

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants and rights	Weighted-average exercise price of outstanding options, warrants and rights	Number of securities remaining available for future issuance under equity compensation plans [1]
	(a)	(b)	(c)
Equity compensation plans approved by securities holders[2]	929,041 [3]	$ 194.78 [5]	7,438,613
Equity compensation plans not approved by securities holders	59,266 [4]	96.39	437,746 [6]
Total	988,307		7,876,359

(1) Excludes securities reflected in column (a).
(2) LTIP.
(3) Includes options, RSUs, and PSUs granted under LTIP that will be settled in shares of Common Stock.
(4) TSOP.
(5) Calculated without regard to 615,643 outstanding RSUs and PSUs at December 31, 2024.
(6) Reflects shares remaining available for grant under TSOP.

Norfolk Southern Corporation Long-Term Incentive Plan

Established on June 28, 1983, and approved by our stockholders at their Annual Meeting held on May 10, 1984, LTIP was adopted to promote the success of our company by providing an opportunity for non-employee Directors, officers, and other key employees to acquire a proprietary interest in Norfolk Southern Corporation (the Corporation). The Board of Directors amended LTIP on January 23, 2015, which amendment was approved by shareholders on May 14, 2015, to include the reservation for issuance of an additional 8,000,000 shares of authorized but unissued Common Stock.

The amended LTIP adopted a fungible share reserve ratio so that, for awards granted after May 13, 2010, the number of shares remaining for issuance under the amended LTIP will be reduced (i) by 1 for each award granted as an option or stock-settled SAR, or (ii) by 1.61 for an award made in the form other than an option or stock-settled SAR. Any shares of Common Stock subject to options, PSUs, restricted shares, or RSUs which are not issued as Common Stock will again be available for award under LTIP after the expiration or forfeiture of an award.

Non-employee Directors, officers, and other key employees residing in the U.S. or Canada are eligible for selection to receive LTIP awards. Under LTIP, the Committee, or the Corporation's chief executive officer to the extent the Committee delegates award-making authority pursuant to LTIP, may grant incentive stock options, nonqualified stock options, SARs, RSUs, restricted shares, PSUs and performance shares. In addition, dividend equivalent payments may be awarded for options, RSUs and PSUs. Awards under LTIP may be made subject to forfeiture under certain circumstances and the Committee may establish such other terms and conditions for the awards as provided in LTIP.

The option price is at least the higher of (i) the average of the high and low prices at which Common Stock is traded on the date of grant, or (ii) the closing price of Common Stock on the date of the grant. All options are subject to a vesting period of at least one year, and the term of the option will not exceed ten years. LTIP specifically prohibits option repricing without stockholder approval, except that adjustments may be made in the event of changes in our capital structure or Common Stock.

PSUs entitle a recipient to receive performance-based compensation at the end of a three-year cycle based on our performance during that period. For the 2024 PSU awards, corporate performance will be based directly on return on average capital invested, with total return to stockholders and revenue growth serving as modifiers, and will be settled in shares of Common Stock.

RSUs are payable in cash or in shares of Common Stock at the end of a restriction period. During the restriction period, the holder of the RSUs has no beneficial ownership interest in the Common Stock represented by the RSUs and has no right to vote the shares represented by the units or to receive dividends (except for dividend equivalent payment rights that may be awarded with respect to the RSUs). The Committee at its discretion may waive the restriction period, but settlement of any RSUs will occur on the same settlement date as would have applied absent a waiver of restrictions, if no performance goals were imposed. RSUs will be settled in shares of Common Stock.

Norfolk Southern Corporation Thoroughbred Stock Option Plan

Our Board of Directors adopted TSOP on January 26, 1999, to promote the success of our company by providing an opportunity for management employees to acquire a proprietary interest in our company and thereby to provide an additional incentive to management employees to devote their maximum efforts and skills to the advancement, betterment, and prosperity of our company and our stockholders. Under TSOP there were 6,000,000 shares of authorized but unissued Common Stock reserved for issuance. TSOP has not been and is not required to have been approved by our stockholders.

Active full-time management employees residing in the U.S. or Canada are eligible for selection to receive TSOP awards. Under TSOP, the Committee, or the Corporation's chief executive officer to the extent the Committee delegates award-making authority pursuant to TSOP, may grant nonqualified stock options subject to such terms and conditions as provided in TSOP.

The option price may not be less than the average of the high and low prices at which Common Stock is traded on the date of the grant. All options are subject to a vesting period of at least one year, and the term of the option will not exceed ten years. TSOP specifically prohibits repricing without stockholder approval, except for capital adjustments.

Norfolk Southern Corporation Directors' Restricted Stock Plan

The Plan was adopted on January 1, 1994, and was designed to increase ownership of Common Stock by our non-employee Directors so as to further align their ownership interest in our company with that of our stockholders. The Plan has not been and is not required to have been approved by our stockholders.

Effective January 23, 2015, the Board amended the Plan to provide that no additional awards will be made under the Plan. Prior to that amendment, only non-employee Directors who are not and never have been employees of our company were eligible to participate in the Plan. Upon becoming a Director, each eligible Director received a one-time grant of 3,000 restricted shares of Common Stock. No additional shares may be granted under the Plan. No individual member of the Board exercised discretion concerning the eligibility of any Director or the number of shares granted.

The restriction period applicable to restricted shares granted under the Plan begins on the date of the grant and ends on the earlier of the recipient's death or the day after the recipient ceases to be a Director by reason of disability or retirement. During the restriction period, shares may not be sold, pledged, or otherwise encumbered. Directors forfeit the restricted shares if they cease to serve as a Director of our company for reasons other than their disability, retirement, or death.

Item 13. Certain Relationships and Related Transactions, and Director Independence

In accordance with General Instruction G(3), information called for by Part III, Item 13, is incorporated herein by reference to our definitive Proxy Statement for our 2025 Annual Meeting of Stockholders, which definitive Proxy Statement will be filed electronically with the SEC pursuant to Regulation 14A.

Item 14. Principal Accountant Fees and Services

Our independent registered public accounting firm is KPMG LLP, Atlanta, GA, Auditor Firm ID: 185.

In accordance with General Instruction G(3), information called for by Part III, Item 14, is incorporated herein by reference to our definitive Proxy Statement for our 2025 Annual Meeting of Stockholders, which definitive Proxy Statement will be filed electronically with the SEC pursuant to Regulation 14A.

PART IV

NORFOLK SOUTHERN CORPORATION AND SUBSIDIARIES

Item 15. Exhibits and Financial Statement Schedules

Exhibit Number	Description
2.1	Distribution Agreement, dated as of July 26, 2004, by and among CSX Corporation, CSX Transportation, Inc., CSX Rail Holding Corporation, CSX Northeast Holdings Corporation, Norfolk Southern Corporation, Norfolk Southern Railway Company, CRR Holdings LLC, Green Acquisition Corp., Conrail Inc., Consolidated Rail Corporation, New York Central Lines LLC, Pennsylvania Lines LLC, NYC Newco, Inc., and PRR Newco, Inc., is incorporated by reference to Exhibit 2.1 to Norfolk Southern Corporation's Form 8-K filed on September 2, 2004. (SEC File No. 001-08339)
3	Articles of Incorporation and Bylaws -
(i)(a)	The Restated Articles of Incorporation of Norfolk Southern Corporation are incorporated by reference to Exhibit 3(i) to Norfolk Southern Corporation's 10-K filed on March 5, 2001. (SEC File No. 001-08339)
(i)(b)	An amendment to the Articles of Incorporation of Norfolk Southern Corporation is incorporated by reference to Exhibit 3(i) to Norfolk Southern Corporation's Form 8-K filed on May 18, 2010. (SEC File No. 001-08339)
(i)(c)	An amendment to the Articles of Incorporation of Norfolk Southern Corporation is incorporated by reference to Exhibit 3(i) to Norfolk Southern Corporation's Form 10-Q filed on July 29, 2020. (SEC File No. 001-08339)
(ii)	The Bylaws of Norfolk Southern Corporation, as amended July 25, 2023, are incorporated by reference to Exhibit 3(ii) to the Registrant's Form 8-K filed on July 27, 2023. (SEC File No. 001-08339)

4	Instruments Defining the Rights of Security Holders, Including Indentures:
(a)	Indenture, dated as of January 15, 1991, from Norfolk Southern Corporation to First Trust of New York, National Association, as Trustee, is incorporated by reference to Exhibit 4.1 to Norfolk Southern Corporation's Registration Statement on Form S-3 (SEC File No. 33-38595)
(b)	First Supplemental Indenture, dated May 19, 1997, between Norfolk Southern Corporation and First Trust of New York, National Association, as Trustee, related to the issuance of notes in the principal amount of $4.3 billion, is incorporated by reference to Exhibit 1.1(d) to Norfolk Southern Corporation's Form 8-K filed on May 21, 1997. (SEC File No. 001-08339)
(c)	Fourth Supplemental Indenture, dated as of February 6, 2001, between Norfolk Southern Corporation and U.S. Bank Trust National Association, as Trustee, related to the issuance of notes in the principal amount of $1 billion, is incorporated by reference to Exhibit 4.1 to Norfolk Southern Corporation's Form 8-K filed on February 7, 2001. (SEC File No. 001-08339)
(d)	Indenture, dated August 27, 2004, among PRR Newco, Inc., as Issuer, and Norfolk Southern Railway Company, as Guarantor, and The Bank of New York, as Trustee, is incorporated by reference to Exhibit 4(1) to Norfolk Southern Corporation's Form 10-Q filed on October 28, 2004. (SEC File No. 001-08339)
(e)	First Supplemental Indenture, dated August 27, 2004, among PRR Newco, Inc., as Issuer, and Norfolk Southern Railway Company, as Guarantor, and The Bank of New York, as Trustee, related to the issuance of notes in the principal amount of approximately $451.8 million, is incorporated by reference to Exhibit 4(m) to Norfolk Southern Corporation's Form 10-Q filed on October 28, 2004. (SEC File No. 001-08339)
(f)	Ninth Supplemental Indenture, dated as of March 11, 2005, between Norfolk Southern Corporation and U.S. Bank Trust National Association, as Trustee, related to the issuance of notes in the principal amount of $300 million, is incorporated by reference to Exhibit 4.1 to Norfolk Southern Corporation's Form 8-K filed on March 15, 2005. (SEC File No. 001-08339)
(g)	Tenth Supplemental Indenture, dated as of May 17, 2005, between Norfolk Southern Corporation and U.S. Bank Trust National Association, as Trustee, related to the issuance of notes in the principal amount of $366.6 million, is incorporated by reference to Exhibit 99.1 to Norfolk Southern Corporation's Form 8-K filed on May 18, 2005. (SEC File No. 001-08339)
(h)	Eleventh Supplemental Indenture, dated as of May 17, 2005, between Norfolk Southern Corporation and U.S. Bank Trust National Association, as Trustee, related to the issuance of notes in the principal amount of $350 million, is incorporated by reference to Exhibit 99.2 to Norfolk Southern Corporation's Form 8-K filed on May 18, 2005. (SEC File No. 001-08339)
(i)	Twelfth Supplemental Indenture, dated as of August 26, 2010, between Norfolk Southern Corporation and U.S. Bank Trust National Association, as Trustee, related to the issuance of notes in the principal amount of $250 million, is incorporated by reference to Exhibit 4.2 to Norfolk Southern Corporation's Form 8-K filed on August 26, 2010. (SEC File No. 001-08339)
(j)	Indenture, dated as of June 1, 2009, between Norfolk Southern Corporation and U.S. Bank Trust National Association, as Trustee, is incorporated by reference to Exhibit 4.1 to Norfolk Southern Corporation's Form 8-K filed on June 1, 2009. (SEC File No. 001-08339)
(k)	Second Supplemental Indenture, dated as of May 23, 2011, between the Registrant and U.S. Bank Trust National Association, as Trustee, related to the issuance of notes in the principal amount of $400 million, is incorporated by reference to Exhibit 4.1 to Norfolk Southern Corporation's Form 8-K filed on May 23, 2011. (SEC File No. 001-08339)
(l)	Indenture, dated as of September 14, 2011, between the Registrant and U.S. Bank Trust National Association, as Trustee, related to the issuance of notes in the principal amount of $595,504,000, is incorporated by reference to Exhibit 4.1 to Norfolk Southern Corporation's Form 8-K filed on September 15, 2011. (SEC File No. 001-08339)
(m)	Third Supplemental Indenture, dated as of September 14, 2011, between the Registrant and U.S. Bank Trust National Association, as Trustee, related to the issuance of notes in the principal amount of $4,492,000, is incorporated by reference to Exhibit 4.2 to Norfolk Southern Corporation's Form 8-K filed on September 15, 2011. (SEC File No. 001-08339)

(n)	Fourth Supplemental Indenture, dated as of November 17, 2011, between the Registrant and U.S. Bank Trust National Association, as Trustee, related to the issuance of two series of notes, one in the principal amount of $500 million and one in the principal amount of $100 million, is incorporated by reference to Exhibit 4.1 to Norfolk Southern Corporation's Form 8-K filed on November 17, 2011. (SEC File No. 001-08339)
(o)	Indenture, dated as of March 15, 2012, between the Registrant and U.S. Bank Trust National Association, as Trustee, is incorporated by reference to Exhibit 4.1 to Norfolk Southern Corporation's Form 8-K filed on March 15, 2012. (SEC File No. 001-08339)
(p)	Second Supplemental Indenture, dated as of September 7, 2012, between the Registrant and U.S. Bank Trust National Association, as Trustee, is incorporated by reference to Exhibit 4.1 to Norfolk Southern Corporation's Form 8-K filed on September 7, 2012. (SEC File No. 001-08339)
(q)	Third Supplemental Indenture, dated as of August 13, 2013, between the Registrant and U.S. Bank Trust National Association, as Trustee, related to the issuance of notes in the principal amount of $500,000,000, is incorporated by reference to Exhibit 4.1 to Norfolk Southern Corporation's Form 8-K filed on August 13, 2013. (SEC File No. 001-08339)
(r)	Indenture, dated as of June 2, 2015, between Registrant and U.S. Bank National Association, as Trustee, is incorporated by reference to Exhibit 4.1 to Norfolk Southern Corporation's Form 8-K filed on June 2, 2015. (SEC File No. 001-08339)
(s)	First Supplemental Indenture, dated as of June 2, 2015, between the Registrant and U.S. Bank National Association, as Trustee, is incorporated by reference to Exhibit 4.2 to Norfolk Southern Corporation's Form 8-K filed on June 2, 2015. (SEC File No. 001-08339)
(t)	Second Supplemental Indenture, dated as of November 3, 2015, between the Registrant and U.S. Bank National Association, as Trustee, is incorporated by reference to Exhibit 4.1 to Norfolk Southern Corporation's Form 8-K filed on November 3, 2015. (SEC File No. 001-08339)
(u)	Third Supplemental Indenture, dated as of June 3, 2016, between the Registrant and U.S. Bank National Association, as Trustee, is incorporated by reference to Exhibit 4.1 to Norfolk Southern Corporation's Form 8-K filed on June 3, 2016. (SEC File No. 001-08339)
(v)	Fourth Supplemental Indenture, dated as of May 31, 2017, between the Registrant and U.S. Bank National Association, as Trustee, is incorporated by reference to Exhibit 4.1 to the Corporation's Form 8-K filed May 31, 2017. (SEC File No. 001-08339)
(w)	Indenture, dated as of August 15, 2017, between the Registrant and U.S. Bank National Association, as Trustee, is incorporated by reference herein to Exhibit 4.1 to Norfolk Southern Corporation's Form 8-K filed August 15, 2017. (SEC File No. 001-08339)
(x)	Indenture, dated as of February 28, 2018 between the Registrant and U.S. Bank National Association, as Trustee. The Indenture is incorporated by reference herein to Exhibit 4.1 to Norfolk Southern Corporation's Form 8-K filed February 28, 2018. (SEC File No. 001-08339)
(y)	First Supplemental Indenture, dated as of February 28, 2018, between the Registrant and U.S. Bank National Association, as Trustee. The Indenture is incorporated by reference herein to Exhibit 4.2 to Norfolk Southern Corporation's Form 8-K filed February 28, 2018. (SEC File No. 001-08339)
(z)	Second Supplemental Indenture, dated as of August 2, 2018, between the Registrant and U.S. Bank National Association, as Trustee. The Indenture is incorporated by reference herein to Exhibit 4.1 to Norfolk Southern Corporation's Form 8-K filed August 2, 2018. (SEC File No. 001-08339)
(aa)	Third Supplemental Indenture, dated as of May 8, 2019, between the Registrant and U.S. Bank National Association, as Trustee, is incorporated by reference to Exhibit 4.1 to the Registrant's Form 8-K filed on May 8, 2019 (SEC File No. 001-08339)
(bb)	Fourth Supplemental Indenture, dated as of November 4, 2019, between the Registrant and U.S. Bank National Association, as Trustee, is incorporated by reference to Exhibit 4.1 to the Registrant's Form 8-K filed on November 4, 2019. (SEC File No. 001-08339)
(cc)	Description of the Registrant's Common Stock Registered Under Section 12 of the Securities Exchange Act of 1934, is incorporated by reference to Exhibit 4(hh) to Norfolk Southern Corporation's Form 10-K filed on February 6, 2020. (SEC File No. 001-08339)

(dd)	Fifth Supplemental Indenture, dated as of May 11, 2020, between the Registrant and U.S. Bank National Association, as Trustee, is incorporated by reference to Exhibit 4.1 to the Registrant's Form 8-K filed on May 11, 2020. (SEC File No. 001-08339)
(ee)	Indenture dated as of May 15, 2020, between the Registrant and U.S. Bank National Association, as Trustee is incorporated by reference to Exhibit 4.1 to the Registrant's Form 8-K filed on May 15, 2020. (SEC File No. 001-08339)
(ff)	Sixth Supplemental Indenture, dated as of May 12, 2021, between the Registrant and U.S. Bank National Association, as Trustee, is incorporated by reference to Exhibit 4.2 to the Registrant's Form 8-K filed on May 12, 2021. (SEC File No. 001-08339)
(gg)	Seventh Supplemental Indenture, dated as of August 25, 2021, between the Registrant and U.S. Bank National Association, as trustee, is incorporated by reference to Exhibit 4.1 to the Registrant's Form 8-K filed on August 25, 2021. (SEC File No. 001-08339)
(hh)	Eighth Supplemental Indenture, dated as of February 25, 2022, between the Registrant and U.S. Bank Trust Company, National Association (as successor to U.S. Bank National Association), as trustee, is incorporated by reference to Exhibit 4.1 of the Registrant's Form 8-K filed on February 25, 2022. (SEC File No. 001-08339)
(ii)	Ninth Supplemental Indenture, dated June 13, 2022, between the Registrant and U.S. Bank Trust Company, National Association (as successor to U.S. Bank National Association), as trustee, is incorporated by reference to Exhibit 4.1 of the Registrant's Form 8-K filed on June 15, 2022. (SEC File No. 001-08339)
(jj)	Tenth Supplemental Indenture, dated as of February 2, 2023, between the Registrant and U.S. Bank Trust Company, National Association (as successor to U.S. Bank National Association), as trustee, is incorporated by reference to Exhibit 4.1 of the Registrant's Current Report on Form 8-K filed on February 2, 2023. (SEC File No. 001-08339)
(kk)	Eleventh Supplemental Indenture, dated as of August 2, 2023, between the Registrant and U.S. Bank Trust Company, National Association (as successor to U.S. Bank National Association), as trustee is incorporated by reference to Exhibit 4.1 of the Registrant's Current Report on Form 8-K filed on August 2, 2023. (SEC File No. 001-08339)
(ll)	Twelfth Supplemental Indenture, dated as of November 22, 2023, between the Registrant and U.S. Bank Trust Company, National Association (as successor to U.S. Bank National Association), as trustee is incorporated by reference to Exhibit 4.1 of the Registrant's Current Report on Form 8-K filed on November 22, 2023. (SEC File No. 001-08339)
	In accordance with Item 601(b)(4)(iii) of Regulation S-K, copies of other instruments of Norfolk Southern Corporation and its subsidiaries with respect to the rights of holders of long-term debt are not filed herewith, or incorporated by reference, but will be furnished to the Commission upon request.
10	Material Contracts -
(a)	The Transaction Agreement, dated as of June 10, 1997, by and among CSX and CSX Transportation, Inc., Registrant, Norfolk Southern Railway Company, Conrail Inc., Consolidated Rail Corporation, and CRR Holdings LLC, with certain schedules thereto, previously filed, is incorporated by reference to Exhibit 10(a) to Norfolk Southern Corporation's Form 10-K filed on February 24, 2003. (SEC File No. 001-08339)
(b)	Amendment No. 1 dated as of August 22, 1998, to the Transaction Agreement, dated as of June 10, 1997, by and among CSX Corporation, CSX Transportation, Inc., Norfolk Southern Corporation, Norfolk Southern Railway Company, Conrail, Inc., Consolidated Rail Corporation, and CRR Holdings LLC, is incorporated by reference from Exhibit 10.1 to Norfolk Southern Corporation's Form 10-Q filed on August 11, 1999. (SEC File No. 001-08339)
(c)	Amendment No. 2 dated as of June 1, 1999, to the Transaction Agreement, dated June 10, 1997, by and among CSX Corporation, CSX Transportation, Inc., Norfolk Southern Corporation, Norfolk Southern Railway Company, Conrail, Inc., Consolidated Rail Corporation, and CRR Holdings LLC, is incorporated by reference from Exhibit 10.2 to Norfolk Southern Corporation's Form 10-Q filed on August 11, 1999. (SEC File No. 001-08339)

(d) Amendment No. 3 dated as of June 1, 1999, and executed in April 2004, to the Transaction Agreement, dated June 10, 1997, by and among CSX Corporation, CSX Transportation, Inc., Norfolk Southern Corporation, Norfolk Southern Railway Company, Conrail, Inc., Consolidated Rail Corporation, and CRR Holdings LLC, is incorporated by reference from Exhibit 10(dd) to Norfolk Southern Corporation's Form 10-Q filed on July 30, 2004. (SEC File No. 001-08339)

(e) Amendment No. 5 to the Transaction Agreement, dated as of August 27, 2004, by and among CSX Corporation, CSX Transportation, Inc., Norfolk Southern Corporation, Norfolk Southern Railway Company, Conrail, Inc., Consolidated Rail Corporation, and CRR Holdings LLC, is incorporated by reference to Exhibit 10.1 to Norfolk Southern Corporation's Form 8-K filed on September 2, 2004. (SEC File No. 001-08339)

(f) Amendment No. 6 dated as of April 1, 2007, to the Transaction Agreement, dated June 10, 1997, by and among CSX Corporation, CSX Transportation, Inc., Norfolk Southern Railway Company, Conrail, Inc., Consolidated Rail Corporation, and CRR Holdings LLC, is incorporated by reference to Exhibit 10.5 to Norfolk Southern Corporation's Form 10-Q filed on July 27, 2007. (SEC File No. 001-08339)

(g) Shared Assets Area Operating Agreement for North Jersey, dated as of June 1, 1999, by and among Consolidated Rail Corporation, CSX Transportation, Inc., and Norfolk Southern Railway Company, with exhibit thereto, is incorporated by reference from Exhibit 10.4 to Norfolk Southern Corporation's Form 10-Q filed on August 11, 1999. (SEC File No. 001-08339)

(h) Shared Assets Area Operating Agreement for Detroit, dated as of June 1, 1999, by and among Consolidated Rail Corporation, CSX Transportation, Inc., and Norfolk Southern Railway Company, with exhibit thereto, is incorporated by reference from Exhibit 10.6 to Norfolk Southern Corporation's Form 10-Q filed on August 11, 1999. (SEC File No. 001-08339)

(i) Shared Assets Area Operating Agreement for South Jersey/Philadelphia, dated as of June 1, 1999, by and among Consolidated Rail Corporation, CSX Transportation, Inc., and Norfolk Southern Railway Company, with exhibit thereto, is incorporated by reference from Exhibit 10.5 to Norfolk Southern Corporation's Form 10-Q filed on August 11, 1999. (SEC File No. 001-08339)

(j) Amendment No. 1, dated as of June 1, 2000, to the Shared Assets Area Operating Agreements for North Jersey, South Jersey/Philadelphia, and Detroit, dated as of June 1, 1999, by and among Consolidated Rail Corporation, CSX Transportation, Inc., and Norfolk Southern Railway Company, with exhibits thereto, is incorporated by reference to Exhibit 10(h) to Norfolk Southern Corporation's Form 10-K filed on March 5, 2001. (SEC File No. 001-08339)

(k) Amendment No. 2, dated as of January 1, 2001, to the Shared Assets Area Operating Agreements for North Jersey, South Jersey/Philadelphia, and Detroit, dated as of June 1, 1999, by and among Consolidated Rail Corporation, CSX Transportation, Inc., and Norfolk Southern Railway Company, with exhibits thereto, is incorporated by reference to Exhibit 10(j) to Norfolk Southern Corporation's Form 10-K filed on February 21, 2002. (SEC File No. 001-08339)

(l) Amendment No. 3, dated as of June 1, 2001, and executed in May of 2002, to the Shared Assets Area Operating Agreements for North Jersey, South Jersey/Philadelphia, and Detroit, dated as of June 1, 1999, by and among Consolidated Rail Corporation, CSX Transportation, Inc., and Norfolk Southern Railway Company, with exhibits thereto, is incorporated by reference to Exhibit 10(k) to Norfolk Southern Corporation's Form 10-K filed on February 24, 2003. (SEC File No. 001-08339)

(m) Amendment No. 4, dated as of June 1, 2005, and executed in late June 2005, to the Shared Assets Area Operating Agreements for North Jersey, South Jersey/Philadelphia, and Detroit, dated as of June 1, 1999, by and among Consolidated Rail Corporation, CSX Transportation, Inc., and Norfolk Southern Railway Company, with exhibits thereto, is incorporated by reference to Exhibit 99 to Norfolk Southern Corporation's Form 8-K filed on July 1, 2005. (SEC File No. 001-08339)

(n) Monongahela Usage Agreement, dated as of June 1, 1999, by and among CSX Transportation, Inc., Norfolk Southern Railway Company, Pennsylvania Lines LLC, and New York Central Lines LLC, with exhibit thereto, is incorporated by reference from -Exhibit 10.7 to Norfolk Southern Corporation's Form 10-Q filed on August 11, 1999. (SEC File No. 001-08339)

(o) The Agreement, entered into as of July 27, 1999, between North Carolina Railroad Company and Norfolk Southern Railway Company, is incorporated by reference from Exhibit 10(i) to Norfolk Southern Corporation's Form 10-K filed on March 6, 2000. (SEC File No. 001-08339)

(p)	Second Amendment, dated December 28, 2009, to the Master Agreement dated July 27, 1999, by and between North Carolina Railroad Company and Norfolk Southern Railway Company, is incorporated by reference to Exhibit 10(q) to Norfolk Southern Corporation's Form 10-K filed on February 17, 2010 (Exhibits, annexes and schedules omitted. The Registrant will furnish supplementary copies of such materials to the SEC upon request). (SEC File No. 001-08339)
(q)	The Supplementary Agreement, entered into as of January 1, 1987, between the Trustees of the Cincinnati Southern Railway and The Cincinnati, New Orleans and Texas Pacific Railway Company (the latter a wholly owned subsidiary of Norfolk Southern Railway Company) - extending and amending a Lease, dated as of October 11, 1881 - is incorporated by reference to Exhibit 10(k) to Norfolk Southern Corporation's Form 10-K filed on March 5, 2001. (SEC File No. 001-08339)
(r)*	Norfolk Southern Corporation Executive Management Incentive Plan, as approved by shareholders May 14, 2015, and as amended effective March 27, 2018, November 17, 2020, November 17, 2023, and April 2, 2024 is incorporated by reference to Exhibit 10.4 to Norfolk Southern Corporation's 10-Q filed on April 24, 2024. (SEC File No. 001-08339)
(s)*	The Norfolk Southern Corporation Directors' Restricted Stock Plan, adopted January 1, 1994, and amended and restated effective as of January 23, 2015, is incorporated by reference to Exhibit 10.1 to Norfolk Southern Corporation's Form 10-Q filed on October 25, 2017. (SEC File No. 001-08339)
(t)*	Supplemental Benefit Plan of Norfolk Southern Corporation and Participating Subsidiary Companies, adopted June 1, 1982, as amended and restated effective as of December 31, 2023 is incorporated by reference to Exhibit 10(t) to Norfolk Southern Corporation's Form 10-K filed on February 5, 2024. (SEC File No. 001-08339)
(u)*	The Norfolk Southern Corporation Directors' Charitable Award Program, as amended effective July 2007, is incorporated by reference to Exhibit 10.6 to Norfolk Southern Corporation's Form 10-Q filed on July 27, 2007. (SEC File No. 001-08339)
(v)*	The Norfolk Southern Corporation Thoroughbred Stock Option Plan, as amended effective July 22, 2013, is incorporated by reference to Exhibit 10.2 to Norfolk Southern Corporation's Form 10-Q filed on July 24, 2013. (SEC File No. 001-08339)
(w)*	The Norfolk Southern Corporation Executive Life Insurance Plan, as amended and restated effective November 30, 2022 and executed as of February 21, 2023, is incorporated by reference to Exhibit 10.1 to Norfolk Southern Corporation's Form 10-Q filed on April 26, 2023. (SEC File No. 001-08339)
(x)*	The Norfolk Southern Corporation Long-Term Incentive Plan, as approved by shareholders May 14, 2015, and as amended July 29, 2016, November 29, 2016, November 28, 2017, November 27, 2018, and November 19, 2019, November 17, 2023, and December 20, 2023 is incorporated by reference to Exhibit 10(x) to Norfolk Southern Corporation's Form 10-K filed on February 5, 2024. (SEC File No. 001-08339)
(y)	Amended and Restated Transfer and Administration Agreement dated as of May 28, 2021 is incorporated by reference to Exhibit 10.1 on Norfolk Southern Corporation's Form 8-K filed on May 28, 2021. (SEC File No. 001-08339)
(z)	Amendment No. 1 dated as of May 27, 2022, to the Amended and Restated Transfer and Administration Agreement, dated as of May 28, 2021 is incorporated by reference to Exhibit 10.1 on Norfolk Southern Corporation's Form 10-Q filed on October 26, 2022. (SEC File No. 001-08339)
(aa)	Amendment No. 2 dated as of June 30, 2022, to the Amended and Restated Transfer and Administration Agreement, dated as of May 28, 2021 is incorporated by reference to Exhibit 10.2 on Norfolk Southern Corporation's Form 10-Q filed on October 26, 2022. (SEC File No. 001-08339)
(bb)	Amendment No.3 dated as of May 24, 2024, to the Amended and Restated Transfer and Administration Agreement, dated as of May 28, 2021 is incorporated by reference to Exhibit 10.1 of Norfolk Southern Corporation's Form 10-Q on July 26, 2024. (SEC File No. 001-8339)
(cc)	Commitment Termination Date Extension Request effective as of May 26, 2023 to the Amended and Restated Transfer and Administrative Agreement dated as of May 28, 2021 is incorporated by reference to Exhibit 10.2 on the Registrant's Form 10-Q filed on July 27, 2023. (SEC File No. 001-08339)

(dd)	Asset Purchase and Sale Agreement dated November 21, 2022, by and among the Registrant as purchaser, the Cincinnati, New Orleans and Texas Pacific Railway Company, and the Board of Trustees of the Cincinnati Southern Railway as seller is incorporated by reference to Exhibit 2.1 on Norfolk Southern Corporation's Form 8-K filed on November 21, 2022. (SEC File No. 001-08339)
(ee)	First Amended and Restated Asset Purchase and Sale Agreement dated as of June 28, 2023 between Board of Trustees of the Cincinnati Southern Railway, Norfolk Southern Railway Company and The Cincinnati, New Orleans and Texas Pacific Railway Company is incorporated by reference to Exhibit 10.3 on the Registrant's Form 10-Q filed on July 27, 2023. (SEC File No. 001-08339)
(ff)*	Directors' Deferred Fee Plan of Norfolk Southern Corporation, adopted June 1, 1982 and as amended and restated effective December 1, 2019, is incorporated by referenced to Exhibit 10(xx) to Norfolk Southern Corporation's Form 10-K filed on February 6, 2020. (SEC File No. 001-08339)
(gg)*	Norfolk Southern Corporation Executives' Deferred Compensation Plan, as amended and restated effective January 1, 2019, is incorporated by reference to Exhibit 10(ww) to Norfolk Southern Corporation's Form 10-K filed on February 8, 2019. (SEC File No. 001-08339)
(hh)*	Form of Norfolk Southern Corporation Long-Term Incentive Plan, Award Agreement for Outside Directors for Restricted Stock Units and deferral election form as approved by the Human Capital Management and Compensation Committee on November 18, 2021, is incorporated by reference to Exhibit 10(cc) to Norfolk Southern Corporation's Form 10-K filed on February 4, 2022. (SEC File No. 001-08339)
(ii)*,**	Form of Norfolk Southern Corporation Long-Term Incentive Plan, Award Agreement for Non-Qualified Stock Options approved by the Human Capital Management and Compensation Committee on January 28, 2025.
(jj)*,**	Form of Norfolk Southern Corporation Long-Term Incentive Plan, Award Agreement for Restricted Stock Units approved by the Human Capital Management and Compensation Committee on January 28, 2025.
(kk)*,**	Form of Norfolk Southern Corporation Long-Term Incentive Plan, Award Agreement for Performance Share Units approved by the Human Capital Management and Compensation Committee on January 28, 2025.
(ll)*	Form of Change in Control Agreement between Norfolk Southern Corporation and executive officers who entered into a change in control agreement after 2015 is incorporated by reference to Exhibit 10.2 to Norfolk Southern Corporation's Form 10-Q filed on July 29, 2020. (SEC File No. 001-08339)
(mm)	Amended and Restated Credit Agreement dated as of January 26, 2024, establishing a 5-year, $800 million unsecured revolving credit facility of the Registrant, is incorporated by reference to Exhibit 10.1 to Norfolk Southern Corporation's Form 8-K filed on January 26, 2024. (SEC File No. 001-08339)
(nn)*	Amended and Restated Offer Letter for Mark R. George, dated September 11, 2024, is incorporated by reference to Exhibit 10.1 to Norfolk Southern Corporation's Form 8-K filed on September 12, 2024. (SEC File No. 001-08339)
(oo)*	Offer Letter for John Orr dated March 18, 2024 is incorporated by reference to Exhibit 10.2 to Norfolk Southern Corporation's Form 10-Q filed on April 24, 2024. (SEC File No. 001-08339)
(pp)*	Retention Agreement for Ann A. Adams dated January 29, 2024 is incorporated by reference to Exhibit 10.3 to Norfolk Southern Corporation's Form 10-Q filed on April 24, 2024. (SEC File No. 001-08339)
(qq)*	Norfolk Southern Corporation Long-Term Incentive Plan Inducement Award Agreement for Performance-Based Restricted Stock Units is incorporated by reference to Exhibit 99.2 to Norfolk Southern Corporation's Form 8-K filed on August 28, 2019. (SEC File No. 001-08339)
(rr)*	Norfolk Southern Corporation Long-Term Incentive Plan Inducement Award Agreement for Restricted Stock Units is incorporated by reference to Exhibit 99.3 to Norfolk Southern Corporation's Form 8-K filed on August 28, 2019. (SEC File No. 001-08339)

(ss)*	Norfolk Southern Corporation Long-Term Incentive Plan Inducement Award Agreement for Non-Qualified Stock Options is incorporated by reference to Exhibit 99.4 to Norfolk Southern Corporation's Form 8-K filed on August 28, 2019. (SEC File No. 001-08339)
(tt)	A Lease Agreement, dated March 1, 2019, between NSRC and BA Leasing BSC, LLC. This Agreement is incorporated by reference herein to Exhibit 10.2 to Norfolk Southern Corporation's Form 8-K filed March 5, 2019. (SEC File No. 001-08339)
(uu)	A Participation Agreement, dated March 1, 2019, between NSRC, BA Leasing BSC, LLC, Bank of America, N.A. as Administrative Agent, and each of the Rent Assignees listed on Schedule II thereto. This Agreement is incorporated by reference herein to Exhibit 10.3 to Norfolk Southern Corporation's Form 8-K filed March 5, 2019. (SEC File No. 001-08339)
(vv)	Guaranty of NSRC's obligations under the Participation Agreement, Construction Agency Agreement, Lease Agreement and related documents by Norfolk Southern Corporation. This Agreement is incorporated by reference herein to Exhibit 10.4 to Norfolk Southern Corporation's Form 8-K filed March 5, 2019. (SEC File No. 001-08339)
(ww)	Consent and First Omnibus Amendment dated May 14, 2021 between NSRC, BA Leasing, BSC, LLC, Bank of America, N.A as Administrative Agent, and each of the Rent Assignees (the Registrant will furnish supplementally to the Securities and Exchange Commission upon request, a copy of any omitted exhibit or schedule). (SEC File No. 001-08339)
(xx)	Consent and Second Omnibus Amendment dated September 10, 2021 between NSRC, BA Leasing, BSC, LLC, Bank of America, N.A as Administrative Agent, and each of the Rent Assignees (the Registrant will furnish supplementally to the Securities and Exchange Commission upon request, a copy of any omitted exhibit or schedule). (SEC File No. 001-08339)
(yy)	Third Omnibus Amendment Agreement dated January 23, 2023 between NSRC, BA Leasing, BSC, LLC, Bank of America, N.A as Administrative Agent, and each of the Rent Assignees is incorporated by reference herein to Exhibit 10.2 to Norfolk Southern Corporation's Form 10-Q filed on April 26, 2023. (SEC File No. 001-08339)
(zz)	Fourth Omnibus Amendment Agreement dated February 28, 2024 between NSRC, BA Leasing, BSC, LLC, Bank of America, N.A as Administrative Agent, and each of the Rent Assignees is incorporated by reference herein to Exhibit 10.1 to Norfolk Southern Corporation's Form 10-Q filed on April 24, 2024. (SEC File No. 001-08339)
(aaa)*	Norfolk Southern Executive Severance Plan as adopted on May 14, 2020, and as amended July 28, 2020, and November 17, 2022, is incorporated by reference herein to Exhibit 10.1 to Norfolk Southern Corporation's Form 8-K filed on November 21, 2022. (SEC File No. 001-08339)
(bbb)	Cooperation Agreement dated November 13, 2024, by and among Norfolk Southern Corporation, Ancora Catalyst Institutional LP and certain of its affiliates is incorporated by reference herein to Exhibit 10.1 to Norfolk Southern Corporation's Form 8-K filed on November 14, 2024. (SEC File No. 001-08339)
19 **	Norfolk Southern Corporation Insider Trading policies and procedures.
21**	Subsidiaries of the Registrant.
23**	Consent of Independent Registered Public Accounting Firm.
31-A**	Rule 13a-14(a)/15d-14(a) CEO Certification.
31-B**	Rule 13a-14(a)/15d-14(a) CFO Certification.
32**	Section 1350 Certifications.
97*	Norfolk Southern Corporation Incentive-Based Compensation Recovery Policy as adopted by Human Capital Management and Compensation Committee on November 17, 2023 is incorporated by reference to Exhibit 97 to Norfolk Southern Corporation's Form 10-K filed on February 5, 2024. (SEC File No. 001-08339)

101**	The following financial information from Norfolk Southern Corporation's Annual Report on Form 10-K for the year ended December 31, 2024, formatted in Inline Extensible Business Reporting Language (iXBRL) includes: (i) the Consolidated Statements of Income for each of the years ended December 31, 2024, 2023, and 2022; (ii) the Consolidated Statements of Comprehensive Income for each of the years ended December 31, 2024, 2023, and 2022; (iii) the Consolidated Balance Sheets at December 31, 2024 and 2023; (iv) the Consolidated Statements of Cash Flows for each of the years ended December 31, 2024, 2023, and 2022; (v) the Consolidated Statements of Changes in Stockholders' Equity for each of the years ended December 31, 2024, 2023, and 2022; and (vi) the Notes to Consolidated Financial Statements.
104**	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101).

** Management contract or compensatory arrangement.*

*** Filed herewith.*

(B) Exhibits.

The Exhibits required by Item 601 of Regulation S-K as listed in Item 15(A)3 are filed herewith or incorporated by reference.

(C) Financial Statement Schedules.

Financial statement schedules and separate financial statements specified by this Item are included in Item 15(A)2 or are otherwise not required or are not applicable.

Exhibits 23, 31, and 32 are included in copies assembled for public dissemination. All exhibits are included in the 2024 Form 10-K posted on our website at www.norfolksouthern.com under "Investors" "Financial Reports" and "SEC Filings" or you may request copies by writing to:

Office of Corporate Secretary
Norfolk Southern Corporation
650 West Peachtree Street NW
Atlanta, Georgia 30308-1925

Item 16. Form 10-K Summary

Not applicable.

POWER OF ATTORNEY

Each person whose signature appears on the next page under SIGNATURES hereby authorizes Jason M. Morris and Jason A. Zampi, or any one of them, to execute in the name of each such person, and to file, any amendments to this report, and hereby appoints Jason M. Morris and Jason A. Zampi, or any one of them, as attorneys-in-fact to sign on her or his behalf, individually and in each capacity stated below, and to file, any and all amendments to this report.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, Norfolk Southern Corporation has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized, on this 10th day of February, 2025.

/s/ Mark R. George
By: Mark R. George
(President and Chief Executive Officer)

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below on this 10th day of February, 2025, by the following persons on behalf of Norfolk Southern Corporation and in the capacities indicated.

Signature	**Title**
/s/ Mark R. George (Mark R. George)	President and Chief Executive Officer (Principal Executive Officer)
/s/ Jason A. Zampi (Jason A. Zampi)	Executive Vice President and Chief Financial Officer (Principal Financial Officer)
/s/ Claiborne L. Moore (Claiborne L. Moore)	Vice President and Controller (Principal Accounting Officer)
/s/ Claude Mongeau (Claude Mongeau)	Independent Chair and Director
/s/ Richard H. Anderson (Richard H. Anderson)	Director
/s/ William Clyburn, Jr. (William Clyburn, Jr.)	Director
/s/ Philip S. Davidson (Philip S. Davidson)	Director
/s/ Francesca A. DeBiase (Francesca A. DeBiase)	Director
/s/ Marcela E. Donadio (Marcela E. Donadio)	Director
/s/ Sameh Fahmy (Sameh Fahmy)	Director
/s/ Mary Kathryn Heitkamp (Mary Kathryn Heitkamp)	Director
/s/ John C. Huffard, Jr. (John C. Huffard, Jr.)	Director
/s/ Christopher T. Jones (Christopher T. Jones)	Director
/s/ Thomas C. Kelleher (Thomas C. Kelleher)	Director
/s/ Gilbert H. Lamphere (Gilbert H. Lamphere)	Director
/s/ Lori J. Ryerkerk (Lori J. Ryerkerk)	Director

Norfolk Southern Corporation and Subsidiaries
Valuation and Qualifying Accounts
Years ended December 31, 2024, 2023, and 2022
($ in millions)

	Beginning Balance	Additions charged to: Expenses	Additions charged to: Other Accounts	Deductions	Ending Balance
Year ended December 31, 2024					
Current portion of casualty and other claims included in accounts payable	$ 186	$ 72	$ 109 [2]	$ (151) [3]	$ 216
Casualty and other claims included in other liabilities	221	152 [1]	-	(144) [4]	229
Year ended December 31, 2023					
Current portion of casualty and other claims included in accounts payable	$ 170	$ 51	$ 84 [2]	$ (119) [3]	$ 186
Casualty and other claims included in other liabilities	218	153 [1]	-	(150) [4]	221
Year ended December 31, 2022					
Current portion of casualty and other claims included in accounts payable	$ 166	$ 43	$ 88 [2]	$ 127 [3]	$ 170
Casualty and other claims included in other liabilities	170	147 [1]	-	99 [4]	218

[1] Includes adjustments for changes in estimates for prior years' claims.
[2] Includes revenue refunds and overcharges provided through deductions from operating revenues and transfers from other accounts.
[3] Payments and reclassifications to/from accounts payable.
[4] Payments and reclassifications to/from other liabilities.

Norfolk Southern Corporation Long-Term Incentive Plan
Award Agreement

Non-Qualified Stock Option

This AGREEMENT dated as of /$GrantDate$/ (Award Date), between NORFOLK SOUTHERN CORPORATION (Corporation), a Virginia corporation, and /$ParticipantName$/ (Participant), Employee ID No. /$UserText1$/.

1. Award Contingent Upon Execution of this Agreement and of Non-Compete. This Award is contingent upon the Participant's execution of this Agreement and the associated non-compete agreement (Non-Compete Agreement), which is a condition precedent to this Award. This Award shall be void, and the Participant shall not be entitled to any rights hereunder, unless the Participant executes this Agreement and the Non-Compete Agreement on or before /$AcceptByDate$/, and thereafter fully complies with their terms. The Participant will be paid the first Dividend Equivalent payable under Section 4 of this Agreement only if the Participant executes this Agreement and the Non-Compete Agreement on or before /$UserText3$/.

2. Terms of Plan Govern. The Award made hereunder is made pursuant to the Norfolk Southern Corporation Long-Term Incentive Plan (Plan), all the terms and conditions of which are deemed to be incorporated in this Agreement and which forms a part of this Agreement. The Participant agrees to be bound by all the terms and conditions of the Plan and this agreement, and by all determinations of the Committee thereunder. Capitalized terms used in this Agreement but not defined herein shall have the same meanings as in the Plan.

3. Award of Non-Qualified Stock Option. The Corporation hereby grants to the Participant on Award Date a Non-Qualified Stock Option (NQSO) to purchase /$AwardsGranted$/ shares of the Corporation's Common Stock at a price of /$GrantPrice$/ per share, subject to the restrictions and other terms and conditions set forth in the Plan and this Agreement.

(a) Forfeiture of Options.

i. If the Participant's employment is terminated by reason of the Retirement of the Participant before December 31, 2025 and not for Cause, then a portion of this Option shall be forfeited immediately. The portion to be forfeited under this paragraph will be determined by dividing the number of shares subject to this NQSO by 12, multiplying the result by the number of full months in which the Participant was not employed by the Corporation during 2025, and then rounding to the nearest whole share.

ii. If the Participant's employment is terminated for Cause, regardless if such Participant is eligible for Retirement, all unexercised Options, whether vested or unvested, shall be forfeited immediately, and all rights of the Participant to such Options shall terminate immediately without further obligation on the part of the Corporation or any Subsidiary Company.

iii. For the purposes of this Agreement, "Cause" means, with respect to a Participant, the occurrence of any of the following events, as determined by the Committee in its discretion: (A) the Participant's conviction of, or plea of nolo contendere to, any felony; (B) the Participant's commission of, or participation in, intentional acts of fraud or dishonesty; (C) the Participant's material violation of any term of the Participant's employment agreement with the Corporation or any other contract or agreement between the Participant and the Corporation, if any, or any statutory duty the Participant owes to the Corporation; (D) the Participant's gross negligence in the performance of his or her duties; (E) the Participant's refusal to follow the lawful directions of: (1) the Board; (2) the Corporation's Chief Executive Officer; or (3) the Participant's direct manager; or (F) the Participant's material violation of the Corporation's written policies.

(b) Duration of Option.

i. This Option (to the extent not earlier exercised) will expire at 11:59 p.m. on /$ExpirationDate$/, being ten years from the Award Date. However, this Option is subject to earlier termination if the Participant's employment with the Corporation or a Subsidiary Company is terminated for a reason other than Disability or death, as follows: (A) if the Participant's employment is terminated for a Qualifying Termination (as defined under the Norfolk Southern Executive Severance Plan), the Option shall expire at the close of business on the last day of active service by the Participant with the Corporation or a Subsidiary Company, or (B) if the Participant's employment is terminated for any reason other than Retirement, a Qualifying Termination, or Cause, the Option shall expire 30 days after the last day of active service by the Participant with the Corporation or a Subsidiary Company. If the Participant is granted a leave of absence and his or her employment with the Corporation or a Subsidiary Company terminates at any time during or at the end of the leave of absence, the Option grant shall expire at the close of business 30 days after the Participant's last day of employment with the Corporation or a Subsidiary Company.

ii. Notwithstanding the foregoing, if: (A) the Participant's employment is terminated by reason of: (1) the Participant's Retirement or (2) the Participant's Disability, and (B) the Committee later determines that: (1) that grounds existed at the time of such termination that would have allowed the Corporation to terminate the Participant's employment for Cause; or (2) the Participant Engaged in Competing Employment within a period of two years following Retirement or Disability, the Corporation shall have all rights under law and equity to recoup and recover from Participant any Options previously settled under this Agreement and the Participant shall immediately forfeit all rights with respect to any Options without further obligation on the part of the Corporation or any Subsidiary Company. Such right to recoup and recover any Options previously settled is in addition to any such rights provided under the Corporation's mandatory or supplemental clawback and recovery policies as may be applicable to such Participant and in effect from time to time.

A Participant "Engaged in Competing Employment" if the Participant, in any state in which the Corporation provided rail services during Participant's employment with the Corporation, works for or provides the same or similar services Participant provided on behalf of the Corporation for any Competitor. For this purpose, a "Competitor" is any entity in the same line of business as the Corporation in North American markets in which the Corporation competes, including, but not limited to, any North American Class I rail carrier, any other rail carrier competing with the Corporation (including without limitation a holding or other company that controls or operates or is otherwise affiliated with any rail carrier competing with the Corporation), and any other provider of transportation services competing with Corporation, including motor and water carriers.

iii. Participant understands that nothing in this Agreement (1) prohibits or impedes Participant from reporting possible violations of federal law or regulation to any governmental agency or entity (including but not limited to the Department of Justice, the Securities and Exchange Commission (SEC), the Congress, and any agency Inspector General), from making other disclosures that are protected under the whistleblower provisions of federal law or regulation, or from receiving a monetary award from the SEC related to participation in an SEC investigation or proceeding, or (2) requires Participant to obtain prior authorization of the Corporation to make any such reports or disclosures or to notify the Corporation of such reports or disclosures.

(c) Exercise of Option. This Option may be exercised in whole or in part at any time or times prior to its expiration; provided that the first exercise of this Option shall not occur before the third anniversary of the date on which the Option was granted. Notwithstanding the foregoing, if the Participant's employment with the Corporation or a Subsidiary Company is terminated by reason of the Participant's Retirement or death before the third anniversary of the date on which the Option was granted, the Participant (or, in the case of death, the Participant's Beneficiary) may first exercise this Option on the later of the first anniversary of the date on which this Option was granted or the effective date of the Participant's Retirement or death. Notice of the exercise of all or any part of this Option shall be given in the manner prescribed by the Secretary of the Corporation. Such notice shall be irrevocable,

shall specify the number of shares to be purchased and the purchase price to be paid therefore, and must be accompanied by the payment of the purchase price as provided in Section 3(d) herein. Upon the exercise of such Option, the Common Stock purchased will be distributed.

(d) Payment of Option Price. The purchase price of Common Stock upon exercise of this Option shall be paid in full to the Corporation at the time of the exercise of the Option in cash or by the surrender to the Corporation of shares of previously acquired Common Stock which shall have been held by the Participant for at least six months and which shall be valued at Fair Market Value on the date the Option is exercised, or by a combination of cash and such Common Stock.

(e) Nontransferability. This Option may be exercised during the lifetime of the Participant only by the Participant, and following death only by the Participant's Beneficiary. If a Beneficiary dies after the Participant dies but before the Option is exercised and before such rights expire, such rights shall become assets of the Beneficiary's estate. Except as provided in this paragraph, Options may not be assigned or alienated, whether voluntarily or involuntarily including, without limitation, under any domestic relations order, and any such attempted assignment or alienation shall be null, void, and of no effect.

4. Dividend Equivalent Payments. Except as otherwise provided herein, the Corporation shall make to the Participant who holds an unvested Option under this Agreement on the declared record date a cash payment on the outstanding unvested shares of Common Stock covered by this Option, in an amount equal to dividends declared by the Board of Directors of the Corporation and paid on Common Stock. If the employment of the Participant is terminated for any reason, including Retirement, Disability, or death, prior to the declared record date for any dividend, the Corporation shall have no further obligation to make any payments commensurate with dividends on shares of Common Stock covered by this Option. Each dividend equivalent shall be equal to the amount of the regular quarterly dividend, and payable on or about the date on which the Corporation pays the regular quarterly dividend on its Common Stock in accordance with the Corporation's normal dividend payment practice as may be determined by the Committee, in its sole discretion. Dividend equivalent payments shall not be made during a Participant's leave of absence.

5. Savings Clause for Rules of Professional Responsibility. Nothing contained in this Agreement will operate or be construed to restrict a lawyer in the practice of law in contravention of Rule 5.6 of the Georgia Rules of Professional Conduct or a similar professional conduct rule applicable to a lawyer who is an active member of any other state bar.

6. Recoupment. The Participant acknowledges that the Corporation shall recover from any Participant all or any portion of any exercised Options: (i) to the extent required by Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or other applicable law, (ii) as provided under the Corporation's supplemental clawback policy, as may be in effect from time to time, or (iii) to the extent the Corporation has recoupment rights under Section 3(b)(ii) of this Agreement.

7. Governing Law. The Participant agrees that this Award shall be governed by and interpreted in accordance with the laws of the State of Georgia without regard to Georgia's choice of law rules. The Participant consents to the personal jurisdiction of the federal and/or state courts serving the State of Georgia and waives any defenses of forum non conveniens. The Participant agrees that any and all initial judicial actions related to this Award shall only be brought in the United States District Court for the Northern District of Georgia, Atlanta Division, or the Georgia State-wide Business Court, regardless of the place of Participant's residence or work location at the time of such action.

IN WITNESS WHEREOF, the Corporation has caused this Agreement to be executed by its duly authorized officer, and the Participant has executed this Agreement by his or her electronic acceptance hereof, in acceptance of the above-mentioned Award, subject to the terms of the Plan and of this Agreement, all as of the day and year first above written.

By:
NORFOLK SOUTHERN CORPORATION

Continued on next page

2025 Non-Compete Agreement
Associated With Award Agreement Under
The Norfolk Southern Corporation Long-Term Incentive Plan

THIS AGREEMENT (the "Agreement") is executed by and between /$ParticipantName$/ ("Employee") and Norfolk Southern Corporation ("NS" or "Corporation"). Employee has received this Agreement in conjunction with an award agreement under the Norfolk Southern Corporation Long-Term Incentive Plan ("LTIP" or "Plan"). The term NS or Corporation includes NS' subsidiaries and affiliated companies including, but not limited to, Norfolk Southern Railway Company and its rail subsidiaries.

WHEREAS, Employee is a participant in the LTIP and is eligible to receive an award under such Plan, subject to certain terms and conditions of that Plan; and

WHEREAS, execution of this Agreement is a condition precedent to Employee's receipt of an award under the LTIP; and

WHEREAS, Employee acknowledges that he or she has been afforded at least 14 days to review the Agreement, and that he or she has been advised to consult with an attorney before signing this Agreement; and

WHEREAS, Employee is willing to enter into this Agreement and deliver same to NS to satisfy that condition in order to receive an award under the LTIP.

NOW THEREFORE the parties hereto do hereby covenant and agree as follows:

1. NS agrees that, upon Employee executing this Agreement, Employee will be provided an award under the LTIP on the terms and conditions set forth in an Award Agreement and will continue to receive confidential NS business and operational information as required by the duties of his or her position.

2. Employee agrees that the LTIP award is consideration for entering into this Agreement and that in consideration of the award Employee will abide by the covenants and obligations contained in this Agreement.

3. Employee agrees that (i) during the term of his or her employment, and (ii) for a period of one (1) year thereafter (irrespective of the reason for such separation, whether voluntary or involuntary) (the "Restricted Period"), Employee will not, within the Territory, on his or her own behalf or in the service of or on behalf of others, work for or provide services to any Competitor of the Corporation wherein Employee would be performing or providing the same or similar services that Employee provided or performed on behalf of the Corporation. The term "Competitor" means any North American Class I rail carrier (including, without limitation, a holding or other company that controls or operates, or is controlled by or under common control with, any North American Class I rail carrier). The term "Territory" means every state in which NS provided rail services during the last two years of Employee's employment with NS.

4. Unless done on behalf of NS, during the Restricted Period, Employee shall not solicit, recruit, entice, or persuade any current employee of the Corporation located within the Territory, and with whom Employee had contact, to leave the employment of the Corporation in order to work for or provide services for any company other than the Corporation.

5. Unless done on behalf of NS, during the Restricted Period, Employee shall not solicit, contact, attempt to divert, or appropriate any customer or account of the Corporation with which Employee had Material Contact, for the purpose of "providing the same or similar services as provided by the Corporation" to that customer or account. The phrase "providing the same or similar services as provided by the Corporation" means being in the same or closely related line of business as the Corporation for or on behalf of a competitor of the Corporation. "Material Contact" means contact between Employee and a customer or account: (1) with whom or which Employee dealt on behalf of the

Corporation; (2) whose dealings with the Corporation were coordinated or supervised by Employee; (3) about whom Employee obtained "confidential or proprietary information" in the ordinary course of business as a result of Employee's association with the Corporation; or (4) who receives products or services authorized by the Corporation, the sale or provision of which results or resulted in compensation, commissions, or earnings for the Corporation within two (2) years prior to the date of Employee's termination.

6. Unless done on behalf of NS, during the Restricted Period, and within the Territory, Employee shall not provide services to any customer or account of the Corporation with which Employee had Material Contact, for the purpose of "providing the same or similar services as provided by the Corporation" to that customer or account.

Nothing contained in the above paragraphs will operate or be construed to restrict a lawyer in the practice of law in contravention of Rule 5.6 of the Georgia Rules of Professional Conduct or a similar professional conduct rule applicable to a lawyer who is an active member of any other state bar.

7. Employee covenants and agrees that any confidential or proprietary information acquired by him or her during his or her employment with the Corporation (including information of or concerning a customer of the Corporation) is the exclusive property of the Corporation, and Employee acknowledges that he or she has no ownership interest or right of any kind to said property. Except as otherwise required by law, Employee agrees that during his or her employment with the Corporation and after the termination of that employment, and irrespective of the reason for such separation, whether voluntary or involuntary, he or she will not, either directly or indirectly, use, access, disclose, or divulge to any unauthorized party, for his or her own benefit or to the detriment of the Corporation, any confidential or proprietary information of the Corporation which he or she may have acquired or been provided during his or her employment with the Corporation, whether or not developed or compiled by the Employee, and whether or not Employee was authorized to have access to such information. Nothing herein shall affect Employee's obligations as set forth in the award agreement between Employee and the Corporation.

For the purposes of the above, the term "confidential or proprietary information" includes, without limitation, the identity of or other facts relating to the Corporation, its customers and accounts, its marketing strategies, financial data, trade secrets, other intellectual property, or any other information acquired by the Employee as a result of his or her employment with the Corporation such that if such information were disclosed, such disclosure could act to the prejudice of the Corporation. The term "confidential or proprietary information" does not include information that has become generally available to the public by the act of one who has the right to disclose such information without violating any right of the Corporation. The term "unauthorized party" means any firm, entity (including governmental entities), or person (whether outsiders or employees of the Corporation), who is not specifically authorized by the Corporation to receive such confidential or proprietary information. Employee acknowledges and agrees that the Corporation shall have the sole discretion to determine what information constitutes "confidential or proprietary information."

Employee agrees that if he or she believes that he or she is required by law or otherwise to reveal any confidential or proprietary information of the Corporation, he or she or his or her attorney, except as otherwise prohibited by law, will promptly contact NS's Law Department prior to disclosing such information in order that the Corporation can take appropriate steps to safeguard the disclosure of such confidential and proprietary information.

Nothing in this paragraph or Agreement should be construed, either expressly or by implication, as limiting the maximum protections which may be available to the Corporation under appropriate state and federal common law or statute concerning the obligations and duties of the Employee to protect the Corporation's property and/or confidential and proprietary information, including, but not limited to, under the federal Uniform Trade Secrets Act, the Defend Trade Secrets Act, the Virginia Uniform Trade Secrets Acts, or the Georgia Trade Secrets Act. Employee also acknowledges his or her duty to refrain from any action which would harm or have the potential to harm the Corporation, or the Corporation's

customers, including, but not limited to, breaching the fiduciary duties Employee owes the Corporation, both during the Employee's employment and after the termination of that employment.

Employee understands that nothing in this Agreement (1) prohibits or impedes Employee from reporting possible violations of federal law or regulation to any governmental agency or entity (including but not limited to the Department of Justice, the Securities and Exchange Commission (SEC), the Congress, and any agency Inspector General), from making other disclosures that are protected under the whistleblower provisions of federal law or regulation, or from receiving a monetary award from the SEC related to participation in an SEC investigation or proceeding, or (2) requires Employee to obtain prior authorization of the Corporation to make any such reports or disclosures or to notify the Corporation of such reports or disclosures.

Pursuant to 18 USC § 1833(b), an individual may not be held criminally or civilly liable under any federal or state trade secret law for disclosure of a trade secret: (i) made in confidence to a government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; and/or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Additionally, an individual suing an employer for retaliation based on the reporting of a suspected violation of law may disclose a trade secret to his or her attorney and use the trade secret information in the court proceeding, so long as any document containing the trade secret is filed under seal and the individual does not disclose the trade secret except pursuant to court order.

8. If Employee breaches any portion of this Agreement, Employee agrees that: (a) the Corporation would suffer irreparable harm; (b) it would be difficult to determine damages, and money damages alone would be an inadequate remedy for the injuries suffered by the Corporation; and (c) if the Corporation seeks injunctive relief to enforce this Agreement, Employee shall waive and shall not (i) assert any defense that the Corporation has an adequate remedy at law with respect to the breach, (ii) require that the Corporation submit proof of the economic value of any confidential or proprietary information, or (iii) require the Corporation to post a bond or any other security. Accordingly, in the event of a breach or a threatened breach by Employee of this Agreement, the Corporation shall be entitled to an injunction in a court of law restraining Employee from such breach or threatened breach, as well as recovery of its costs and reasonable attorneys' fees. Nothing herein shall be construed as prohibiting the Corporation from pursuing any other remedies available to it for such breach or threatened breach including the recovery of damages from Employee.

9. The parties agree that this Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia without regard to Georgia's choice of law rules. Employee consents to the personal jurisdiction of the federal and/or state courts serving the State of Georgia and waives any defenses of forum non conveniens. The parties agree that any and all judicial actions instituted under this Agreement or relating to its enforceability shall only be brought in the United States District Court for the Northern District of Georgia, Atlanta Division, the Georgia State-wide Business Court or Fulton County Superior Court, regardless of the place of Employee's residence or work location at the time of such action.

10. Each provision and sub-provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision or sub-provision of this Agreement shall be adjudged to be invalid under applicable law, the remainder of the Agreement is severable and shall continue in full force and effect. Should a court of competent jurisdiction declare any of the provisions of this Agreement invalid or unenforceable, the parties acknowledge and agree that the court may revise or reconstruct such invalid or unenforceable provisions to better effectuate the parties' intent to reasonably restrict the activity of the Employee to the greatest extent afforded by law and needed to protect the business interests of the Corporation.

11. Employee understands and agrees that nothing in this Agreement creates a contract of employment for any specific duration. The obligations contained in this Agreement shall survive the termination of the Employee's employment with the Corporation, however caused, and irrespective of the existence of any claim or cause of action by the Employee against the Corporation.

12. This Agreement is effective as of the date of the Employee's electronic acceptance of both this Agreement and the corresponding Award Agreement(s) under LTIP. The terms of this Agreement (and all associated remedial provisions of this Agreement) shall continue until cancelled by a subsequent written agreement between the parties.

Norfolk Southern Corporation Long-Term Incentive Plan
Award Agreement

Restricted Stock Units

This AGREEMENT dated as of /$GrantDate$/ (Award Date), between NORFOLK SOUTHERN CORPORATION (Corporation), a Virginia corporation, and /$ParticipantName$/ (Participant), Employee ID No. /$UserText1$/.

1. Award Contingent Upon Execution of this Agreement and of Non-Compete. This Award is contingent upon the Participant's execution of this Agreement and the associated non-compete agreement (Non-Compete Agreement), which is a condition precedent to this Award. This Award shall be void, and the Participant shall not be entitled to any rights hereunder, unless the Participant executes this Agreement and the Non-Compete Agreement on or before /$AcceptByDate$/, and thereafter fully complies with their terms. The Participant will be paid the first Dividend Equivalent payable under Section 4 of this Agreement only if the Participant executes this Agreement and the Non-Compete Agreement on or before/$UserText3$/.

2. Terms of Plan Govern. The Award made hereunder is made pursuant to the Norfolk Southern Corporation Long-Term Incentive Plan (Plan), all the terms and conditions of which are deemed to be incorporated in this Agreement and which forms a part of this Agreement. The Participant agrees to be bound by all the terms and provisions of the Plan and this Agreement, and by all determinations of the Committee thereunder. Capitalized terms used in this Agreement but not defined herein shall have the same meanings as in the Plan.

3. Award of Restricted Stock Units. The Corporation hereby grants to the Participant on Award Date /$AwardsGranted$/ Restricted Stock Units. Each Restricted Stock Unit is a contingent right to receive a Restricted Stock Unit Share, subject to the restrictions and other terms and conditions set forth in the Plan and this Agreement. Each Restricted Stock Unit shall equal the Fair Market Value of one share of the Common Stock of the Corporation on the date all applicable restrictions lapse.

The Participant's Award of Restricted Stock Units shall be recorded in a memorandum account. The Participant shall have no beneficial ownership interest in the Common Stock of the Corporation represented by the Restricted Stock Units awarded. The Participant shall have no right to vote the Common Stock represented by the Restricted Stock Units awarded or to receive dividends, except for Dividend Equivalent payments as set forth below.

(a) Restriction Periods. The Restricted Stock Units are subject to Restriction Periods. The Restriction Periods for ratable portions of the Restricted Stock Units shall terminate over three years from the Award Date on each annual anniversary of the Award Date or, if Corporation's Common Stock is not traded on any such anniversary date, on the next preceding date on which the Corporation's Common Stock is traded. If the termination of a Restriction Period will result in a fractional share, then the amount shall be rounded down to the nearest whole share and the Restriction Period for all fractional shares shall terminate upon the expiration of the last Restriction Period for the Award.

(b) Restrictions. Until the expiration of the Restriction Period or the lapse of restrictions in the manner provided in paragraph 3(c) of this Agreement, Restricted Stock Units shall be subject to the following restrictions:

i. the Participant shall not be entitled to receive the Restricted Stock Unit Shares which the Participant may have a contingent right to receive in the future;

ii. the Restricted Stock Units may not be sold, transferred, assigned, pledged, conveyed, hypothecated, used to exercise options, or otherwise disposed of; and

iii. the Restricted Stock Units may be forfeited immediately as provided in this Agreement and in the Plan.

(c) Forfeiture of Restricted Stock Units.

i. If the Participant's employment is terminated by reason of the Retirement of the Participant before December 31, 2025 and not for Cause, then a portion of the Restricted Stock Units shall be forfeited immediately and all rights of the Participant to such Units shall terminate immediately without further obligation on the part of the Corporation or any Subsidiary Company. The portion to be forfeited under this paragraph will be determined by dividing the number of Restricted Stock Units granted under Section 3(a) by 12, multiplying the result by the number of full months in which the Participant was not employed by the Corporation during 2025, and then rounding to the nearest whole number.

ii. If the Participant's employment is terminated for Cause, regardless if such Participant is eligible for Retirement, any Restricted Stock Units that are subject to a Restriction Period and any Restricted Stock Units that are not subject to a Restriction Period, but have not yet been settled, shall be forfeited immediately without further obligation on the part of the Corporation or any Subsidiary Company, and all rights of the Participant with respect to such Restricted Stock Units shall terminate.

iii. If the Participant's employment is terminated for any reason other than Cause, Retirement, Disability, or death, any Restricted Stock Units that are subject to a Restriction Period shall be forfeited immediately without further obligation on the part of the Corporation or any Subsidiary Company, and all rights of the Participant with respect to such Restricted Stock Units shall terminate. If the Participant is granted a leave of absence before the expiration of the Restriction Period, the Participant shall not forfeit any rights with respect to any Restricted Stock Units subject to the Restriction Period, except for Dividend Equivalent Payments as provided in Section 4 of this Agreement, unless the Participant's employment with the Corporation or a Subsidiary Company terminates at any time during or at the end of the leave of absence and before the expiration of the Restriction Period, at which time all rights of the Participant with respect to such Restricted Stock Units shall terminate without further obligation on the part of the Corporation or any Subsidiary Company.

iv. Notwithstanding any provision of this Agreement to the contrary, if: (A) the Participant's employment is terminated by reason of: (1) the Participant's Retirement or (2) the Participant's Disability, and (B) the Committee later determines that: (1) grounds existed at the time of such termination that would have allowed the Corporation to terminate the Participant's employment for Cause; or (2) the Participant Engaged in Competing Employment within a period of two years following the Participant's termination of employment and before the end of the Restriction Period, the Corporation shall have all rights under law and equity to recoup and recover from Participant any Restricted Stock Units previously settled under this Agreement and the Participant shall immediately forfeit all rights with respect to any Restricted Stock Units without further obligation on the part of the Corporation or any Subsidiary Company. Such right to recoup and recover any Restricted Stock Units previously settled is in addition to any such rights provided under the Corporation's mandatory or supplemental clawback and recovery policies as may be applicable to such Participant and in effect from time to time.

A Participant "Engaged in Competing Employment" if the Participant, in any state in which the Corporation provided rail services during Participant's employment with the Corporation, works for or provides the same or similar services Participant provided on behalf of the Corporation for any Competitor. For this purpose, a "Competitor" is any entity in the same line of business as the Corporation in North American markets in which the Corporation competes, including, but not limited to, any North American Class I rail carrier, any other rail carrier competing with the Corporation (including without limitation a holding or other company that controls or operates or is otherwise affiliated with any rail carrier competing with the Corporation), and any other provider of transportation services competing with Corporation, including motor and water carriers.

v. Participant understands that nothing in this Agreement (1) prohibits or impedes Participant from reporting possible violations of federal law or regulation to any governmental agency or

entity (including but not limited to the Department of Justice, the Securities and Exchange Commission (SEC), the Congress, and any agency Inspector General), from making other disclosures that are protected under the whistleblower provisions of federal law or regulation, or from receiving a monetary award from the SEC related to participation in an SEC investigation or proceeding, or (2) requires Participant to obtain prior authorization of the Corporation to make any such reports or disclosures or to notify the Corporation of such reports or disclosures.

vi. For the purposes of this Agreement, "Cause" means, with respect to a Participant, the occurrence of any of the following events, as determined by the Committee in its discretion: (A) the Participant's conviction of, or plea of nolo contendere to, any felony; (B) the Participant's commission of, or participation in, intentional acts of fraud or dishonesty; (C) the Participant's material violation of any term of the Participant's employment agreement with the Corporation or any other contract or agreement between the Participant and the Corporation, if any, or any statutory duty the Participant owes to the Corporation; (D) the Participant's gross negligence in the performance of his or her duties; (E) the Participant's refusal to follow the lawful directions of: (1) the Board; (2) the Corporation's Chief Executive Officer; or (3) the Participant's direct manager; or (F) the Participant's material violation of the Corporation's written policies.

(d) Distribution of Restricted Stock Units.

i. Restricted Stock Units that are not forfeited as provided above shall vest upon the expiration of each Restriction Period. Notwithstanding the foregoing, (A) if the Participant dies after Retirement, then Restricted Stock Units that were not forfeited as provided in Section 3(c)(i) above shall vest upon the Participant's death, and the Restriction Periods on those Restricted Stock Units shall lapse immediately, and (B) if the Participant dies while employed by the Corporation, or the Participant dies after Disability, and before the entire Award has been distributed, then the Restricted Stock Units shall all vest upon the Participant's death, and all the Restriction Periods on the Restricted Stock Units shall lapse immediately.

ii. Upon each vesting and expiration of the Restriction Periods applicable to the Restricted Stock Units, a whole number of shares of Common Stock of the Corporation equal to the ratable number of Restricted Stock Units scheduled to vest on the date the applicable Restriction Period ended shall be distributed to the Participant or the Participant's Beneficiary in the event of the Participant's death, subject to tax withholding as provided in Section 6 of this Agreement. At all times until the shares of Common Stock of the Corporation, if any, are actually issued in accordance with this Section, the Award remains an unfunded, unsecured promise to deliver shares in the future.

iii. The Committee, in its sole discretion, may waive any or all restrictions with respect to Restricted Stock Units. Notwithstanding any waiver, any delivery of Restricted Stock Units to the Participant may not be made earlier than delivery would have been made absent such waiver of restrictions.

4. Dividend Equivalent Payments. Except as otherwise provided herein, the Corporation shall make to a Participant who holds Restricted Stock Units on the declared record date a cash dividend equivalent payment on the number of shares of Common Stock represented by the Restricted Stock Units held by Participant on such record date. Each dividend equivalent shall be equal to the regular quarterly dividend declared by the Board of Directors of the Corporation and paid on Common Stock, and payable on or about the date on which the Corporation pays the regular quarterly dividend on its Common Stock in accordance with the Corporation's normal dividend payment practice as may be determined by the Committee, in its sole discretion. Dividend equivalent payments shall not be made during a Participant's leave of absence.

5. Savings Clause for Rules of Professional Responsibility. Nothing contained in this Agreement will operate or be construed to restrict a lawyer in the practice of law in contravention of Rule 5.6 of the Georgia Rules of Professional Conduct or a similar professional conduct rule applicable to a lawyer who is an active member of any other state bar.

6. Tax Withholding. The minimum necessary tax withholding obligation with respect to an award of Restricted Stock Units will be satisfied with shares of Common Stock of the Corporation based on the Fair Market Value of the Corporation's Common Stock on the expiration of the Restriction Period with respect to such Restricted Stock Units, regardless of when any such Common Stock is actually delivered to the Participant's account. Unless otherwise determined by the Corporation, the value of any fractional share amount created as a result of withholding will be added to the federal tax withholding amount.

7. Nontransferability. This Agreement and the RSUs granted to the Participant shall not be subject to any assignment, pledge, levy, garnishment, attachment, or other attempt to assign or alienate such shares prior to their delivery to Participant (or Participant's beneficiary), including, without limitation, under any domestic relations order, and any such attempted assignment or alienation shall be null, void, and of no effect.

8. Recoupment. The Participant acknowledges that the Corporation shall recover from any Participant all or any portion of any Restricted Stock Units awarded under this Agreement: (i) to the extent required by Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or other applicable law, (ii) as provided under the Corporation's supplemental clawback and recovery policies, as may be applicable to such Participant and in effect from time to time, or (iii) to the extent the Corporation has recoupment rights under Section 3(c)(iv) of this Agreement.

9. Governing Law. The Participant agrees that this Award shall be governed by and interpreted in accordance with the laws of the State of Georgia without regard to Georgia's choice of law rules. The Participant consents to the personal jurisdiction of the federal and/or state courts serving the State of Georgia and waives any defenses of forum non conveniens. The Participant agrees that any and all initial judicial actions related to this Award shall only be brought in the United States District Court for the Northern District of Georgia, Atlanta Division, or the Georgia State-wide Business Court, regardless of the place of Participant's residence or work location at the time of such action.

IN WITNESS WHEREOF, the Corporation has caused this Agreement to be executed by its duly authorized officer, and the Participant has executed this Agreement by his or her electronic acceptance hereof, in acceptance of the above-mentioned Award, subject to the terms of the Plan and of this Agreement, all as of the day and year first above written.

By:
NORFOLK SOUTHERN CORPORATION

Continued on next page

2025 Non-Compete Agreement
Associated With Award Agreement Under
The Norfolk Southern Corporation Long-Term Incentive Plan

THIS AGREEMENT (the "Agreement") is executed by and between /$ParticipantName$/ ("Employee") and Norfolk Southern Corporation ("NS" or "Corporation"). Employee has received this Agreement in conjunction with an award agreement under the Norfolk Southern Corporation Long-Term Incentive Plan ("LTIP" or "Plan"). The term NS or Corporation includes NS' subsidiaries and affiliated companies including, but not limited to, Norfolk Southern Railway Company and its rail subsidiaries.

WHEREAS, Employee is a participant in the LTIP and is eligible to receive an award under such Plan, subject to certain terms and conditions of that Plan; and

WHEREAS, execution of this Agreement is a condition precedent to Employee's receipt of an award under the LTIP; and

WHEREAS, Employee acknowledges that he or she has been afforded at least 14 days to review the Agreement, and that he or she has been advised to consult with an attorney before signing this Agreement; and

WHEREAS, Employee is willing to enter into this Agreement and deliver same to NS to satisfy that condition in order to receive an award under the LTIP.

NOW THEREFORE the parties hereto do hereby covenant and agree as follows:

1. NS agrees that, upon Employee executing this Agreement, Employee will be provided an award under the LTIP on the terms and conditions set forth in an Award Agreement and will continue to receive confidential NS business and operational information as required by the duties of his or her position.

2. Employee agrees that the LTIP award is consideration for entering into this Agreement and that in consideration of the award Employee will abide by the covenants and obligations contained in this Agreement.

3. Employee agrees that (i) during the term of his or her employment, and (ii) for a period of one (1) year thereafter (irrespective of the reason for such separation, whether voluntary or involuntary) (the "Restricted Period"), Employee will not, within the Territory, on his or her own behalf or in the service of or on behalf of others, work for or provide services to any Competitor of the Corporation wherein Employee would be performing or providing the same or similar services that Employee provided or performed on behalf of the Corporation. The term "Competitor" means any North American Class I rail carrier (including, without limitation, a holding or other company that controls or operates, or is controlled by or under common control with, any North American Class I rail carrier). The term "Territory" means every state in which NS provided rail services during the last two years of Employee's employment with NS.

4. Unless done on behalf of NS, during the Restricted Period, Employee shall not solicit, recruit, entice, or persuade any current employee of the Corporation located within the Territory, and with whom Employee had contact, to leave the employment of the Corporation in order to work for or provide services for any company other than the Corporation.

5. Unless done on behalf of NS, during the Restricted Period, Employee shall not solicit, contact, attempt to divert, or appropriate any customer or account of the Corporation with which Employee had Material Contact, for the purpose of "providing the same or similar services as provided by the

Corporation" to that customer or account. The phrase "providing the same or similar services as provided by the Corporation" means being in the same or closely related line of business as the Corporation for or on behalf of a competitor of the Corporation. "Material Contact" means contact between Employee and a customer or account: (1) with whom or which Employee dealt on behalf of the Corporation; (2) whose dealings with the Corporation were coordinated or supervised by Employee; (3) about whom Employee obtained "confidential or proprietary information" in the ordinary course of business as a result of Employee's association with the Corporation; or (4) who receives products or services authorized by the Corporation, the sale or provision of which results or resulted in compensation, commissions, or earnings for the Corporation within two (2) years prior to the date of Employee's termination.

6. Unless done on behalf of NS, during the Restricted Period, and within the Territory, Employee shall not provide services to any customer or account of the Corporation with which Employee had Material Contact, for the purpose of "providing the same or similar services as provided by the Corporation" to that customer or account.

Nothing contained in the above paragraphs will operate or be construed to restrict a lawyer in the practice of law in contravention of Rule 5.6 of the Georgia Rules of Professional Conduct or a similar professional conduct rule applicable to a lawyer who is an active member of any other state bar.

7. Employee covenants and agrees that any confidential or proprietary information acquired by him or her during his or her employment with the Corporation (including information of or concerning a customer of the Corporation) is the exclusive property of the Corporation, and Employee acknowledges that he or she has no ownership interest or right of any kind to said property. Except as otherwise required by law, Employee agrees that during his or her employment with the Corporation and after the termination of that employment, and irrespective of the reason for such separation, whether voluntary or involuntary, he or she will not, either directly or indirectly, use, access, disclose, or divulge to any unauthorized party, for his or her own benefit or to the detriment of the Corporation, any confidential or proprietary information of the Corporation which he or she may have acquired or been provided during his or her employment with the Corporation, whether or not developed or compiled by the Employee, and whether or not Employee was authorized to have access to such information. Nothing herein shall affect Employee's obligations as set forth in the award agreement between Employee and the Corporation.

For the purposes of the above, the term "confidential or proprietary information" includes, without limitation, the identity of or other facts relating to the Corporation, its customers and accounts, its marketing strategies, financial data, trade secrets, other intellectual property, or any other information acquired by the Employee as a result of his or her employment with the Corporation such that if such information were disclosed, such disclosure could act to the prejudice of the Corporation. The term "confidential or proprietary information" does not include information that has become generally available to the public by the act of one who has the right to disclose such information without violating any right of the Corporation. The term "unauthorized party" means any firm, entity (including governmental entities), or person (whether outsiders or employees of the Corporation), who is not specifically authorized by the Corporation to receive such confidential or proprietary information. Employee acknowledges and agrees that the Corporation shall have the sole discretion to determine what information constitutes "confidential or proprietary information."

Employee agrees that if he or she believes that he or she is required by law or otherwise to reveal any confidential or proprietary information of the Corporation, he or she or his or her attorney, except as otherwise prohibited by law, will promptly contact NS's Law Department prior to disclosing such information in order that the Corporation can take appropriate steps to safeguard the disclosure of such confidential and proprietary information.

Nothing in this paragraph or Agreement should be construed, either expressly or by implication, as limiting the maximum protections which may be available to the Corporation under appropriate state and federal common law or statute concerning the obligations and duties of the Employee to protect the Corporation's property and/or confidential and proprietary information, including, but not limited to, under the federal Uniform Trade Secrets Act, the Defend Trade Secrets Act, the Virginia Uniform Trade Secrets Acts, or the Georgia Trade Secrets Act. Employee also acknowledges his or her duty to refrain from any action which would harm or have the potential to harm the Corporation, or the Corporation's customers, including, but not limited to, breaching the fiduciary duties Employee owes the Corporation, both during the Employee's employment and after the termination of that employment.

Employee understands that nothing in this Agreement (1) prohibits or impedes Employee from reporting possible violations of federal law or regulation to any governmental agency or entity (including but not limited to the Department of Justice, the Securities and Exchange Commission (SEC), the Congress, and any agency Inspector General), from making other disclosures that are protected under the whistleblower provisions of federal law or regulation, or from receiving a monetary award from the SEC related to participation in an SEC investigation or proceeding, or (2) requires Employee to obtain prior authorization of the Corporation to make any such reports or disclosures or to notify the Corporation of such reports or disclosures.

Pursuant to 18 USC § 1833(b), an individual may not be held criminally or civilly liable under any federal or state trade secret law for disclosure of a trade secret: (i) made in confidence to a government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; and/or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Additionally, an individual suing an employer for retaliation based on the reporting of a suspected violation of law may disclose a trade secret to his or her attorney and use the trade secret information in the court proceeding, so long as any document containing the trade secret is filed under seal and the individual does not disclose the trade secret except pursuant to court order.

8. If Employee breaches any portion of this Agreement, Employee agrees that: (a) the Corporation would suffer irreparable harm; (b) it would be difficult to determine damages, and money damages alone would be an inadequate remedy for the injuries suffered by the Corporation; and (c) if the Corporation seeks injunctive relief to enforce this Agreement, Employee shall waive and shall not (i) assert any defense that the Corporation has an adequate remedy at law with respect to the breach, (ii) require that the Corporation submit proof of the economic value of any confidential or proprietary information, or (iii) require the Corporation to post a bond or any other security. Accordingly, in the event of a breach or a threatened breach by Employee of this Agreement, the Corporation shall be entitled to an injunction in a court of law restraining Employee from such breach or threatened breach, as well as recovery of its costs and reasonable attorneys' fees. Nothing herein shall be construed as prohibiting the Corporation from pursuing any other remedies available to it for such breach or threatened breach including the recovery of damages from Employee.

9. The parties agree that this Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia without regard to Georgia's choice of law rules. Employee consents to the personal jurisdiction of the federal and/or state courts serving the State of Georgia and waives any defenses of forum non conveniens. The parties agree that any and all judicial actions instituted under this Agreement or relating to its enforceability shall only be brought in the United States District Court for the Northern District of Georgia, Atlanta Division, the Georgia State-wide Business Court or Fulton County Superior Court, regardless of the place of Employee's residence or work location at the time of such action.

10. Each provision and sub-provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision or sub-provision of this Agreement shall be adjudged to be invalid under applicable law, the remainder of the Agreement is severable and shall

continue in full force and effect. Should a court of competent jurisdiction declare any of the provisions of this Agreement invalid or unenforceable, the parties acknowledge and agree that the court may revise or reconstruct such invalid or unenforceable provisions to better effectuate the parties' intent to reasonably restrict the activity of the Employee to the greatest extent afforded by law and needed to protect the business interests of the Corporation.

11. Employee understands and agrees that nothing in this Agreement creates a contract of employment for any specific duration. The obligations contained in this Agreement shall survive the termination of the Employee's employment with the Corporation, however caused, and irrespective of the existence of any claim or cause of action by the Employee against the Corporation.

12. This Agreement is effective as of the date of the Employee's electronic acceptance of both this Agreement and the corresponding Award Agreement(s) under LTIP. The terms of this Agreement (and all associated remedial provisions of this Agreement) shall continue until cancelled by a subsequent written agreement between the parties.

Norfolk Southern Corporation Long-Term Incentive Plan
Award Agreement

Performance Share Units

This AGREEMENT dated as of /$GrantDate$/ (Award Date), between NORFOLK SOUTHERN CORPORATION (Corporation), a Virginia corporation, and /$ParticipantName$/ (Participant), Employee ID No. /$UserText1$/.

1. Award Contingent Upon Execution of this Agreement and of Non-Compete. This Award is contingent upon the Participant's execution of this Agreement and the associated non-compete agreement (Non-Compete Agreement), which is a condition precedent to this Award. This Award shall be void, and the Participant shall not be entitled to any rights hereunder, unless the Participant executes this Agreement and the Non-Compete agreement on or before /$AcceptByDate$/, and thereafter fully complies with their terms.

2. Terms of Plan Govern. The Award made hereunder is made pursuant to the Norfolk Southern Corporation Long-Term Incentive Plan (Plan), all the terms and conditions of which are deemed to be incorporated in this Agreement and which forms a part of this Agreement. The Participant agrees to be bound by all the terms and conditions of the Plan and this Agreement, and by all determinations of the Committee thereunder. Capitalized terms used in this Agreement but not defined herein shall have the same meanings as in the Plan.

3. Award of Performance Share Units. The Corporation hereby confirms an Award to the Participant on Award Date of /$AwardsGranted$/ Performance Share Units (PSUs). The award of PSUs shall entitle the Participant to receive shares of Common Stock of the Corporation upon the Corporation's achievement over a Performance Cycle of performance goals established by the Committee at the time of grant for the selected Performance Criteria, subject to the restrictions and other terms and conditions set forth in the Plan and this Agreement. The determination of whether the performance goals were achieved shall be a multi-step calculation, as follows, provided that the number of shares earned based on 3(a) and 3(b) may not exceed 200% of the number of PSUs stated above:

(a) The first Performance Criterion will be the average of the Corporation's annual after-tax returns on average invested capital for the three-year Performance Cycle.

(b) The number of PSUs earned under (a) will be weighted as 60% of the award.

(c) The second Performance Criterion will be the Corporation's total shareholder return (TSR) relative to the peer group represented by the S&P Supercomposite Transportation Industry Index.

(d) The number of PSUs earned under (c) will be weighted as 40% of the award and will be determined by a relative total shareholder return based on the percentile ranking of the three-year total return to the Corporation's stockholders as compared to the relative total shareholder return (TSR) of the publicly traded stocks comprising the S&P Supercomposite Transportation Industry Index excluding the Corporation, determined as of the first trading day of 2025.

For this purpose, three-year total return shall be measured using the average closing price per share of stock or equivalent on the New York Stock Exchange (or if unavailable, on another U.S. stock exchange) as determined during the 20 days on which stock is traded ending on and including December 31, 2024 and December 31, 2027, or, if a stock is not traded on December 31, 2027, on the most recent trading day immediately preceding such date.

A company will be excluded from the ranking under (c) and/or (d) if it ceases to be publicly traded at any time during the three-year period as a result of the company's being acquired by another company or going private, but included and ranked at the bottom of the group if the company ceases to be publicly traded as a result of becoming subject to a bankruptcy, reorganization, or liquidation proceeding.

4. Forfeiture of Performance Share Units.

(a) If the Participant's employment is terminated for any reason other than Cause, Retirement, Disability, or death before the expiration of the Performance Cycle, then all PSUs awarded hereunder shall be forfeited immediately and all the Participant's rights to such shares shall terminate immediately without further obligation on the part of the Corporation or any Subsidiary Company.

(b) If the Participant's employment is terminated by reason of the Participant's Retirement before December 31, 2025 and not for Cause, then a portion of the PSUs will be forfeited immediately, with the portion forfeited determined by dividing the number of Performance Share Units granted under Section 3 by 12, multiplying the result by the number of full months in which the Participant was not employed by the Corporation during 2025, and then rounding to the nearest whole number.

(c) If the Participant's employment is terminated for Cause, regardless if such Participant is eligible for Retirement, any PSUs for which the Performance Cycle has not expired and any PSUs for which the Performance Cycle has expired, but the PSUs have not yet been settled, shall be forfeited immediately without further obligation on the part of the Corporation or any Subsidiary Company, and all rights of the Participant with respect to such PSUs shall terminate.

(d) If the Participant is granted a leave of absence before the end of the Performance Cycle, the Participant shall not forfeit rights with respect to any Performance Shares that were being earned during the Performance Cycle, unless the Participant's employment with the Corporation or a Subsidiary Company terminates at any time during or at the end of the leave of absence and before the end of the Performance Cycle, at which time the Participant shall forfeit all rights with respect to any Performance Shares that were being earned during the Performance Cycle.

(e) Notwithstanding any provision of this Agreement to the contrary, if: (i) the Participant's employment is terminated by reason of: (A) the Participant's Retirement or (B) the Participant's Disability, and (ii) the Committee later determines that: (A) grounds existed at the time of such termination that would have allowed the Corporation to terminate the Participant's employment for Cause; or (B) the Participant Engaged in Competing Employment within a period of two years following the Participant's termination of employment and before the end of the Performance Cycle, the Corporation shall have all rights under law and equity to recoup and recover from Participant any Performance Shares previously settled under this Agreement and the Participant shall immediately forfeit all rights with respect to any Performance Shares that were being earned during the Performance Cycle without further obligation on the part of the Corporation or any Subsidiary Company. Such right to recoup and recover any Performance Shares previously settled is in addition to any such rights provided under the Corporation's mandatory or supplemental clawback and recovery policies as may be applicable to such Participant and in effect from time to time.

A Participant "Engaged in Competing Employment" if the Participant, in any state in which the Corporation provided rail services during Participant's employment with the Corporation, works for or provides the same or similar services Participant provided on behalf of the Corporation for any Competitor. For this purpose, a "Competitor" is any entity in the same line of business as the Corporation in North American markets in which the Corporation competes, including, but not limited to, any North American Class I rail carrier, any other rail carrier competing with the Corporation (including without limitation a holding or other company that controls or operates or is otherwise affiliated with any rail carrier competing with the Corporation), and any other provider of transportation services competing with Corporation, including motor and water carriers.

(f) Participant understands that nothing in this Agreement (1) prohibits or impedes Participant from reporting possible violations of federal law or regulation to any governmental agency or entity (including but not limited to the Department of Justice, the Securities and Exchange Commission (SEC), the Congress, and any agency Inspector General), from making other disclosures that are protected under the whistleblower provisions of federal law or regulation, or from receiving a monetary award from the SEC related to participation in an SEC investigation or proceeding, or (2) requires Participant to obtain prior authorization of the Corporation to make any such reports or disclosures or to notify the Corporation of such reports or disclosures.

(g) For the purposes of this Agreement, "Cause" means, with respect to a Participant, the occurrence of any of the following events, as determined by the Committee in its discretion: (i) the Participant's conviction of, or plea of nolo contendere to, any felony; (ii) the Participant's commission of, or participation in, intentional acts of fraud or dishonesty; (iii) the Participant's material violation of any term of the Participant's employment agreement with the Corporation or any other contract or agreement between the Participant and the Corporation, if any, or any statutory duty the Participant owes to the Corporation; (iv) the Participant's gross negligence in the performance of his or her duties; (v) the Participant's refusal to follow the lawful directions of: (A) the Board; (B) the Corporation's Chief Executive Officer; or (C) the Participant's direct manager; or (vi) the Participant's material violation of the Corporation's written policies.

5. Distribution of Performance Share Units.

Any PSUs earned at the end of the three-year Performance Cycle shall be distributed in whole shares of Common Stock of the Corporation, subject to tax withholding as provided in Section 7 of this Agreement, and unless otherwise determined by the Corporation any fractional share shall be added to the federal tax withholding amount. At all times until the shares of Common Stock of the Corporation, if any, are actually issued in accordance with this Section 5, the Award remains an unfunded, unsecured promise to deliver shares in the future.

Except as provided in Section 4, if a Participant's employment is terminated before the end of the Performance Cycle by reason of the Participant's Retirement after December 31, 2025, or by reason of the Participant's Disability or death, the Participant's rights with respect to any Performance Shares being earned during the Performance Cycle shall continue as if the Participant's employment had continued through the end of the Performance Cycle.

No dividend equivalent payments shall be made with respect to the award of PSUs hereunder.

6. Savings Clause for Rules of Professional Responsibility. Nothing contained in this Agreement will operate or be construed to restrict a lawyer in the practice of law in contravention of Rule 5.6 of the Georgia Rules of Professional Conduct or a similar professional conduct rule applicable to a lawyer who is an active member of any other state bar.

7. Tax Withholding. The minimum necessary tax withholding obligation with respect to an award of PSUs will be satisfied with shares of Common Stock of the Corporation based on the Fair Market Value of the Corporation's Common Stock on the first day on which such stock is traded after a full trading day has elapsed following the release of the Corporation's annual financial information for the last year of the Performance Cycle, regardless of when any such Common Stock is actually delivered to the Participant's account. Unless otherwise determined by the Corporation, the value of any fractional share amount created as a result of withholding will be added to the federal tax withholding amount.

8. Nontransferability. This Agreement and the PSUs granted to the Participant shall not be subject to any assignment, pledge, levy, garnishment, attachment, or other attempt to assign or alienate such shares prior to their delivery to Participant (or Participant's Beneficiary), including, without limitation, under any domestic relations order, and any such attempted assignment or alienation shall be null, void, and of no effect.

9. Recoupment.

(a) The Participant acknowledges that the Corporation shall recover from any Participant all or any portion of any PSUs awarded: (i) to the extent required by Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or other applicable law, (ii) as provided under the Corporation's mandatory or supplemental clawback and recovery policies as may be applicable to such Participant and in effect from time to time, or (iii) to the extent the Corporation has recoupment rights under Section 4(e) of this Agreement.

(b) Any Participant who at any time is a Board-elected officer at the level of Vice President or above agrees that he or she will, upon the demand of the Board of Directors, reimburse all or any portion of PSUs awarded if (i) financial results are restated due to the material noncompliance of the Corporation with any financial reporting requirement under the securities laws, (ii) a lower PSU distribution would have been made to the officer based upon the restated financial results, and (iii) the PSUs were distributed within the three-year period prior to the date the applicable restatement was disclosed. The Participant acknowledges and agrees that the Board of Directors or the Corporation may, without waiving any other legal remedy allowed by law, deduct the full amount of such repayment obligation from any amounts the Corporation then owes, or will in the future owe, to the Participant. Nothing in this Agreement shall waive the Committee's, Board of Directors', or Corporation's rights to take any such other action as the Committee, Board of Directors, or the Corporation may deem appropriate in view of all the facts surrounding the particular financial restatement.

10. Governing Law. The Participant agrees that this Award shall be governed by and interpreted in accordance with the laws of the State of Georgia without regard to Georgia's choice of law rules. The Participant consents to the personal jurisdiction of the federal and/or state courts serving the State of Georgia and waives any defenses of forum non conveniens. The Participant agrees that any and all initial judicial actions related to this Award shall only be brought in the United States District Court for the Northern District of Georgia, Atlanta Division, or the Georgia State-wide Business Court regardless of the place of Participant's residence or work location at the time of such action.

IN WITNESS WHEREOF, the Corporation has caused this Agreement to be executed by its duly authorized officer, and the Participant has executed this Agreement by his or her electronic acceptance hereof, in acceptance of the above-mentioned Award, subject to the terms of the Plan and of this Agreement, all as of the day and year first above written.

By:
NORFOLK SOUTHERN CORPORATION

Continued on next page

2025 Non-Compete Agreement
Associated With Award Agreement Under
The Norfolk Southern Corporation Long-Term Incentive Plan

THIS AGREEMENT (the "Agreement") is executed by and between /$ParticipantName$/ ("Employee") and Norfolk Southern Corporation ("NS" or "Corporation"). Employee has received this Agreement in conjunction with an award agreement under the Norfolk Southern Corporation Long-Term Incentive Plan ("LTIP" or "Plan"). The term NS or Corporation includes NS' subsidiaries and affiliated companies including, but not limited to, Norfolk Southern Railway Company and its rail subsidiaries.

WHEREAS, Employee is a participant in the LTIP and is eligible to receive an award under such Plan, subject to certain terms and conditions of that Plan; and

WHEREAS, execution of this Agreement is a condition precedent to Employee's receipt of an award under the LTIP; and

WHEREAS, Employee acknowledges that he or she has been afforded at least 14 days to review the Agreement, and that he or she has been advised to consult with an attorney before signing this Agreement; and

WHEREAS, Employee is willing to enter into this Agreement and deliver same to NS to satisfy that condition in order to receive an award under the LTIP.

NOW THEREFORE the parties hereto do hereby covenant and agree as follows:

1. NS agrees that, upon Employee executing this Agreement, Employee will be provided an award under the LTIP on the terms and conditions set forth in an Award Agreement and will continue to receive confidential NS business and operational information as required by the duties of his or her position.

2. Employee agrees that the LTIP award is consideration for entering into this Agreement and that in consideration of the award Employee will abide by the covenants and obligations contained in this Agreement.

3. Employee agrees that (i) during the term of his or her employment, and (ii) for a period of one (1) year thereafter (irrespective of the reason for such separation, whether voluntary or involuntary) (the "Restricted Period"), Employee will not, within the Territory, on his or her own behalf or in the service of or on behalf of others, work for or provide services to any Competitor of the Corporation wherein Employee would be performing or providing the same or similar services that Employee provided or performed on behalf of the Corporation. The term "Competitor" means any North American Class I rail carrier (including, without limitation, a holding or other company that controls or operates, or is controlled by or under common control with, any North American Class I rail carrier). The term "Territory" means every state in which NS provided rail services during the last two years of Employee's employment with NS.

4. Unless done on behalf of NS, during the Restricted Period, Employee shall not solicit, recruit, entice, or persuade any current employee of the Corporation located within the Territory, and with whom Employee had contact, to leave the employment of the Corporation in order to work for or provide services for any company other than the Corporation.

5. Unless done on behalf of NS, during the Restricted Period, Employee shall not solicit, contact, attempt to, divert, or appropriate any customer or account of the Corporation with which Employee had Material Contact, for the purpose of "providing the same or similar services as provided by the Corporation" to that customer or account. The phrase "providing the same or similar services as provided by the Corporation" means being in the same or closely related line of business as the Corporation for or on behalf of a competitor of the Corporation. "Material Contact" means contact between Employee and a customer or account: (1) with whom or which Employee dealt on behalf of the

Corporation; (2) whose dealings with the Corporation were coordinated or supervised by Employee; (3) about whom Employee obtained "confidential or proprietary information" in the ordinary course of business as a result of Employee's association with the Corporation; or (4) who receives products or services authorized by the Corporation, the sale or provision of which results or resulted in compensation, commissions, or earnings for the Corporation within two (2) years prior to the date of Employee's termination.

6. Unless done on behalf of NS, during the Restricted Period, and within the Territory, Employee shall not provide services to any customer or account of the Corporation with which Employee had Material Contact, for the purpose of "providing the same or similar services as provided by the Corporation" to that customer or account.

Nothing contained in the above paragraphs will operate or be construed to restrict a lawyer in the practice of law in contravention of Rule 5.6 of the Georgia Rules of Professional Conduct or a similar professional conduct rule applicable to a lawyer who is an active member of any other state bar.

7. Employee covenants and agrees that any confidential or proprietary information acquired by him or her during his or her employment with the Corporation (including information of or concerning a customer of the Corporation) is the exclusive property of the Corporation, and Employee acknowledges that he or she has no ownership interest or right of any kind to said property. Except as otherwise required by law, Employee agrees that during his or her employment with the Corporation and after the termination of that employment, and irrespective of the reason for such separation, whether voluntary or involuntary, he or she will not, either directly or indirectly, use, access, disclose, or divulge to any unauthorized party, for his or her own benefit or to the detriment of the Corporation, any confidential or proprietary information of the Corporation which he or she may have acquired or been provided during his or her employment with the Corporation, whether or not developed or compiled by the Employee, and whether or not Employee was authorized to have access to such information. Nothing herein shall affect Employee's obligations as set forth in the award agreement between Employee and the Corporation.

For the purposes of the above, the term "confidential or proprietary information" includes, without limitation, the identity of or other facts relating to the Corporation, its customers and accounts, its marketing strategies, financial data, trade secrets, other intellectual property, or any other information acquired by the Employee as a result of his or her employment with the Corporation such that if such information were disclosed, such disclosure could act to the prejudice of the Corporation. The term "confidential or proprietary information" does not include information that has become generally available to the public by the act of one who has the right to disclose such information without violating any right of the Corporation. The term "unauthorized party" means any firm, entity (including governmental entities), or person (whether outsiders or employees of the Corporation), who is not specifically authorized by the Corporation to receive such confidential or proprietary information. Employee acknowledges and agrees that the Corporation shall have the sole discretion to determine what information constitutes "confidential or proprietary information."

Employee agrees that if he or she believes that he or she is required by law or otherwise to reveal any confidential or proprietary information of the Corporation, he or she or his or her attorney, except as otherwise prohibited by law, will promptly contact NS's Law Department prior to disclosing such information in order that the Corporation can take appropriate steps to safeguard the disclosure of such confidential and proprietary information.

Nothing in this paragraph or Agreement should be construed, either expressly or by implication, as limiting the maximum protections which may be available to the Corporation under appropriate state and federal common law or statute concerning the obligations and duties of the Employee to protect the Corporation's property and/or confidential and proprietary information, including, but not limited to, under the federal Uniform Trade Secrets Act, the Defend Trade Secrets Act, the Virginia Uniform Trade Secrets Acts, or the Georgia Trade Secrets Act. Employee also acknowledges his or her duty to refrain from any action which would harm or have the potential to harm the Corporation, or the Corporation's

customers, including, but not limited to, breaching the fiduciary duties Employee owes the Corporation, both during the Employee's employment and after the termination of that employment.

Employee understands that nothing in this Agreement (1) prohibits or impedes Employee from reporting possible violations of federal law or regulation to any governmental agency or entity (including but not limited to the Department of Justice, the Securities and Exchange Commission (SEC), the Congress, and any agency Inspector General), from making other disclosures that are protected under the whistleblower provisions of federal law or regulation, or from receiving a monetary award from the SEC related to participation in an SEC investigation or proceeding, or (2) requires Employee to obtain prior authorization of the Corporation to make any such reports or disclosures or to notify the Corporation of such reports or disclosures.

Pursuant to 18 USC § 1833(b), an individual may not be held criminally or civilly liable under any federal or state trade secret law for disclosure of a trade secret: (i) made in confidence to a government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; and/or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Additionally, an individual suing an employer for retaliation based on the reporting of a suspected violation of law may disclose a trade secret to his or her attorney and use the trade secret information in the court proceeding, so long as any document containing the trade secret is filed under seal and the individual does not disclose the trade secret except pursuant to court order.

8. If Employee breaches any portion of this Agreement, Employee agrees that: (a) the Corporation would suffer irreparable harm; (b) it would be difficult to determine damages, and money damages alone would be an inadequate remedy for the injuries suffered by the Corporation; and (c) if the Corporation seeks injunctive relief to enforce this Agreement, Employee shall waive and shall not (i) assert any defense that the Corporation has an adequate remedy at law with respect to the breach, (ii) require that the Corporation submit proof of the economic value of any confidential or proprietary information, or (iii) require the Corporation to post a bond or any other security. Accordingly, in the event of a breach or a threatened breach by Employee of this Agreement, the Corporation shall be entitled to an injunction in a court of law restraining Employee from such breach or threatened breach, as well as recovery of its costs and reasonable attorneys' fees. Nothing herein shall be construed as prohibiting the Corporation from pursuing any other remedies available to it for such breach or threatened breach including the recovery of damages from Employee.

9. The parties agree that this Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia without regard to Georgia's choice of law rules. Employee consents to the personal jurisdiction of the federal and/or state courts serving the State of Georgia and waives any defenses of forum non conveniens. The parties agree that any and all judicial actions instituted under this Agreement or relating to its enforceability shall only be brought in the United States District Court for the Northern District of Georgia, Atlanta Division, the Georgia State-wide Business Court or Fulton County Superior Court, regardless of the place of Employee's residence or work location at the time of such action.

10. Each provision and sub-provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision or sub-provision of this Agreement shall be adjudged to be invalid under applicable law, the remainder of the Agreement is severable and shall continue in full force and effect. Should a court of competent jurisdiction declare any of the provisions of this Agreement invalid or unenforceable, the parties acknowledge and agree that the court may revise or reconstruct such invalid or unenforceable provisions to better effectuate the parties' intent to reasonably restrict the activity of the Employee to the greatest extent afforded by law and needed to protect the business interests of the Corporation.

11. Employee understands and agrees that nothing in this Agreement creates a contract of employment for any specific duration. The obligations contained in this Agreement shall survive the termination of the Employee's employment with the Corporation, however caused, and irrespective of the existence of any claim or cause of action by the Employee against the Corporation.

12. This Agreement is effective as of the date of the Employee's electronic acceptance of both this Agreement and the corresponding Award Agreement(s) under LTIP. The terms of this Agreement (and all associated remedial provisions of this Agreement) shall continue until cancelled by a subsequent written agreement between the parties.

EFFECTIVE: March 16, 2022

Guidance Document ID: 212.3.01

Guidance Document Name: Insider Trading Guidelines

What is Insider Trading?

- Insider trading occurs when a person who has a fiduciary duty to, or other relationship of trust and confidence with, a company - commonly referred to as "an insider" - trades in that company's securities (e.g.. stock, stock options) when aware of material nonpublic information about that company.
- Insider trading is against NS policy and illegal, and a person who is convicted of insider trading may be imprisoned and fined.

To whom does this rule apply?

- This rule applies to insiders, including employees. It may also apply to those who learn of material nonpublic information from an insider, including family members.
- You need not be an officer of Norfolk Southern to be found guilty of insider trading. How do I avoid Insider Trading?
- If you are aware of material nonpublic information about Norfolk Southern, do not buy or sell Norfolk Southern securities. It is not necessary that the trades be in any way motivated or influenced by such information to be found liable for insider trading.
- Information is material if there is a substantial likelihood that a reasonable investor would consider the information when deciding to buy, sell, or hold the company's stock.
- Information is nonpublic until the company has officially announced the information and the public has had sufficient time to evaluate it (usually 24 hours after it has appeared in a generally circulated publication). Information that appears in the media but has not been confirmed by the company is not "public" for purposes of the insider trading laws.
- To protect yourself and Norfolk Southern, do all you can to keep Norfolk Southern's business information confidential and do not discuss or disseminate it, either outside Norfolk Southern or to your fellow employee, except as needed for Norfolk Southern's business.

How can I learn more?

- Below, under the heading "Insider Trading Memos", is a list of three categories of employees. If one of these memos applies to you, read it now, and revisit it anytime you have a question or concern about trading in NS securities.
- If you have any questions or concerns, please contact the Law Department at nslaw@nscorp.com and ask to speak with one of the attorneys in the Corporate Section.

Insider Trading Memos:

- Officers
  - This memorandum advises officers at the VP level who are not designated as "Section 16 Executive Officers".
- Employees with Access to Confidential Financial Information
  - This memorandum advises employees whose job positions may give them access to nonpublic, confidential financial information, including:
    - announcements or earnings or losses;
    - revenue or expense projections;
    - revenues or projected revenues derived from a specific customer; or

        - revenues or projected revenues derived from a specific commodity group.
- Employees with Access to Confidential Information
    - This memorandum advises employees who job positions may give them access to nonpublic, confidential information unrelated to quarterly annual earnings, including information concerning:
        - the launch or anticipated launch of a new product, business, or initiative;
        - current or expected operating ratio/performance;
        - a pending or prospective merger, acquisition, tender offer, or other transaction;
        - the sale or anticipated sale of assets, including the sale of the Corporation's interest in a subsidiary;
        - the existence of threatened litigation or the outcome or the expected outcome of pending or threatened litigation;
        - the occurrence or impact of unusual or unexpected events, such as major accidents or other catastrophes;
        - the gain or loss expected gain or loss of a customer or supplier;
        - the breach of the Corporation's property or assets, including its information technology infrastructure;
        - a change in the quarterly dividend; or
        - changes or anticipated changes in senior management.

INSIDER TRADING POLICY FOR EXECUTIVE OFFICERS

I. Overview

You are an officer of Norfolk Southern Corporation ("NS," or the "Corporation") who has been designated an "executive officer" for purposes of Section 16 of the Securities Exchange Act of 1934 ("1934 Act"), which is interpreted and enforced by the Securities and Exchange Commission ("SEC"). The securities laws discussed in this Memorandum concern your ownership, acquisition, disposition, transfer and donation of Norfolk Southern Corporation Common Stock ("NS Common Stock") and related "derivative securities" (such stock and any derivative security, collectively, an "NS Security" or "NS Securities").

You must consult the Corporate Secretary's Office prior to engaging in any transaction involving an NS Security. The securities laws and the regulations interpreting them are complex. The specific fact situations to which they might be applied are varied, and the SEC's position on some matters still is evolving. The Corporate Secretary's Office will consult with the Law Department to ensure your transactions are executed in compliance with the law.

The financial advisors in the Corporate Advisory Services team at Merrill Lynch - the group within Merrill Lynch that has been designated to serve your specific needs as an executive officer - can assist you in coordinating transactions with the Corporate Secretary's Office.

Also, you should instruct the Corporate Advisory Services team at Merrill Lynch or any other broker handling your transactions in NS Securities:

1. Not to enter any order without:
(a) first verifying with the Corporation that your transaction was pre-cleared; and
(b) complying with the brokerage firm's compliance procedures for insiders (e.g., Rule 144).

2. To report immediately to the Corporation the details of every transaction involving NS Securities, including gifts, donations and transfers, via:
(a) telephone; and
(b) writing (via email or fax).

II. Insider Trading / Window Periods / Rule 10b5-1 Trading Plans

Section 10(b) of the 1934 Act prohibits the use of any "manipulative or deceptive device or contrivance" in connection with the purchase and sale of any security. As interpreted by the SEC in Rule 10b-5 and by the courts, this provision may give rise to personal civil and criminal liability whenever any person who (by virtue of his/her position or relationship to the issuer) is aware of material nonpublic information concerning an issuer, engages in a stock transaction under circumstances where the other party to the transaction does not have access to such material nonpublic information. This prohibition applies whenever such an insider trades while aware of material nonpublic information - it is not necessary that the trades be in any way motivated or influenced by such information. **Thus, anytime - even during a window period - when you are aware of material nonpublic information about NS, you may not buy or sell any NS Securities through any market purchase or sale.**

Insider trading liability may also ensue if you pass material nonpublic information (i.e., "tip") to a third party and the third party then trades in NS Securities. The third party need not be an insider and could be a family member, acquaintance, or a vendor that serves NS. In such a situation, both you and the "tipped" third party may face insider trading liability, even though you did not personally trade in NS Securities.

As defined by the SEC and the courts, information is "material" if there is a substantial likelihood that a reasonable investor would consider the information important when deciding to buy, sell, or hold a company's securities.

Examples of material information may include, without limitation:

- Announcements of earnings or losses;
- Revenue or expense projections;
- The launch or anticipated launch of a new product, business or initiative;
- Current or expected operating performance/ratio;
- A pending or prospective merger, acquisition, tender offer or other transaction;
- The sale or anticipated sale of assets, including the sale of the Corporation's interest in a subsidiary;
- The existence of threatened litigation or the outcome or expected outcome of pending or threatened litigation;
- The occurrence or impact of unusual or unexpected events, such as major accidents or other catastrophes;
- The loss, potential loss, or breach of, or unauthorized access to, the Corporation's property or assets, including its facilities and information technology infrastructure;
- The gain or loss or expected gain or loss of a customer or supplier;
- A change in the quarterly dividend; and
- Changes or anticipated changes in senior management.

Information is considered "nonpublic" until the Corporation has officially announced the information by disseminating it in a manner making it available to investors generally and the public has had sufficient time to evaluate it (usually at least 24 hours after it has appeared in a generally circulated publication). Information that appears in the media but has not been confirmed by the Corporation is not "public" for purposes of the insider trading laws.

The SEC is authorized to seek payment of a civil penalty equal to three times the profit gained or the loss avoided from a person trading on the basis of material nonpublic information. The maximum criminal financial penalties for a willful violation are quite high, and violators have been jailed.
Trading on the basis of material nonpublic information also may give rise to liability for fraud under state statutes or common law.

The insider trading laws are quite broad. As an officer of the Corporation, you are deemed to be an "insider" and the SEC may presume that you - or even your immediate family members and close associates - are aware of material nonpublic information about the Corporation.

It is therefore NS policy that corporate officers not engage in transactions involving NS Securities, including gifts or donations to educational or charitable institutions, except during a "window period," which follows the release of current corporate financial data, when you are not aware of material nonpublic information about NS. And, as an officer, you are responsible for ensuring that your family members who reside with you refrain from engaging in such transactions except during these periods when you are not aware of material nonpublic information.

The quarterly "window period" begins after a full trading day has elapsed following the release of earnings and ends at the close of business on the fourteenth calendar day of the third month of the quarter. The window period reflects an important assumption: that through at least the fourteenth calendar day of the third month of the quarter, not enough information is available to you for you to have a reliable idea of what actual earnings for the current quarter will be. **The window period is the time you are least likely to be aware of material nonpublic information - however, you may not engage in a transaction involving**

NS Securities even during a window period if you are aware of material nonpublic information about NS.

On the other hand, you may continue to engage in transactions *with the Corporation* outside a window period because these transactions do not involve a third party without access to material nonpublic information. Accordingly, you may use the Corporate Advisory Services team at Merrill Lynch to exercise an NS stock option outside a window period by surrendering shares of stock you already own or by cash payment to the Corporation to satisfy the price of the option exercise as long as you do not make a corresponding sale of the NS Stock acquired. Cashless exercises of options involve a transaction and may only be transacted during a window period when you are not aware of material nonpublic information about NS.

Rule 10b5-1 Trading Plans
Rule 10b5-1 recognizes certain "affirmative defenses" - types of transactions that do not involve the abuses at which the SEC's Rule 10b-5 is directed. The rule allows insiders to trade at times when they hold material nonpublic information if, at a time when the insider was not aware of any material nonpublic information, the insider:

1. Entered into a binding contract to purchase or sell the security;
2. Instructed another person to purchase or sell the security for the instructing person's account; or
3. Adopted a written plan for trading securities.

The rule prescribes what conditions must be met to establish one of the affirmative defenses.
In general, the contract or plan must leave the insider no discretion to determine the timing, price, or amount of a trade that is made while the insider is aware of material nonpublic information. In addition, any such plan must be entered into in "good faith" and the person who entered into the plan must act in good faith throughout the life of the plan. **All officers of the Corporation may enter into Rule 10b5-1 trading plans, provided that they comply with the Guidelines included at Appendix C.**

Officers may also continue to engage in transactions involving NS Securities pursuant to a Rule 10b5-1 trading plan for which the affirmative defense is available under Rule 10b5-1(c) because such plan was adopted prior to February 27, 2023, met the affirmative defense conditions in effect at the time of adoption and was not modified or changed on or after February 27, 2023.

The Corporate Advisory Services team at Merrill Lynch can assist you with establishing a Rule 10b5-1 trading plan with Merrill Lynch for the sales of shares you receive pursuant to your LTIP awards. It is important to note that Merrill Lynch's model Rule 10b5-1 plan contains a provision that would require you to broadly indemnify the brokerage firm, so you should obtain legal advice and review this provision with your attorney before signing the trading plan.

While Rule 10b5-1 may provide you more flexibility to time transactions in NS Securities to address your own financial needs, the affirmative defenses only apply to Rule 10b-5 liability. Please remember that a Rule 10b5-1 trading plan will not relieve you of the reporting requirements under Section 16(a), potential liability for short-swing profits under Section 16(b), or the reporting requirements of Rule 144.

You may elect to participate or change your level of participation in a DRIP or in the NS Stock Fund in TIP only during a window period when you are not aware of material nonpublic information. Once your election is made, the systematic purchases of NS Securities under a DRIP or participation interests in the NS Stock Fund in TIP are permitted because they qualify for the Rule 10b5-1 affirmative defense. However, any purchase made through an optional cash feature of a DRIP while you are aware of material nonpublic

information about the Corporation will subject you to potential insider trading liability. Similarly, your transfer of TIP funds to or from the NS Stock Fund (or your election to increase your future purchases of participation interests in the NS Stock Fund) while aware of material nonpublic information will subject you to potential liability. For this reason, as in the case of any market purchase of NS Securities, these transactions can only be completed during a window period when you are not aware of material nonpublic information about NS and after pre-clearance by the Corporate Secretary's Office.

Placing a "good 'til canceled" limit order - even if placed during a window period when you are not aware of material nonpublic information - does not qualify for a 10b5-1 affirmative defense. The burden will be on you to prove you were not aware of material nonpublic information about the Corporation at the time the limit order was placed.

The prohibitions imposed by the insider trading laws underscore the need to maintain the confidentiality of material information about the Corporation. The mismanagement of material nonpublic information can bring harsh consequences for the Corporation and its employees. Penalties for violation of these laws are severe, and the damage to the Corporation's reputation in the market could be lasting.
It is imperative that you do all you can to preserve and protect the Corporation's material nonpublic information. In particular, keep such information confidential and do not discuss or disseminate it, either outside the Corporation or to your fellow employees, except as needed for the Corporation's business.

Appendix A -- "Cashless Exercises" of Stock Options by Executive Officers

"CASHLESS EXERCISES" OF STOCK OPTIONS BY EXECUTIVE OFFICERS

1. An officer may only exercise a stock option in a cashless exercise or other exercise that involves a transaction during a "window period" when the officer is not aware of material nonpublic information. The window period begins after a full trading day has elapsed following the release of quarterly earnings and ends at the close of business on the fourteenth calendar day of the third month of the quarter. This window period occurs four times a year. The officer must also pre-clear the planned transaction with the Corporate Secretary's Office, even if the transaction occurs during a window period.

2. The officer (1) notifies the Corporate Secretary's Office of intent to exercise a stock option and (2) calls the Corporate Advisory Services team at Merrill Lynch to confirm his or her desire to exercise a stock option. If an officer has appointed a member of the Corporate Secretary's Office to act on his or her behalf by executing a Power of Attorney, the Corporate Secretary's Office will call the Corporate Advisory Services team at Merrill Lynch on the officer's behalf.

3. SEC Form 144 must be filed the day before or the day of the option exercise. This form notifies the SEC of an officer's intent to sell stock. The Corporate Secretary's Office's Office will file this form on the officer's behalf. As such, it is imperative that all officers pre-clear all option exercises with the Corporate Secretary's Office.

4. The financial advisor for the Corporate Advisory Services team at Merrill Lynch may sell up to the number of shares for which the option was exercised - and for any price the officer specifies as long as the sale price is more than the exercise cost. Interest continues to accrue on any funds advanced to the officer to pay the exercise cost, and the officer has full risk of fluctuations in the market price of the stock. Completion of the option exercise should take three business days.

5. For an exercise through the Corporate Advisory Services team at Merrill Lynch, funds covering the cost of the option (and all applicable taxes) will be wired to Norfolk Southern Corporation to an account designated by the Corporate Secretary's Office's Office. The effective date of the exercise is the date the exercise is executed by the Corporate Advisory Services team at Merrill Lynch.

6. After Merrill Lynch receives the shares that have been acquired through the option exercise, Merrill Lynch releases funds to the officer (gross sales price less any costs associated with the transaction, such as funds advanced, brokerage fees, and taxes).

Appendix B -- Rule 10b5-1 Plan Guidelines

Any Rule 10b5-1 trading plan entered into by an officer or director of Norfolk Southern Corporation ("NS" or the "Corporation") must comply with Exchange Act Rule 10b5-1(c), including as applicable the requirements applicable to an eligible sell-to-cover transaction, and the following Guidelines.

Merrill Lynch, one of our approved brokers for Rule 10b5-1 plans and the administrator of our Long-Term Incentive Plan, has a form of Rule 10b5-1 plan it requires. Before using the Merrill Lynch plan, or any other brokerage firm's form plan, you should obtain your own legal advice, as the Corporation's attorneys have not approved this plan or reviewed it for your individual situation. Merrill Lynch's plan has a provision that requires the individual to broadly indemnify the brokerage firm, and you should review this provision with your attorney before signing.

1. Before entering into a Rule 10b5-1 trading plan, the officer or director must provide a draft of the trading plan in writing to the Corporate Secretary's Office for pre-clearance. While the Corporation will not be a party to the trading plan and does not in any way sponsor or require the trading plans, this pre-clearance is required to protect the Corporation from potential control person liability for an officer's insider trading violations and adverse publicity. Each plan entered into by Section 16 Insiders must include a certification that as of the date of adoption of the plan, the individual is not aware of any material nonpublic information about the Corporation or its securities, and that the plan is being adopted in good faith and not as a part of a plan or scheme to evade the prohibitions of Rule 10b5-1.

2. An officer or director of NS can use a Rule 10b5-1 plan to effect purchases of NS stock or sales of NS stock already owned or to effect cashless exercises of stock options. NS officers are not permitted to use Rule 10b5-1 plans to effect 401(k) plan transactions. For directors and officers designated as executive officers for purposes of Section 16 (together, "Section 16 Insiders"), a plan may not provide for or result in both non-exempt purchases and non-exempt sales (opposite way transactions).

3. An officer or director of NS may enter into a Rule 10b5-1 trading plan during any window period, provided the officer or director is not aware of material nonpublic information about the Corporation or NS Securities at the time he or she enters into the plan. The officer or director should allow at least two weeks for the process of pre- clearing the trading plan.

4. Adoption or modification of any Rule 10b5-1 trading plan by individuals other than Section 16 Insiders requires observation of a 30-day waiting period after the plan or modification is signed and before the first transaction under the plan. For Section 16 Insiders, the waiting period must end on the later of (i) 90 days after the plan is adopted or modified or (ii) two business days following the disclosure of the Corporation's financial results on Form 10-Q or 10-K for the fiscal quarter in which the plan was adopted or modified (but not to exceed 120 days following plan adoption or modification).

5. Subject to compliance with the obligations and restrictions discussed in this Memorandum, including pre-clearance from the Corporate Secretary's Office, the use of a Rule 10b5-1 plan does not prevent trading outside the plan during a window period, including during any waiting period for transactions under a plan, as described above. However, an officer or director cannot initiate transactions outside the plan that are opposite-way or have the effect of hedging the officer's or director's trades inside the plan.

6. Any Rule 10b5-1 plan must ensure that the officer or director cannot exert influence over the broker's execution of the plan. It is recommended that the officer's or director's primary contact at the brokerage firm be someone other than the person that implements the plan. After the plan is entered into, the officer or director may not in any way influence or provide instructions to the party who executes the trades under the plan. As one example, if a plan involves cashless exercises of stock options, the officer or director should deliver a signed blank exercise notice to the broker at the time the plan is entered into (not when trades are triggered by the plan).

7. For Section 16 Insiders, any trading plan entered into by the director or officer cannot provide for scheduled trading more frequently than two trades per week. Because Rule 10b5-1 does not eliminate the need to file a Form 4 every time there is a trade under the plan (and a Form 144 at least once every three months), more frequent trading would impose an excessive administrative burden on the Corporation. The Corporate Secretary's Office will continue to assist in filing any required Forms 144.

8. Rule 10b5-1 trading plans can only be modified (i) during a window period and (ii) if the director or officer is not aware of material nonpublic information. Any modification of a trading plan must be pre-cleared by the Corporate Secretary's Office and individuals must observe the applicable waiting period described above, subject to certain limitations for administrative modifications that do not require a new waiting period. While a plan may be terminated at any time, successive terminations and adoption of new plans may suggest that an officer or director is not entering into the plans in good faith, causing the officer or director to lose the protection of Rule 10b5-1.

9. The Corporation will comply with all SEC disclosure obligations regarding Rule 10b5- 1 trading plans. The Corporation may also issue a press release to disclose when a Rule 10b5-1 trading plan is entered into by an officer or director, depending on the facts and circumstances, but will not disclose the price terms of such a plan.

10. Generally speaking, an individual entering into a Rule 10b5-1 trading plan may have only one plan in place at any time. An exception to this restriction applies for certain separate plans with different brokers that would be treated as a single "plan" such as when a person holds NS securities in multiple brokerage accounts. Additionally, an individual may enter into one later-commencing plan so that the waiting period of the later plan can begin to run while an existing plan is in place, provided that the individual does not early terminate the first plan, in which case a full waiting period from the time of such termination must occur. Lastly, individuals may have an additional plan providing only for eligible sell-to- cover transactions, where the plan provides for the sale of NS securities as are necessary to satisfy tax withholding obligations arising exclusively from the vesting of a compensatory stock award.

11. Rule 10b5-1 prohibits more than one plan in any 12-month period that is designed to effect a single transaction. Single transaction plans are generally discouraged.

12. To avoid the appearance that plans are not entered into in good faith, no NS officer or director may enter into a Rule 10b5-1 trading plan with a term of less than 6 months or the remaining life of an option to be exercised pursuant to the plan, whichever is shorter.

13. The Corporation has established a list of brokerage firms that may be used by Section 16 officers or directors wishing to enter into Rule 10b5-1 trading plans. These brokerage firms have established track records of communicating information to the Corporate Secretary's Office on a timely basis. The Corporation has not entered into any agreement or arrangement with any of these brokerage firms, and there is no assurance that each of the firms will be willing to enter into a Rule 10b5-1

trading plan with each officer or director. To better protect the interests of officers, directors, and the Corporation, a director or Section 16 officer may not enter into a Rule 10b5-1 trading plan with a brokerage firm not included in this list. You may request a list of approved brokerage firms from the Corporate Secretary's Office.

14. The Corporation will acknowledge the existence of an officer's or director's Rule 10b5-1 trading plan at the request of a brokerage firm and will confirm that, to the best of its knowledge, the terms of a given plan do not violate these guidelines. Because the Corporation is not a party to an officer's or director's trading plan, the Corporation will not provide other forms of certifications that are requested by some brokerage firms. Additionally, the Corporation's attorneys cannot advise you on the terms or legal consequences of a plan offered by a brokerage firm, and you should retain your own legal counsel.

INSIDER TRADING POLICY FOR EMPLOYEES WITH ACCESS TO CONFIDENTIAL FINANCIAL INFORMATION

As an employee of Norfolk Southern Corporation, you may not enter into transactions with third parties involving Norfolk Southern common stock and related "derivative securities" (such as stock options) while you are aware of *material nonpublic information* about Norfolk Southern. We refer to Norfolk Southern Corporation common stock and related "derivative securities" as "NS Securities" in this Memorandum.
Anytime you are aware of material nonpublic information about Norfolk Southern, you are deemed an "insider" and must not trade.

Confidentiality
The prohibitions imposed by the insider trading laws underscore the need to maintain the confidentiality of material nonpublic information about the Corporation.
The mismanagement of material nonpublic information can bring harsh consequences for the Corporation and its employees. Penalties for violations of these laws are severe, and the damage to the Corporation's reputation in the market could be lasting.
It is imperative that you do all you can to preserve and protect the Corporation's material nonpublic information. In particular, keep such information confidential and do not discuss or disseminate it, either outside the Corporation or to your fellow employees, except as needed for the Corporation's business.

Insider Trading
Section 10(b) of the Securities Exchange Act of 1934 prohibits the use of any "manipulative or deceptive device or contrivance" in connection with the purchase and sale of any security. As interpreted by the Securities and Exchange Commission (the "SEC") in Rule 10b-5 and by the courts, that provision may give rise to personal civil and criminal liability whenever any person, who (by virtue of his/her position or relationship to the company) is aware of material nonpublic information concerning an issuer, engages in a stock transaction under circumstances where the other party to the transaction does not have access to such material nonpublic information. This prohibition applies whenever such an insider trades *while "aware" of material nonpublic information* - it is not necessary that the trades be in any way motivated or influenced by such information. **Thus, *anytime* you are aware of material nonpublic information about NS, you may not buy or sell any NS Securities through any market purchase or sale.**

Insider trading by "tipped" third parties
Insider trading liability may also ensue if you pass material nonpublic information (i.e., "tip") to a third party and the third party then trades in NS Securities. The third party need not be an employee, and could be a family member, acquaintance, or a vendor that serves NS. In such a situation, both you and the "tipped" third party may face insider trading liability, even though you did not personally trade in NS Securities.

Material" information
As defined by the SEC and the courts, information is "material" if there is a substantial likelihood that a reasonable investor would consider the information important when deciding to buy, sell, or hold a company's securities. It is important to remember that the insider trading laws are triggered by your being aware of material nonpublic information - not by the type of position you hold within Norfolk Southern.
Examples of material information may include without limitation:

- Announcements of earnings or losses;
- Revenue or expense projections;
- The launch or anticipated launch of a new product, business or initiative;
- Current or expected operating performance/ratio;
- A pending or prospective merger, acquisition, tender offer or other transaction;

- The sale or anticipated sale of assets, including the sale of the Corporation's interest in a subsidiary;
- The existence of threatened litigation or the outcome or expected outcome of pending or threatened litigation;
- The occurrence or impact of unusual or unexpected events, such as major accidents or other catastrophes;
- The loss, potential loss, or breach of, or unauthorized access to, the Corporation's property or assets, including its facilities and information technology infrastructure;
- The gain or loss or expected gain or loss of a customer or supplier;
- A change in the quarterly dividend; and
- Changes or anticipated changes in senior management.

Your exercise of conservative good judgment is essential. For instance, even if you do not know what earnings for a quarter are likely to be, if you know that traffic and/or margins are such that estimates of investment analysts are significantly off the mark (e.g., that the market may be expecting too much or too little and that the expectation is reflected in the stock price), then you should not trade. Abuse of this sort of knowledge is precisely what the insider trading rules are designed to deter and punish.

Nonpublic Information
Information is considered "nonpublic" until the Corporation has officially announced the information by disseminating it in a manner making it available to investors generally and the public has had sufficient time to evaluate it (usually at least 24 hours after it has appeared in a generally-circulated publication). Information that appears in the media but has not been confirmed by the Corporation is not "public" for purposes of the insider trading laws.

The consequences of "insider trading"
The SEC is authorized to seek payment of a *civil penalty* equal to three times the profit gained or the loss avoided from a person trading on the basis of material nonpublic information. The maximum *criminal financial penalties* for a willful violation are high, and violators have been jailed.
Trading on the basis of material nonpublic information also may give rise to liability for fraud under state statutes or common law.

Window Periods
Because of your position within Norfolk Southern, the type of material nonpublic information that you are most likely to possess is quarterly financial information, such as quarterly revenue projections, that has not yet been publicly disclosed. Accordingly, **the safest time for you to engage in market transactions involving NS Securities, including gifts or donations to educational or charitable institutions, is during a "window period," which follows the release to the public of current financial results, when you are not aware of material nonpublic information about NS**.
The quarterly "window period" typically begins after a full trading day has elapsed following the release of earnings and ends at the close of business on the fourteenth calendar day of the third month of the quarter. The window period reflects an important assumption: that through at least the fourteenth calendar day of the third month of the quarter, not enough information is available to you for you to have a reliable idea of what actual earnings for the current quarter will be. **The window period is the time you are least likely to be aware of material nonpublic financial information - however, you may not engage in a transaction involving NS Securities even during a window period if you are aware of material nonpublic information about Norfolk Southern.** Norfolk Southern does not require that you limit your transactions in NS securities to this window period, but strongly recommends that you follow this practice as the window period provides guidance as to the safest time to trade.

Rule 10b5-1 Trading Plans
Rule 10b5-1 recognizes certain "affirmative defenses" - types of transactions that do not involve the abuses at which the SEC's Rule 10b-5 is directed. The rule allows insiders to trade at times when they hold material nonpublic information if, *at a time when the insider was not aware of any material nonpublic information*, the insider:

(1) Entered into a binding contract to purchase or sell the security;
(2) Instructed another person to purchase or sell the security for the instructing person's account; or
(3) Adopted a written plan for trading securities.

The rule prescribes what conditions must be met to establish one of the affirmative defenses. In general, the contract or plan must leave the insider no discretion to determine the timing, price, or amount of a trade that is made while the insider is aware of material nonpublic information. In addition, any such plan must be entered into in "good faith" and the person who entered into the plan must act in good faith throughout the life of the plan.

TIP, Dividend Reinvestment, and Rule 10b5-1
You should elect to participate or change your level of participation in a dividend reinvestment plan ("DRIP") or in the NS Stock Fund in the Thrift and Investment Plan ("TIP") only during a window period when you are not aware of material nonpublic information. Once your election is made, the systematic purchases of NS Securities under a DRIP or participation interests in the NS Stock Fund in TIP are permitted because they qualify for the Rule 10b5-1 affirmative defense. However, any purchase made through an optional cash feature of a DRIP while you are aware of material nonpublic information about the Corporation will subject you to potential liability.

Similarly, your transfer of TIP funds to or from the NS Stock Fund (or your election to increase your future purchases of participation interests in the NS Stock Fund) while aware of material nonpublic information will subject you to potential liability. For this reason, as in the case of any market purchase of NS Securities, these transactions should be completed only during a window period when you are not aware of material nonpublic information.

Limit Orders
Placing a "good 'til canceled" limit order - even if placed during a window period when you are not aware of material nonpublic information - does *not* qualify for a 10b5-1 affirmative defense. The burden will be on you to prove you were not aware of material nonpublic information about the Corporation at the time the limit order was placed.

Transactions with the Corporation
Transactions with the Corporation involving NS Securities do not involve a third party without access to material nonpublic information. *Accordingly, you may surrender shares of stock you already own or make a cash payment to the Corporation to satisfy the price of an option exercise, as long as you do not make a corresponding sale of the shares acquired while aware of material nonpublic information.*

Gifts of NS Securities
It is therefore NS policy that individuals who possess confidential financial information should not engage in market transactions involving NS Securities, including gifts or donations to educational or charitable institutions, except during a "window period," which follows the release of current corporate financial data, when you are not aware of material nonpublic information about NS.

INSIDER TRADING POLICY MEMORANDUM
FOR EMPLOYEES WITH ACCESS TO CONFIDENTIAL INFORMATION

Insider Trading
As an employee of Norfolk Southern Corporation, you may not enter into transactions with third parties involving Norfolk Southern common stock and related "derivative securities" (such as stock options) while you are aware of *material nonpublic information* about Norfolk Southern. We refer to Norfolk Southern Corporation common stock and related "derivative securities" as "NS Securities" in this Memorandum.
Anytime you are aware of material nonpublic information about Norfolk Southern, you are deemed an "insider" and must not trade.

Confidentiality
The prohibitions imposed by the insider trading laws underscore the need to maintain the confidentiality of material nonpublic information about the Corporation.
The mismanagement of material nonpublic information can bring harsh consequences for the Corporation and its employees. Penalties for violations of these laws are severe, and the damage to the Corporation's reputation in the market could be lasting.
It is imperative that you do all you can to preserve and protect the Corporation's material nonpublic information. In particular, keep such information confidential and do not discuss or disseminate it, either outside the Corporation or to your fellow employees, except as needed for the Corporation's business.

Insider Trading
Section 10(b) of the Securities Exchange Act of 1934 ("1934 Act") prohibits the use of any "manipulative or deceptive device or contrivance" in connection with the purchase and sale of any security. As interpreted by the Securities and Exchange Commission (the "SEC") in Rule 10b-5 and by the courts, that provision may give rise to personal civil and criminal liability whenever any person, who (by virtue of his/her position or relationship to the company) is aware of material nonpublic information concerning an issuer, engages in a stock transaction under circumstances where the other party to the transaction does not have access to such material nonpublic information. This prohibition applies whenever such an insider trades *while "aware" of material nonpublic information* - it is not necessary that the trades be in any way motivated or influenced by such information. **Thus, *anytime* you are aware of material nonpublic information about NS, you may not buy or sell any NS Securities through any market purchase or sale.**

Insider trading by "tipped" third parties
Insider trading liability may also ensue if you pass material nonpublic information (i.e., "tip") to a third party and the third party then trades in NS Securities. The third party need not be an employee and could be a family member, acquaintance, or a vendor that serves NS. In such a situation, both you and the "tipped" third party may face insider trading liability, even though you did not personally trade in NS Securities.

Material Information
As defined by the SEC and the courts, information is "material" if there is a substantial likelihood that a reasonable investor would consider the information important when deciding to buy, sell, or hold a company's securities. It is important to remember that the insider trading laws are triggered by your being aware of material nonpublic information - not by the type of position you hold within Norfolk Southern. Your exercise of conservative good judgment is essential.
Examples of material information may include without limitation:

- Announcements of earnings or losses;
- Revenue or expense projections;
- The launch or anticipated launch of a new product, business or initiative;
- Current or expected operating performance/ratio;
- A pending or prospective merger, acquisition, tender offer or other transaction;

- The sale or anticipated sale of assets, including the sale of the Corporation's interest in a subsidiary;
- The existence of threatened litigation or the outcome or expected outcome of pending or threatened litigation;
- The occurrence or impact of unusual or unexpected events, such as major accidents or other catastrophes;
- The loss, potential loss, or breach of, or unauthorized access to, the Corporation's property or assets, including its facilities and information technology infrastructure;
- The gain or loss or expected gain or loss of a customer or supplier;
- A change in the quarterly dividend; and
- Changes or anticipated changes in senior management.

Nonpublic information
Information is considered "nonpublic" until the *Corporation has officially announced the information by disseminating it in a manner making it available to investors generally and the public has had sufficient time to evaluate it* (usually at least 24 hours after it has appeared in a generally circulated publication). Information that appears in the media but has not been confirmed by the Corporation is not "public" for purposes of the insider trading laws.

The consequences of insider trading
The SEC is authorized to seek payment of a *civil penalty* equal to three times the profit gained or the loss avoided from a person trading on the basis of material nonpublic information. The maximum *criminal financial penalties* for a willful violation are high, and violators have been jailed.
Trading on the basis of material nonpublic information also may give rise to liability for fraud under state statutes or common law.

Rule 10b5-1 Trading Plans
Rule 10b5-1 recognizes certain affirmative defenses - types of transactions that do not involve the abuses at which the SEC's Rule 10b-5 is directed. The rule allows insiders to trade at times when they hold material nonpublic information if, *at a time when the insider was not aware of any material nonpublic information*, the insider:

(1) Entered into a binding contract to purchase or sell the security;
(2) Instructed another person to purchase or sell the security for the instructing person's account; or
(3) Adopted a written plan for trading securities.

The rule prescribes what conditions must be met to establish one of the affirmative
defenses. In general, the contract or plan must leave the insider no discretion to determine the timing, price, or amount of a trade that is made while the insider is aware of material nonpublic information. In addition, any such plan must be entered into in good faith and the person who entered into the plan must act in good faith throughout the life of the plan.

TIP, Dividend Reinvestment, and Rule 10b5-1
You can elect to participate or change your level of participation in a dividend reinvestment plan ("DRIP") or in the NS Stock Fund in the Thrift and Investment Plan ("TIP") only when you are not aware of material nonpublic information. Once your election is made, the systematic purchases of NS Securities under a DRIP or participation interests in the NS Stock Fund in TIP are permitted because they qualify for the Rule 10b5-1 affirmative defense. However, any purchase made through an optional cash feature of a DRIP while you are aware of material nonpublic information about the Corporation will subject you to potential liability.

Similarly, your transfer of TIP funds to or from the NS Stock Fund (or your election to increase your future purchases of participation interests in the NS Stock Fund) while aware of material nonpublic information will subject you to potential liability. For this reason, as in the case of any market purchase or sale of NS Securities, these transactions should be completed only when you are not aware of material nonpublic information.

Limit Orders
Placing a "good 'til canceled" limit order does *not* qualify for a 10b5-1 affirmative defense. The burden will be on you to prove you were not aware of material nonpublic information about the Corporation at the time the limit order was placed.

Transactions with the Corporation
Transactions with the Corporation involving NS Securities do not involve a third party without access to material nonpublic information. *Accordingly, you may surrender shares of stock you already own or make a cash payment to the Corporation to satisfy the price of an option exercise, as long as you do not make a corresponding sale of the shares acquired while aware of material nonpublic information.*

Gifts of NS Securities
Gifts of NS Securities do not involve a purchase or sale of the gifted NS Securities. However, if the donee of the gift is a family member who resides with you, or whose transactions in NS Securities are subject to your influence or control, or is a trust or charity controlled by such a family member, it is likely that any material nonpublic information of which you are aware would be attributed to the donee (the donee would likely be viewed as having been "tipped" by you). *If you make a gift to such a "family" donee, they should sell the gifted NS Securities only when you are not aware of material nonpublic information*.

If you donate NS Securities to a charitable institution, and the charity immediately sells the securities according to its usual practice, there is a risk that the charity will be viewed as having been "tipped" with any material nonpublic information of which you are aware. *To avoid this potential risk, you may wish to schedule your donation of NS Securities to charities when you are not aware of material nonpublic information.*

CONSOLIDATED (MORE THAN 50% OWNED AND CONTROLLED) SUBSIDIARIES
OF NORFOLK SOUTHERN CORPORATION AND STATES OF INCORPORATION
AS OF JANUARY 31, 2025

	STATE OR COUNTRY OF INCORPORATION
General American Insurance Company	Georgia
Norfolk Southern Properties, Inc.	Virginia
Norfolk Southern Railway Company	Virginia
NS Fiber Optics, Inc.	Virginia
T-Cubed of North America, LLC	Delaware
Thoroughbred Technology and Telecommunications, LLC	Virginia
Norfolk Southern Railway Company Subsidiaries	
Airforce Pipeline, Inc.	North Carolina
Alabama Great Southern LLC	Virginia
Alabama Great Southern Railroad Company, The	Alabama
Camp Lejeune Railroad Company	North Carolina
Central of Georgia Railroad Company	Georgia
Chesapeake Western Railway	Virginia
Cincinnati, New Orleans and Texas Pacific Railway LLC, The	Ohio
Citico Realty Company	Virginia
CNOTP LLC	Ohio
Georgia Southern and Florida Railway Company	Georgia
GSFR LLC	Georgia
High Point, Randleman, Asheboro and Southern Railroad Company	North Carolina
HPRASR LLC	North Carolina
Interstate Railroad Company	Virginia
Lamberts Point Barge Company, Inc.	Virginia
Mobile and Birmingham Railroad Company	Alabama
Norfolk and Portsmouth Belt Line Railroad Company	Virginia
Norfolk Southern - Mexico, LLC	Virginia
NorfolkSouthernMexicana, S. de R.L. de C.V.	Mexico
North Carolina Midland Railroad Company, The	North Carolina
NS Spectrum Corporation	Virginia
Rail Investment Company	Delaware
Reading Company, LLC [Virginia]	Virginia
RIC LLC	Delaware
South Western Rail Road Company, The	Georgia
Southern Rail Terminals, Inc.	Georgia
Southern Rail Terminals of North Carolina, Inc.	North Carolina
Southern Region Materials Supply, Inc.	Georgia
State University Railroad Company	North Carolina
Thoroughbred Emissions Research, LLC	Virginia
Thoroughbred Funding, Inc.	Virginia
Triple Crown Services, Inc	Virginia
Virginia and Southwestern Railway Company	Virginia
Wheelersburg Terminal LLC	Virginia

APPENDIX A

	STATE OR COUNTRY OF INCORPORATION
Norfolk Southern Railway Company Subsidiaries (continued)	
Yadkin Railroad Company	North Carolina
Yadkin Railroad Investment LLC	North Carolina
Norfolk Southern Properties, Inc. Subsidiaries	
Alexandria-Southern Properties, Inc.	Virginia
Arrowood-Southern Company	North Carolina
Nickel Plate Improvement Company, Inc., The	Indiana
NS Transportation Brokerage Corporation	Virginia
Sandusky Dock Corporation	Virginia
Southern Region Industrial Realty, Inc.	Georgia
Virginia Holding Corporation	Virginia
Westlake Land Management, Inc.	Florida

In addition, NS owns direct or indirect equity interest in:

Conrail Inc.
Consolidated Rail Corporation and its consolidated subsidiaries
CRR Holdings LLC
Delaware Otsego Corporation
DOCP Acquisition, LLC
Green Acquisition Corp.

Exhibit 23

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the registration statements (Nos. 333-71321, 333-205880 and 333-207640) on Form S-8 and (No. 333-276166) on Form S-3 of our report dated February 10, 2025, with respect to the consolidated financial statements of Norfolk Southern Corporation and the effectiveness of internal control over financial reporting.

/s/ KPMG LLP
KPMG LLP

Atlanta, Georgia
February 10, 2025

Exhibit 31-A

CERTIFICATIONS

I, Mark R. George, certify that:

1. I have reviewed this Annual Report on Form 10-K of Norfolk Southern Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
   a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
   b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
   c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
   d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
   a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
   b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: February 10, 2025

/s/ Mark R. George

Mark R. George
President and Chief Executive Officer

Exhibit 31-B

CERTIFICATIONS

I, Jason A. Zampi, certify that:

1. I have reviewed this Annual Report on Form 10-K of Norfolk Southern Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
   a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
   b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
   c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
   d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
   a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
   b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: February 10, 2025

/s/ Jason A. Zampi

Jason A. Zampi
Executive Vice President and Chief Financial Officer

Exhibit 32

CERTIFICATIONS OF CEO AND CFO REQUIRED BY RULE 13a-14(b) OR RULE 15d-14(b) AND SECTION 1350 OF CHAPTER 63 OF TITLE 18 OF THE U.S. CODE

I certify, to the best of my knowledge, that the Annual Report on Form 10-K for the period ended December 31, 2024, of Norfolk Southern Corporation fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that the information contained in the Form 10-K fairly presents, in all material respects, the financial condition and results of operations of Norfolk Southern Corporation.

Signed: /s/ Mark R. George

Mark R. George
President and Chief Executive Officer
Norfolk Southern Corporation

Dated: February 10, 2025

I certify, to the best of my knowledge, that the Annual Report on Form 10-K for the period ended December 31, 2024, of Norfolk Southern Corporation fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that the information contained in the Form 10-K fairly presents, in all material respects, the financial condition and results of operations of Norfolk Southern Corporation.

Signed: /s/ Jason A. Zampi

Jason A. Zampi
Executive Vice President and Chief Financial Officer
Norfolk Southern Corporation

Dated: February 10, 2025

BEFORE THE
SURFACE TRANSPORTATION BOARD

DOCKET NO. FD 36873

UNION PACIFIC CORPORATION AND UNION PACIFIC RAILROAD COMPANY
—CONTROL—
NORFOLK SOUTHERN CORPORATION AND NORFOLK SOUTHERN
RAILWAY COMPANY

EXHIBIT 7

FORM S-4
[SECTION 1180.6(b)(2)]

EXHIBIT 7.1

UNION PACIFIC CORPORATION FORM S-4
(SEPT. 16, 2025)

As filed with the Securities and Exchange Commission on September 16, 2025

No. 333-

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM S-4
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

UNION PACIFIC CORPORATION

(Exact name of registrant as specified in its charter)

Utah	4011	13-2626465
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification No.)

1400 Douglas Street
Omaha, Nebraska 68179
Telephone: (402) 544-5000
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Christina B. Conlin
Executive Vice President, Chief Legal Officer, and Corporate Secretary
Union Pacific Corporation
1400 Douglas Street
Omaha, Nebraska 68179
Telephone: (402) 544-5000
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies of all communications, including communications sent to agent for service, should be sent to:

Paul T. Schnell, Esq. **Brandon Van Dyke, Esq.** **Dohyun Kim, Esq.** **Skadden, Arps, Slate, Meagher & Flom LLP** **One Manhattan West** **New York, New York 10001** **(212) 735-3000**	**Jason Morris** **Senior Vice President & Chief Legal Officer** **Norfolk Southern Corporation** **650 West Peachtree Street, NW** **Atlanta, Georgia 30308** **(855) 667-3655**	**Edward D. Herlihy, Esq.** **Jacob A. Kling, Esq.** **Wachtell, Lipton, Rosen & Katz** **51 West 52nd Street** **New York, New York 10019** **(212) 403-1000**

Approximate date of commencement of proposed sale of the securities to the public: As soon as practicable after this Registration Statement becomes effective and upon completion of the mergers described in the enclosed joint proxy statement/prospectus.

If the securities being registered on this Form are being offered in connection with the formation of a holding company and there is compliance with General Instruction G, check the following box. ☐

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☒	Accelerated filer	☐
Non-accelerated filer	☐	Smaller reporting company	☐
		Emerging growth company	☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act. ☐

If applicable, place an X in the box to designate the appropriate rule provision relied upon in conducting this transaction:

Exchange Act Rule 13e-4(i) (Cross-Border Issuer Takeover offer)	☐
Exchange Act Rule 14d-1(d) (Cross-Border Issuer Takeover offer)	☐

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act or until this Registration Statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.

PRELIMINARY, SUBJECT TO COMPLETION, DATED SEPTEMBER 16, 2025

&

TRANSACTION PROPOSED-YOUR VOTE IS VERY IMPORTANT

Dear Shareholders of Union Pacific and Norfolk Southern:

On behalf of the board of directors of Union Pacific Corporation, which is referred to as Union Pacific, and Norfolk Southern Corporation, which is referred to as Norfolk Southern, we are pleased to enclose the accompanying joint proxy statement/prospectus relating to the proposed acquisition of Norfolk Southern by Union Pacific. We are requesting that you take certain actions as a holder of Union Pacific common stock or Norfolk Southern common stock, as more fully described in this joint proxy statement/prospectus.

Each of the boards of directors of Union Pacific and Norfolk Southern has unanimously approved or adopted, as applicable, an Agreement and Plan of Merger, dated as of July 28, 2025, which, as may be amended from time to time, is referred to as the merger agreement, by and among Union Pacific, Ruby Merger Sub 1 Corporation, a direct, wholly owned subsidiary of Union Pacific, which is referred to as Merger Sub 1, Ruby Merger Sub 2 LLC, a direct, wholly owned subsidiary of Union Pacific, which is referred to as Merger Sub 2, and Norfolk Southern. Subject to the terms and conditions of the merger agreement, which are more fully described in the accompanying joint proxy statement/prospectus, Union Pacific will acquire Norfolk Southern through the merger of Merger Sub 1 with and into Norfolk Southern, which transaction is referred to as the first merger. Norfolk Southern will survive the first merger and become a direct, wholly owned subsidiary of Union Pacific. In addition, as more fully described in the accompanying joint proxy statement/prospectus, immediately following the completion of the first merger, Norfolk Southern will merge with and into Merger Sub 2, with Merger Sub 2 surviving as a direct, wholly owned subsidiary of Union Pacific, which transaction is referred to as the second merger and, together with the first merger, the mergers.

If the first merger is completed, Norfolk Southern shareholders will be entitled to receive (i) one (1) share of Union Pacific common stock, which is referred to as the share consideration, and (ii) $88.82 in cash, without interest, which is referred to as the cash consideration, for each share of Norfolk Southern common stock that they hold immediately prior to the completion of the first merger. The share consideration and the cash consideration are collectively referred to as the merger consideration. The exchange ratio is fixed and will not be adjusted to reflect stock price changes prior to the consummation of the first merger. Union Pacific shareholders will continue to own their existing shares of common stock of Union Pacific, the form of which will not be changed by the transaction.

Upon completion of the mergers, former Norfolk Southern shareholders will own approximately 27% of the then outstanding Union Pacific common stock and Union Pacific shareholders will own the remaining 73%, based on the number of shares and stock-based awards of Union Pacific and Norfolk Southern outstanding as of September 9, 2025, the last practicable trading day before the date of the joint proxy statement/prospectus.

The value of the merger consideration to be received in exchange for each share of Norfolk Southern common stock will fluctuate with the market value of Union Pacific common stock until the first merger is completed. Based on Union Pacific's closing stock price on July 16, 2025, the implied value of the merger consideration was $320.00, which represents a premium of approximately 25% over the 30-trading-day volume weighted average closing price per share of Norfolk Southern common stock on July 16, 2025. Based on Union Pacific's closing stock price on September 9, 2025, the last practicable trading day before the date of this joint proxy statement/prospectus, the implied value of the merger consideration was $304.87. The common stock of each of Union Pacific and Norfolk Southern is listed on the New York Stock Exchange under the symbol "UNP" and "NSC," respectively. We urge you to obtain current market quotations for the shares of common stock of Union Pacific and Norfolk Southern.

Each of Union Pacific and Norfolk Southern will hold a special meeting of its shareholders in connection with the transactions contemplated by the merger agreement.

Union Pacific's special meeting of shareholders will be held virtually on [ ], 2025 at [ ] Central Time (unless it is adjourned or postponed to a later date) via live audio webcast at *www.virtualshareholdermeeting.com/UNP2025SM*. The Union Pacific special meeting will be held exclusively online via live audio webcast. At the Union Pacific special meeting, Union Pacific shareholders will be asked to consider and vote on the following matters: (i) a proposal to approve the issuance of Union Pacific common stock in connection with the first merger, which is referred to as the share issuance proposal and (ii) a proposal to adjourn the Union Pacific special meeting from time to time, if necessary or appropriate, to solicit additional proxies in the event there are not sufficient votes at the time of the Union Pacific special meeting to approve the share issuance proposal, which is referred to as the Union Pacific adjournment proposal. **The Union Pacific board of directors has unanimously approved the merger agreement and the transactions contemplated by the merger agreement, including the mergers and the share issuance, and unanimously recommends that Union Pacific shareholders vote "FOR" the share issuance proposal and "FOR" the Union Pacific adjournment proposal.**

Norfolk Southern's special meeting of shareholders will be held virtually on [ ], 2025 at [ ], Eastern Time (unless it is adjourned or postponed to a later date) via live audio webcast at *www.virtualshareholdermeeting.com/NSC2025SM*. The Norfolk Southern special meeting will be held exclusively online via live audio webcast. At the Norfolk Southern special meeting, Norfolk Southern shareholders will be asked to consider and vote on the following matters: (i) a proposal to approve the merger agreement, and the transactions contemplated thereby, including the mergers, which is referred to as the merger agreement proposal; (ii) a proposal to approve, on a non-binding advisory basis, the compensation that may be paid or become payable to the named executive officers of Norfolk Southern in connection with the transactions contemplated by the merger agreement, which is referred to as the merger-related compensation proposal; and (iii) a proposal to adjourn the Norfolk Southern special meeting from time to time, if necessary or appropriate, to solicit additional proxies in the event there are not sufficient votes at the time of the Norfolk Southern special meeting to approve the merger agreement proposal, which is referred to as the Norfolk Southern adjournment proposal. **The Norfolk Southern board of directors has unanimously adopted the merger agreement and approved the transactions contemplated by the merger agreement, including the mergers, and unanimously recommends that Norfolk Southern shareholders vote "FOR" the merger agreement proposal, "FOR" the merger-related compensation proposal, and "FOR" the Norfolk Southern adjournment proposal.**

The accompanying joint proxy statement/prospectus contains detailed information about Union Pacific, Norfolk Southern, the merger agreement, and the transactions contemplated by the merger agreement. In particular, see "*Risk Factors*" beginning on page 55. A copy of the merger agreement is attached as Annex A to the accompanying joint proxy statement/prospectus and is incorporated by reference herein. We encourage you to read the accompanying joint proxy statement/prospectus and its annexes, including the merger agreement, carefully and in their entirety. You may also obtain information about Union Pacific and Norfolk Southern from the Securities and Exchange Commission.

Your vote is very important regardless of the number of shares of Union Pacific common stock or Norfolk Southern common stock that you own. The mergers cannot be completed unless Union Pacific shareholders approve the issuance of shares of Union Pacific common stock pursuant to the merger agreement and Norfolk Southern shareholders approve the merger agreement.

Whether or not you plan to attend your company's special meeting of shareholders, please submit your proxy as soon as possible to make sure that your shares are represented at that meeting.

V. James Vena
Chief Executive Officer
Union Pacific Corporation

Mark R. George
President and Chief Executive Officer
Norfolk Southern Corporation

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of the first merger, the second merger, or the other transactions described in this joint proxy statement/prospectus or the securities to be issued in connection with the mergers or determined if this joint proxy statement/prospectus is accurate or complete. Any representation to the contrary is a criminal offense.

This joint proxy statement/prospectus is dated [ ], 2025 and is first being mailed to shareholders of Union Pacific and Norfolk Southern on or about [ ], 2025.

Union Pacific Corporation
1400 Douglas Street
Omaha, Nebraska 68179

NOTICE OF SPECIAL MEETING OF SHAREHOLDERS
TO BE HELD ON [ ]

To the Shareholders of Union Pacific Corporation:

NOTICE IS HEREBY GIVEN that a special meeting of shareholders of Union Pacific Corporation, which is referred to as the Union Pacific special meeting, will be held at [ ] Central Time on [ ] via live audio webcast at *www.virtualshareholdermeeting.com/UNP2025SM*. The Union Pacific special meeting will be held exclusively online via live audio webcast.

We are pleased to notify you of, and invite you to attend, the Union Pacific special meeting. At the Union Pacific special meeting, Union Pacific shareholders will be asked to consider and vote on the following matters:

1. proposal to approve the issuance of Union Pacific common stock, par value $2.50 per share, pursuant to the Agreement and Plan of Merger, dated as of July 28, 2025, which, as may be amended from time to time, is referred to as the merger agreement, by and among Union Pacific Corporation, which is referred to as Union Pacific, Norfolk Southern Corporation, which is referred to as Norfolk Southern, Ruby Merger Sub 1 Corporation, and Ruby Merger Sub 2 LLC, a copy of which is attached as Annex A to the joint proxy statement/prospectus accompanying this notice, which proposal is referred to as the share issuance proposal; and

2. proposal to adjourn the Union Pacific special meeting from time to time, if necessary or appropriate, to solicit additional proxies in the event there are not sufficient votes at the time of the Union Pacific special meeting to approve the share issuance proposal, which proposal is referred to as the Union Pacific adjournment proposal.

Approval of the share issuance proposal is required to complete the transactions contemplated by the merger agreement.

Union Pacific will transact no other business at the Union Pacific special meeting, except for business properly brought before the Union Pacific special meeting or any adjournment or postponement thereof by or at the direction of the Union Pacific board of directors. The accompanying joint proxy statement/prospectus describes the matters to be considered at the Union Pacific special meeting in more detail.

The Union Pacific board of directors has set [ ] as the record date for the Union Pacific special meeting for determining the Union Pacific shareholders entitled to notice of and to vote at the Union Pacific special meeting and any adjournment or postponement thereof. Only shareholders of record at the close of business on [ ], are entitled to notice of, and to vote at, the special meeting.

You may listen to the live audio webcast of the special meeting via the internet at *www.virtualshareholdermeeting.com/UNP2025SM*. Instructions on how to participate in the special meeting via live audio webcast are described in the accompanying joint proxy statement/prospectus and posted at *www.virtualshareholdermeeting.com/UNP2025SM*.

Your vote is very important regardless of the number of shares of Union Pacific common stock that you own. The transactions contemplated by the merger agreement cannot be completed without approval of the share issuance proposal by the affirmative vote of the majority of the votes cast by the holders of outstanding shares of Union Pacific common stock represented in person or by proxy and entitled to vote on such matter at the Union Pacific special meeting, or any adjournment or postponement thereof. Whether or not you expect to participate in the special meeting, Union Pacific urges you to submit a proxy to have your shares voted as promptly as possible either: (i) via the internet at www.proxyvote.com (see proxy card for instructions); (ii) by telephone (see proxy card for instructions); or (iii) by completing, signing, dating, and returning the enclosed proxy card in the postage-paid envelope provided, so that your shares may be represented and voted at the special meeting. If your shares are held in "street name" by a bank, broker, nominee, trustee, or other record holder, please follow the instructions on the voting instruction card furnished by such bank, broker, nominee, trustee, or other record holder.

The Union Pacific board of directors has unanimously approved the merger agreement and the transactions contemplated by the merger agreement, including the mergers and the share issuance, and unanimously recommends that you vote "FOR" the share issuance proposal and "FOR" the Union Pacific adjournment proposal.

The joint proxy statement/prospectus of which this notice is a part provides a detailed description of the merger agreement, the transactions contemplated thereby, including the mergers, and the matters to be considered at the Union Pacific special meeting. A summary of the merger agreement is included in the joint proxy statement/prospectus in the sections entitled "*The Mergers*" and "*The Merger Agreement*," and a copy of the merger agreement is attached as Annex A to the joint/proxy statement prospectus, each of which are incorporated by reference into this notice to the same extent as if fully set forth herein. We encourage you to carefully read this joint proxy statement/prospectus (including the annexes thereto) and any other documents incorporated by reference herein in their entirety.

PLEASE VOTE YOUR SHARES PROMPTLY. YOU CAN FIND INSTRUCTIONS FOR VOTING ON THE ENCLOSED PROXY CARD. IF YOU HAVE QUESTIONS ABOUT THE MERGERS, THE SHARE ISSUANCE PROPOSAL, THE UNION PACIFIC ADJOURNMENT PROPOSAL, OR VOTING YOUR SHARES, PLEASE CONTACT:

Sodali & Co
430 Park Avenue, 14th Floor
New York, NY 10022
Shareholders may call toll-free: +1 (800) 662-5200
Banks and Brokers may call collect: +1 (203) 658-9400

By Order of the Union Pacific Board of Directors,

Christina B. Conlin
Executive Vice President, Chief Legal Officer and Corporate Secretary

Omaha, Nebraska
Dated: [ ], 2025

Norfolk Southern Corporation
[ ]

NOTICE OF SPECIAL MEETING OF SHAREHOLDERS
TO BE HELD ON [ ]

To the Shareholders of Norfolk Southern Corporation:

On July 28, 2025, Norfolk Southern Corporation (which is referred to as Norfolk Southern), Union Pacific Corporation (which is referred to as Union Pacific), and two (2) wholly owned subsidiaries of Union Pacific, Ruby Merger Sub 1 Corporation and Ruby Merger Sub 2 LLC, entered into an Agreement and Plan of Merger (which is referred to as, and as may be amended from time to time, the merger agreement), a copy of which is attached as Annex A to the joint proxy statement/prospectus accompanying this notice. The merger agreement provides, among other things, for the acquisition of Norfolk Southern by Union Pacific through two (2) mergers: (i) first, Ruby Merger Sub 1 Corporation will merge with and into Norfolk Southern with Norfolk Southern surviving as a wholly owned subsidiary of Union Pacific (which merger is referred to as the first merger); and (ii) second, immediately after the first merger, Norfolk Southern will merge with and into Ruby Merger Sub 2 LLC with Ruby Merger Sub 2 LLC surviving as a wholly owned subsidiary of Union Pacific (which merger is referred to as the second merger and, together with the first merger, the mergers).

NOTICE IS HEREBY GIVEN that a special meeting of shareholders of Norfolk Southern (which is referred to as the Norfolk Southern special meeting) will be held virtually at [ ] a.m., Eastern Time, on [ ], 2025 (unless it is adjourned or postponed to a later date) via live audio webcast at *www.virtualshareholdermeeting.com/NSC2025SM*. The Norfolk Southern special meeting will be held exclusively online via live audio webcast.

We are pleased to notify you of, and invite you to attend, the Norfolk Southern special meeting. At the Norfolk Southern special meeting, you will be asked to consider and vote on the following matters:

1. proposal to approve the merger agreement and the transactions contemplated thereby, including the mergers (which proposal is referred to as the merger agreement proposal);
2. proposal to approve, on a non-binding advisory basis, the compensation that may be paid or become payable to the named executive officers of Norfolk Southern in connection with the transactions contemplated by the merger agreement (which proposal is referred to as the merger-related compensation proposal); and
3. proposal to adjourn the Norfolk Southern special meeting from time to time, if necessary or appropriate, to solicit additional proxies in the event there are not sufficient votes at the time of the Norfolk Southern special meeting to approve the merger agreement proposal (which proposal is referred to as the Norfolk Southern adjournment proposal).

Approval of the merger agreement proposal is required to complete the transactions contemplated by the merger agreement.

Norfolk Southern will transact no other business at the Norfolk Southern special meeting, except for business properly brought before the Norfolk Southern special meeting or, by, or at the direction of the Norfolk Southern board of directors, any adjournment or postponement thereof. The accompanying joint proxy statement/prospectus describes the matters to be considered at the Norfolk Southern special meeting in more detail.

The Norfolk Southern special meeting will be held in virtual meeting format only. You will not be able to attend the meeting physically in person. To attend the Norfolk Southern special meeting, you must be a shareholder

on the record date. To submit your proxy through the internet, you may vote your shares at *www.proxyvote.com*. You will need the control number found on your proxy card or voting instruction form. You may also vote during the Norfolk Southern special meeting by clicking on www.virtualshareholdermeeting.com/NSC2025SM. Beneficial shareholders who do not have a control number should follow the instructions provided on the voting instruction form provided by your bank, broker, nominee, trustee, or other record holder. Beneficial holders that wish to vote at the meeting must obtain a legal proxy from their bank, broker, nominee, trustee, or other record holder prior to the meeting. You will need to have an electronic image (such as a pdf file or scan) of the legal proxy with you if you are voting at the meeting.

The Norfolk Southern board of directors has set [ ], 2025, as the record date for the Norfolk Southern special meeting for determining the Norfolk Southern shareholders entitled to notice of and to vote at the Norfolk Southern special meeting and any adjournment or postponement thereof. Any shareholder entitled to vote at the Norfolk Southern special meeting is entitled to appoint a proxy to vote on such shareholder's behalf. Such proxy need not be a holder of Norfolk Southern common stock.

Your vote is very important regardless of the number of shares of Norfolk Southern common stock that you own. The transactions contemplated by the merger agreement cannot be completed without approval of the merger agreement proposal by the affirmative vote of a majority of the votes cast and entitled to vote on the merger agreement proposal at the Norfolk Southern special meeting. To ensure you are represented at the Norfolk Southern special meeting, please complete and return the enclosed proxy card or submit your proxy by telephone or through the internet. Please vote promptly whether or not you expect to attend the Norfolk Southern special meeting. Submitting a proxy now will not prevent you from being able to vote virtually at the Norfolk Southern special meeting.

The Norfolk Southern board of directors has unanimously adopted the merger agreement and approved the transactions contemplated by the merger agreement, including the mergers, and unanimously recommends that you vote "FOR" the merger agreement proposal, "FOR" the merger-related compensation proposal, and "FOR" the Norfolk Southern adjournment proposal.

The joint proxy statement/prospectus of which this notice is a part provides a detailed description of the merger agreement, the transactions contemplated thereby, including the mergers, and the other matters to be considered at the Norfolk Southern special meeting. A summary of the merger agreement is included in the joint proxy statement/prospectus in the sections entitled "*The Mergers*" and "*The Merger Agreement*," and a copy of the merger agreement is attached as Annex A to the joint/proxy statement prospectus, each of which are incorporated by reference into this notice to the same extent as if fully set forth herein. We encourage you to carefully read this joint proxy statement/prospectus (including the annexes thereto) and any other documents incorporated by reference herein in their entirety.

By Order of the Norfolk Southern Board of Directors,

Mark R. George
President and Chief Executive Officer

Atlanta, Georgia
[ ], 2025

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PLEASE VOTE YOUR SHARES PROMPTLY. YOU CAN FIND INSTRUCTIONS FOR VOTING ON THE ENCLOSED PROXY CARD. IF YOU HAVE QUESTIONS ABOUT THE MERGERS, THE MERGER AGREEMENT PROPOSAL, THE MERGER-RELATED COMPENSATION PROPOSAL, THE NORFOLK SOUTHERN ADJOURNMENT PROPOSAL, OR VOTING YOUR SHARES, PLEASE CONTACT:

Innisfree M&A Incorporated
501 Madison Avenue, 20th Floor
New York, NY 10022
Shareholders may call toll free: +1 (877) 750-8198
Banks and Brokers may call collect: +1 (212) 750-5833

REFERENCES TO ADDITIONAL INFORMATION

This joint proxy statement/prospectus incorporates by reference important business and financial information about Union Pacific and Norfolk Southern from other documents that are not included in or delivered with this joint proxy statement/prospectus. For a listing of the documents incorporated by reference into this joint proxy statement/prospectus and additional information, see "*Where You Can Find More Information*."

You can obtain any of the documents incorporated by reference into this joint proxy statement/prospectus without charge by requesting them in writing or by telephone from Sodali & Co, Union Pacific's proxy solicitor, or Innisfree M&A Incorporated, Norfolk Southern's proxy solicitor, at the following addresses and telephone numbers:

For Union Pacific Shareholders:
Sodali & Co
430 Park Avenue, 14th Floor
New York, NY 10022
Shareholders may call toll-free: +1 (800) 662-5200
Banks and Brokers may call collect: +1 (203) 658-9400

For Norfolk Southern Shareholders:
Innisfree M&A Incorporated
501 Madison Avenue, 20th Floor
New York, NY 10022
Shareholders may call toll free: +1 (877) 750-8198
Banks and Brokers may call collect: +1 (212) 750-5833

You will not be charged for any of these documents that you request. To receive timely delivery of the documents in advance of the special meetings, you should make your request no later than [ ], 2025, which is five (5) business days before the special meetings.

You may also obtain any of the documents incorporated by reference into this joint proxy statement/prospectus without charge through the Securities and Exchange Commission, which is referred to as the SEC, website at *www.sec.gov*. In addition, you may obtain copies of documents filed by Union Pacific with the SEC by accessing Union Pacific's website at investor.unionpacific.com. You may also obtain copies of documents filed by Norfolk Southern with the SEC by accessing Norfolk Southern's website at norfolksouthern.investorroom.com.

We are not incorporating the contents of the websites of the SEC, Union Pacific, Norfolk Southern, or any other entity into this joint proxy statement/prospectus. We are providing the information about how you can obtain certain documents that are incorporated by reference into this joint proxy statement/prospectus at these websites only for your convenience.

ABOUT THIS JOINT PROXY STATEMENT/PROSPECTUS

Except where the context otherwise states, Union Pacific has supplied all information contained in or incorporated by reference into this joint proxy statement/prospectus relating to Union Pacific (including the annexes hereto), and Norfolk Southern has supplied all information contained in or incorporated by reference into this joint proxy statement/prospectus relating to Norfolk Southern (including the annexes hereto). Union Pacific and Norfolk Southern both contributed information relating to the mergers.

This joint proxy statement/prospectus forms a part of a registration statement on Form S-4 (Registration No. 333-[ ]) filed by Union Pacific with the SEC. It constitutes a prospectus of Union Pacific under Section 5 of the Securities Act, and the rules thereunder, with respect to the shares of Union Pacific common stock to be issued to Norfolk Southern shareholders in the first merger. It also constitutes a proxy statement under Section 14(a) of the Exchange Act and a notice of meeting (i) with respect to the Union Pacific special meeting of shareholders at which Union Pacific shareholders will consider and vote on the share issuance proposal and the Union Pacific adjournment proposal and (ii) with respect to the Norfolk Southern special meeting of shareholders at which Norfolk Southern shareholders will consider and vote on the merger agreement proposal, the merger-related compensation proposal, and the Norfolk Southern adjournment proposal.

You should rely only on the information contained in or incorporated by reference into this joint proxy statement/prospectus (including the annexes hereto). No one has been authorized to provide you with information that is different from that contained in or incorporated by reference into this joint proxy statement/prospectus (including the annexes hereto). You should not assume that the information included as annexes or contained in any document incorporated by reference herein is accurate as of any date other than the date of such document. Any statement contained in a document incorporated or deemed to be incorporated by reference into this joint proxy statement/prospectus will be deemed to be modified or superseded to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference into this joint proxy statement/prospectus modifies or supersedes that statement. Any statement so modified or superseded will not be deemed, except as so modified or superseded, to constitute a part of this joint proxy statement/prospectus. Neither Union Pacific nor Norfolk Southern assumes any obligation to update the information contained in this joint proxy statement/prospectus (whether as a result of new information, future events, or otherwise), except as required by applicable law. Neither the mailing of this joint proxy statement/prospectus to the shareholders of Union Pacific or Norfolk Southern, nor Union Pacific or Norfolk Southern taking of any actions contemplated hereby at any time, will create any implication to the contrary.

This joint proxy statement/prospectus does not constitute an offer to sell, or a solicitation of an offer to buy, any securities, or the solicitation of a proxy, in any jurisdiction in which or from any person to whom it is unlawful to make any such offer or solicitation in such jurisdiction.

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DEFINED TERMS

Unless stated otherwise, when the following bolded terms and abbreviations appear in this joint proxy statement/prospectus, they have the meanings indicated below:

alternative proposal	any proposal, offer, or indication of intent made by any person or group of persons (other than Norfolk Southern or its affiliates or Union Pacific, Merger Sub 1, Merger Sub 2, or their respective affiliates, as applicable) relating to or concerning (i) a merger, reorganization, share exchange, consolidation, business combination, recapitalization, or similar transaction involving Union Pacific or Norfolk Southern, as applicable, in each case (whether in one (1) or a series of related transactions), as a result of which such person or group of persons (or their shareholders) obtains control over, or becomes the beneficial owner of, directly or indirectly, 10% or more of the total voting power of Union Pacific or Norfolk Southern, as applicable, or the surviving entity (or any direct or indirect parent company thereof), as applicable, immediately following such transaction or (ii) the acquisition by any person of 10% or more of the net revenues, net income, or total assets of Union Pacific and its subsidiaries or Norfolk Southern and its subsidiaries, as applicable, on a consolidated basis
BofA	BofA Securities, Inc.
cash consideration	$88.82 in cash, without interest
closing	the closing of the mergers
CNA	the Comisión Nacional Antimonopolio (the Mexican National Antitrust Commission) or its predecessor agencies (the Comisión Federal de Competencia Económica (COFECE) and the Instituto Federal de Telecomunicaciones (IFT)) or any successor agency
CNA approval	the authorizations from, or such other actions as are required to be made with or obtained from, the CNA or its predecessor agencies or any successor agency
Code	the Internal Revenue Code of 1986, as amended
combined company	Union Pacific immediately following the completion of the mergers
confidentiality agreement	the confidentiality agreement, by and between Union Pacific and Norfolk Southern, dated as of May 19, 2025
Exchange Act	Securities Exchange Act of 1934, as amended
equity award exchange ratio	the sum of (i) the exchange ratio, plus (ii) the quotient of (a) the cash consideration, divided by (b) the Union Pacific share price, rounded to the nearest one thousandth
exchange ratio	one (1) validly issued, fully paid and nonassessable share of Union Pacific common stock per share of Norfolk Southern common stock

FCC	the Federal Communications Commission or any successor agency
first effective time	the effective time of the first merger
first merger	the merger of Merger Sub 1 with and into Norfolk Southern, resulting in Norfolk Southern surviving as a direct, wholly owned subsidiary of Union Pacific
GAAP	generally accepted accounting principles in the United States
intervening event	any event, change, occurrence, or development that is unknown and not reasonably foreseeable to the Union Pacific board or the Norfolk Southern board, as applicable, as of the date of the merger agreement, which event, change, occurrence, or development becomes known to the Union Pacific board or the Norfolk Southern board, as applicable, after such party's execution and delivery of the merger agreement and before shareholder approval of the share issuance proposal or merger agreement proposal is obtained, as applicable; provided that in no event shall any of the following be an intervening event or be taken into account in determining whether an intervening event has occurred: (i) the receipt, existence, terms of, or opportunity for an alternative proposal or other business combination proposal (or any proposal or inquiry that would reasonably be expected to lead to an alternative proposal or other such proposal, or direct and indirect consequences thereof); (ii) any matter contemplated by the efforts covenant in the merger agreement relating to obtaining regulatory approvals, including any non-compliance with such covenant or any consequence thereof; (iii) any event, change, occurrence or development described in clauses (a), and (c) through (l) of the definition of parent material adverse effect or company material adverse effect, as applicable, in the merger agreement; or (iv) any change in the market price or trading volume of Union Pacific common stock or Norfolk Southern common stock, any change in the credit rating of Union Pacific or Norfolk Southern or any of their respective securities, or Union Pacific or Norfolk Southern failing to meet, meeting or exceeding internal or published projections, forecasts, guidance or revenue or earning prediction, or other financial or operating metrics for any period (provided that any event, change, occurrence, or development giving rise to or contributing to such change, failing to meet, meeting or exceedance that is not otherwise excluded by the foregoing clauses (i) through (iii) may be an intervening event and may be taken into account in determining whether an intervening event has occurred)

merger agreement	the Agreement and Plan of Merger, dated as of July 28, 2025, by and among Union Pacific, Merger Sub 1, Merger Sub 2, and Norfolk Southern, as may be amended from time to time, a copy of which is attached as Annex A to this joint proxy statement/prospectus
merger agreement proposal	the proposal to approve the merger agreement and the transactions contemplated thereby, including the mergers
merger consideration	the cash consideration together with the share consideration
merger consideration value	the sum of (i) the cash consideration plus (ii) (a) the Union Pacific share price multiplied by (b) the exchange ratio
Merger Sub 1	Ruby Merger Sub 1 Corporation, a Virginia corporation
Merger Sub 2	Ruby Merger Sub 2 LLC, a Virginia limited liability company
merger-related compensation proposal	a non-binding advisory vote on compensation that may be paid or become payable to the named executive officers of Norfolk Southern in connection with the transactions contemplated by the merger agreement
mergers	the first merger and the second merger
Morgan Stanley	Morgan Stanley & Co. LLC
Norfolk Southern	Norfolk Southern Corporation, a Virginia corporation
Norfolk Southern adjournment proposal	the proposal to adjourn the Norfolk Southern special meeting from time to time, if necessary or appropriate, to solicit additional proxies in the event there are not sufficient votes at the time of the Norfolk Southern special meeting to approve the merger agreement proposal
Norfolk Southern board	the board of directors of Norfolk Southern
Norfolk Southern bylaws	the bylaws of Norfolk Southern, as amended
Norfolk Southern common stock	the common stock, par value $1.00 per share, of Norfolk Southern
Norfolk Southern equity award	Norfolk Southern PSUs, Norfolk Southern RSUs, and Norfolk Southern options
Norfolk Southern permit	each franchise, grant, concession, authorization, license, permit, easement, variance, exception, consent, certificate, approval, clearance, tariff, qualification, registration, and order of any governmental entity necessary for Norfolk Southern and its subsidiaries to own, lease, and operate their properties and assets or to carry on their businesses as they were being conducted as of the date of the merger agreement

Norfolk Southern phantom stock unit	each cash-settled stock unit credited to a non-employee director of Norfolk Southern under the Norfolk Southern Directors' Deferred Fee Plan that is denominated in and tracks the value of shares of Norfolk Southern common stock
Norfolk Southern PSU	each performance share unit award in respect of shares of Norfolk Southern common stock
Norfolk Southern RSU	each restricted stock unit award in respect of shares of Norfolk Southern common stock
Norfolk Southern shareholder approval	the affirmative vote of a majority of the votes cast by holders of Norfolk Southern common stock in favor of the approval of the merger agreement proposal
Norfolk Southern option	each compensatory option to purchase shares of Norfolk Southern common stock
NYSE	New York Stock Exchange
requisite regulatory approvals	STB approval and CNA approval
SEC	U.S. Securities and Exchange Commission
second effective time	the effective time of the second merger
second merger	the merger of Norfolk Southern (as the surviving corporation of the first merger) with and into Merger Sub 2 immediately after the first merger, resulting in Merger Sub 2 surviving as a direct, wholly owned subsidiary of Union Pacific
Securities Act	Securities Act of 1933, as amended
share consideration	a number of shares of Union Pacific common stock equal to the exchange ratio
share issuance	the issuance of shares of Union Pacific common stock pursuant to the merger agreement
share issuance proposal	the proposal to approve the share issuance
STB	the U.S. Surface Transportation Board
STB approval	the approval, authorization, or exemption by the STB of the mergers and other transactions contemplated by the merger agreement within the jurisdiction of the STB
superior proposal	an unsolicited, bona fide written alternative proposal, made after the date of the merger agreement, substituting in the definition of "alternative proposal" "greater than 50%" for "10% or more" in each

	place such phrase appears, that the Union Pacific board or Norfolk Southern board, as applicable, determines in good faith, after consultation with its outside legal and financial advisors, and considering all legal, financial, financing, and regulatory aspects of the proposal, the identity of the person(s) making the proposal and the likelihood of the proposal being consummate in accordance with its terms, would, if consummated, result in a transaction (i) that is more favorable to such party's shareholders, from a financial point of view, than the transactions contemplated by the merger agreement (after taking into account, in addition to all other relevant factors, any revisions to the terms of the transactions contemplated by the merger agreement pursuant to the non-solicitation provisions thereof) and (ii) that is reasonably likely to be completed, taking into account any regulatory, financing, or approval requirements and any other aspects considered relevant to such party's board
Union Pacific	Union Pacific Corporation, a Utah corporation
Union Pacific adjournment proposal	the proposal to adjourn the Union Pacific special meeting from time to time, if necessary or appropriate, to solicit additional proxies in the event there are not sufficient votes at the time of the Union Pacific special meeting to approve the share issuance proposal
Union Pacific articles of incorporation	the restated articles of incorporation of Union Pacific, as amended and restated through June 27, 2011, and as further amended on May 15, 2014
Union Pacific board	the board of directors of Union Pacific
Union Pacific by-laws	the by-laws of Union Pacific, as amended
Union Pacific share price	the average of the volume weighted averages of the trading prices of Union Pacific common stock on the NYSE (as reported by Bloomberg L.P. or, if not reported therein, in another authoritative source mutually selected by Union Pacific and Norfolk Southern in good faith) on each of the ten (10) consecutive trading days ending on (and including) the trading day that is two (2) trading days prior to the closing date
Union Pacific common stock	the common stock, par value $2.50 per share, of Union Pacific
URBCA	Utah Revised Business Corporations Act, as amended
VLLCA	Virginia Limited Liability Company Act, as amended
VSCA	Virginia Stock Corporation Act, as amended
Wells Fargo	Wells Fargo Securities, LLC

QUESTIONS AND ANSWERS ABOUT THE MERGERS AND THE SPECIAL MEETINGS

The following questions and answers are intended to address briefly some commonly asked questions regarding the merger agreement, the mergers, the share issuance, and the other transactions contemplated by the merger agreement. Union Pacific and Norfolk Southern urge you to read carefully this entire joint proxy statement/prospectus, including the annexes and the other documents referred to or incorporated by reference into this joint proxy statement/prospectus, because the information in this section does not provide all of the information that might be important to you.

About the Merger Agreement and the Mergers

Q: What is the merger agreement and what are the mergers?

A: On July 28, 2025, Union Pacific, Norfolk Southern, Merger Sub 1, and Merger Sub 2 entered into the merger agreement. Subject to the terms and conditions of the merger agreement, the parties will consummate the mergers. In the first merger, Merger Sub 1 will merge with and into Norfolk Southern, with Norfolk Southern continuing as the surviving corporation and a direct, wholly owned subsidiary of Union Pacific. Immediately following the completion of the first merger, Norfolk Southern will merge with and into Merger Sub 2, with Merger Sub 2 surviving as a direct, wholly owned subsidiary of Union Pacific.

Q: What will Norfolk Southern shareholders receive in the mergers?

A: Pursuant to the merger agreement, in the first merger, Norfolk Southern shareholders will receive $88.82 in cash, without interest, and one (1) validly issued, fully paid, and nonassessable share of Union Pacific common stock for each share of Norfolk Southern common stock that they own.

Q: What happens if the market price of Union Pacific common stock or Norfolk Southern common stock changes before the closing of the mergers and what is the value of the merger consideration?

A: Changes in the market price of Union Pacific common stock or the market price of Norfolk Southern common stock at or prior to the effective time of the mergers will not change the number of shares of Union Pacific common stock that Norfolk Southern shareholders will receive because the exchange ratio is fixed at one (1) validly issued, fully paid, and nonassessable share of Union Pacific common stock. The value of the merger consideration to be received in exchange for each share of Norfolk Southern common stock will fluctuate with the market value of Union Pacific common stock until the mergers are completed.

Based on Union Pacific's unaffected closing stock price on July 16, 2025, the latest trading day prior to press speculation that Union Pacific was pursuing a potential acquisition of Norfolk Southern, the implied value of the merger consideration was $320.00 per share, representing a 25% premium to Norfolk Southern's 30-trading-day volume weighted average closing price per share on July 16, 2025.

Based on Union Pacific's closing stock price on September 9, 2025, the last practicable trading day before the date of this joint proxy statement/prospectus, the implied value of the merger consideration was $304.87.

Q: Are there any conditions to completion of the merger?

A: Yes. Completion of the mergers is conditioned on Union Pacific shareholders approving the share issuance proposal, Norfolk Southern shareholders approving the merger agreement proposal, the receipt of approval of the STB, and a number of other conditions that must be satisfied or waived before the mergers can be consummated. For a description of all of the conditions to the mergers, see "*The Merger Agreement-Conditions to the Mergers*."

For Union Pacific Shareholders

Q: When and where is the Union Pacific special meeting?

A: The special meeting of Union Pacific shareholders, which is referred to as the Union Pacific special meeting, will be held at [ ] Central Time on [ ], 2025 (unless it is adjourned or postponed to a later date), via live audio webcast at *www.virtualshareholdermeeting.com/UNP2025SM*. The Union Pacific special meeting will be held exclusively online via live audio webcast.

Q: What matters will be voted on at the Union Pacific special meeting?

A: Union Pacific shareholders will be asked to consider and vote on the following proposals:

- the share issuance proposal; and
- the Union Pacific adjournment proposal.

Q: Who is entitled to vote at the Union Pacific special meeting?

A: The Union Pacific record date is [ ], 2025, which is referred to as the Union Pacific record date. Only holders of Union Pacific common stock as of the close of business on the Union Pacific record date are entitled to notice of, and to vote at, the Union Pacific special meeting, unless a new record date is set in connection with any adjournment or postponement of the Union Pacific special meeting. As of the Union Pacific record date, there were [ ] issued and outstanding shares of Union Pacific common stock. Each Union Pacific shareholder entitled to vote at the Union Pacific special meeting is entitled to one (1) vote per share at the Union Pacific special meeting. As of the Union Pacific record date, the issued and outstanding Union Pacific common stock was held by approximately [ ] shareholders of record.

Q: How does the Union Pacific board recommend that I vote on the proposals?

A: After careful consideration, the Union Pacific board unanimously (i) approved and declared advisable the merger agreement and the consummation of the transactions contemplated by the merger agreement, including the mergers and the share issuance, and (ii) directed that the share issuance proposal and the Union Pacific adjournment proposal be submitted to the Union Pacific shareholders for approval at the Union Pacific special meeting. The Union Pacific board recommends that Union Pacific shareholders vote "**FOR**" the share issuance proposal and "**FOR**" the Union Pacific adjournment proposal. For a summary of the factors considered by the Union Pacific board in reaching its decision to approve the merger agreement and the consummation of the transactions contemplated by the merger agreement, including the mergers and the share issuance, see "*The Mergers-Union Pacific's Reasons for the Mergers; Recommendation of the Union Pacific Board of Directors*."

Q: What will happen to my shares of Union Pacific common stock?

A: Nothing. You will continue to own the same shares of Union Pacific common stock that you owned prior to the effective time of the mergers. As a result of the share issuance, however, the overall ownership percentage of the current Union Pacific shareholders in the combined company will be diluted.

Immediately following the completion of the mergers:

- continuing Union Pacific shareholders will own approximately 73% of the then outstanding Union Pacific common stock, based on the number of shares and stock-based awards of Union Pacific and Norfolk Southern outstanding as of September 9, 2025, the last practicable trading day before the date of the joint proxy statement/prospectus; and

- former Norfolk Southern shareholders will own approximately 27% of the then outstanding Union Pacific common stock, based on the number of shares and stock-based awards of Union Pacific and Norfolk Southern outstanding as of September 9, 2025, the last practicable trading day before the date of the joint proxy statement/prospectus.

Q: Do the Union Pacific directors and executive officers have any interests in the mergers?

A: Yes. In connection with the consummation of the mergers, Union Pacific's directors and executive officers have interests in the mergers that may be different from, or in addition to, those of the shareholders of Union Pacific generally. The Union Pacific board was aware of these interests and considered them, among other things, in reaching its decision to approve the merger agreement, the mergers, the share issuance, and the other transactions contemplated by the merger agreement. These interests are described in more detail in "*The Mergers-Interests of Directors and Executive Officers in the Mergers-Interests of Union Pacific Directors and Executive Officers in the Mergers*."

Q: What constitutes a quorum at the Union Pacific special meeting?

A: The Union Pacific by-laws provide that a quorum at the Union Pacific special meeting is the presence, in person or represented by proxy, of a majority of the votes entitled to be cast on the matter.

Q: What vote is required for Union Pacific shareholders to approve the share issuance proposal?

A: Assuming a quorum is present at the Union Pacific special meeting, approval of the share issuance proposal requires the affirmative vote of the majority of the votes cast and entitled to vote thereon at the Union Pacific special meeting. Only holders of Union Pacific common stock at the close of business on the Union Pacific record date will be entitled to vote on the share issuance proposal.

Q: What vote is required for Union Pacific shareholders to approve the Union Pacific adjournment proposal?

A: Whether or not a quorum is present, approval of the Union Pacific adjournment proposal requires the affirmative vote of a majority of the votes cast and entitled to vote thereon at the Union Pacific special meeting. Only holders of Union Pacific common stock at the close of business on the Union Pacific record date will be entitled to vote on the Union Pacific adjournment proposal. The vote on the Union Pacific adjournment proposal is separate and apart from the vote to approve the share issuance proposal and is not a condition to the completion of the mergers.

Q: Is my vote at the Union Pacific special meeting important and how are votes counted at the Union Pacific special meeting?

A: Yes, your vote is very important. If you do not submit a proxy or vote in person at the meeting, it will be more difficult for us to obtain the necessary quorum to hold the Union Pacific special meeting. For the share issuance proposal, you may vote "**FOR**," "**AGAINST**," or "**ABSTAIN**." For purposes of the share issuance proposal, assuming a quorum is present, abstention from voting, the failure of a Union Pacific shareholder who holds his, her, or its shares in "street name" through a bank, broker, nominee, trustee, or other record holder to give voting instructions to that bank, broker, nominee, trustee, or other record holder, or any other failure of a Union Pacific shareholder to vote, will have no effect on the outcome of the share issuance proposal.

For the Union Pacific adjournment proposal, you may vote "**FOR**," "**AGAINST**," or "**ABSTAIN**." For purposes of the Union Pacific adjournment proposal, whether or not a quorum is present, abstention from voting, the failure of a Union Pacific shareholder who holds his, her, or its shares in "street name" through a

bank, broker, nominee, trustee, or other record holder to give voting instructions to that bank, broker, nominee, trustee, or other record holder, or any other failure of a Union Pacific shareholder to vote, will have no effect on the outcome of the Union Pacific adjournment proposal.

Properly executed proxy cards with no instructions indicated on the proxy card will be voted "**FOR**" the share issuance proposal and "**FOR**" the Union Pacific adjournment proposal.

Q: What happens if I sell my Union Pacific common stock before the Union Pacific special meeting?

A: The record date for the Union Pacific special meeting is earlier than the date of the Union Pacific special meeting. If you sell your shares of Union Pacific common stock after Union Pacific's record date but before the date of the Union Pacific special meeting, you will retain any right to vote at the Union Pacific special meeting.

Q: How do I submit a proxy or vote my shares at the Union Pacific special meeting?

A: You may submit your proxy by telephone, through the internet, or by mailing the enclosed proxy card, and you may vote virtually at the Union Pacific special meeting by attending the live audio webcast at *www.virtualshareholdermeeting.com/UNP2025SM*. If you hold your shares in more than one (1) account, please be sure to submit a proxy to each proxy card you receive.

To submit your proxy by telephone, call 1-800-690-6903. In order to vote your shares by telephone, you will need the sixteen (16)-digit control number included on your enclosed proxy card (which is unique to each Union Pacific shareholder to ensure all voting instructions are genuine and to prevent duplicate voting).

To submit your proxy through the internet, you may vote your shares at *www.proxyvote.com*. In order to vote your shares through the internet, you will need the sixteen (16)-digit control number included on your enclosed proxy card.

If you choose to submit your proxy through the internet or by telephone, your proxy must be received by [ ] Eastern Time on [ ] in order to be counted at the Union Pacific special meeting.

To vote during the live audio webcast, follow the instructions available on the Union Pacific special meeting website at *www.virtualshareholdermeeting.com/UNP2025SM*. The Union Pacific special meeting will be held exclusively online via live audio webcast. To be admitted to the live audio webcast, you must provide your sixteen (16)-digit control number. We recommend you submit your vote by proxy prior to the date of the Union Pacific special meeting even if you plan to attend the meeting virtually via the internet.

If you hold your shares of Union Pacific common stock in "street name" through a bank, broker, nominee, trustee, or other record holder, you may vote through the internet or by telephone only if internet or telephone voting is made available by your bank, broker, nominee, trustee, or other record holder. Please follow the voting instructions provided by your bank, broker, nominee, trustee, or other record holder with these materials.

If you hold shares of Union Pacific common stock directly in your name as a shareholder of record, you may vote by mail by completing, signing, and dating your enclosed proxy card and returning it in the accompanying pre-addressed envelope no later than [ ]Eastern Time on [ ] in order for your vote to be counted at the Union Pacific special meeting.

If you hold your shares of Union Pacific common stock in "street name" through a bank, broker, nominee, trustee, or other record holder, you may vote by mail by completing, signing, and dating the voting instruction form provided by your bank, broker, nominee, trustee, or other record holder and returning it in the accompanying pre-addressed envelope. Your bank, broker, nominee, trustee, or other record holder must receive your voting instruction form in sufficient time to vote your shares at the Union Pacific special meeting.

If you hold shares of Union Pacific common stock in "street name" through a bank, broker, nominee, trustee, or other record holder, you will receive separate voting instructions from your bank, broker, nominee, trustee, or other record holder for voting during the live audio webcast. You must follow the voting instructions provided by your bank, broker, nominee, trustee, or other record holder in order to instruct your bank, broker, nominee, trustee, or other record holder on how to vote your shares of Union Pacific common stock.

Q: If my Union Pacific shares are held in "street name" by my bank, broker, nominee, trustee, or other record holder, will my bank, broker, nominee, trustee, or other record holder vote my shares for me at the Union Pacific special meeting?

A: No. If your shares are held in street name and your voting instruction form indicates that you may vote those shares through the *www.proxyvote.com* website, then you may access, participate in, and vote at the Union Pacific special meeting with the sixteen (16)-digit control number indicated on that voting instruction form. Otherwise, shareholders who hold their shares in street name should contact their bank, broker, nominee, trustee, or other record holder (preferably at least five (5) days before the Union Pacific special meeting) and obtain a "legal proxy" in order to be able to attend, participate in, or vote at the Union Pacific special meeting.

Q: How can I revoke or change my vote at the Union Pacific special meeting?

A: You may revoke your vote at any time before voting takes place at the Union Pacific special meeting by taking one of the following actions: (i) deliver to the Corporate Secretary of Union Pacific a written notice, dated later than the proxy you want to revoke, stating that the proxy is revoked or (ii) submit new telephone or internet instructions or deliver a validly executed later-dated proxy. For this purpose, communications to the Corporate Secretary of Union Pacific should be addressed to Union Pacific Corporation, 1400 Douglas Street, 19th Floor, Omaha, Nebraska 68179 and must be received before the time that the proxy you wish to revoke is voted at the Union Pacific special meeting. Please note that if your shares are held in "street name" through a bank, broker, nominee, trustee, or other record holder and you wish to revoke a previously granted proxy, you must contact that entity and submit new voting instructions to such bank, broker, nominee, trustee, or other record holder. You may also revoke your proxy by attending and voting during the Union Pacific special meeting before the polls are closed.

Q: Will a proxy solicitor be used by Union Pacific in connection with the Union Pacific special meeting?

A: Yes. Union Pacific has engaged Sodali & Co to assist in the solicitation of proxies for the Union Pacific special meeting, and Union Pacific has agreed to pay them an estimated fee of $72,700, plus their reasonable out-of-pocket expenses incurred in connection with the solicitation.

Q: How can I vote the shares of Union Pacific that I hold through Union Pacific's thrift and retirement plans?

A: Participants in Union Pacific's thrift and retirement plans, which are collectively referred to in this joint proxy statement/prospectus as the Union Pacific Retirement Plans, who hold shares of Union Pacific common stock through the Union Pacific Retirement Plans will receive separate voting instructions. Please note that participants in the Union Pacific Retirement Plans cannot vote the shares of Union Pacific common stock held through the Union Pacific Retirement Plans in person at the Union Pacific special meeting.

Q: Will Union Pacific be required to submit the share issuance proposal to Union Pacific shareholders even if the Union Pacific board has withdrawn, modified, or qualified its recommendation?

A: Yes. Unless the merger agreement is terminated prior to the Union Pacific special meeting, Union Pacific is required to submit the share issuance proposal to its shareholders even if the Union Pacific board has withdrawn, modified, or qualified its recommendation in favor of the proposal.

Q: Am I entitled to exercise appraisal rights in respect of my Union Pacific shares?

A: No. Union Pacific shareholders are not entitled to any appraisal rights in connection with the mergers or any other transactions described in this joint proxy statement/prospectus.

Q: What else do I need to do now prior to the Union Pacific special meeting?

A: You are urged to read this joint proxy statement/prospectus carefully and in its entirety, including its annexes and the information incorporated by reference herein, and to consider how the mergers may affect you. Even if you plan to attend the Union Pacific special meeting, please vote promptly.

For Norfolk Southern Shareholders

Q: How will I receive the merger consideration in respect of my Norfolk Southern shares if the mergers are completed?

A: If you are a shareholder of record of Norfolk Southern shares and hold your shares in certificated form, you will receive a letter of transmittal with detailed written instructions for exchanging shares for the merger consideration. If you are a holder of record of Norfolk Southern book-entry shares, you will receive (i) a notice advising you of the effectiveness of the mergers, (ii) a statement reflecting the aggregate number of shares of Union Pacific common stock (which will be in uncertificated book-entry form) that you have a right to receive pursuant to the merger agreement, and (iii) a check in the amount equal to the cash issuable to you as merger consideration.

If you are not a shareholder of record, but instead hold your shares of Norfolk Southern common stock in "street name" through a bank, broker, nominee, trustee, or other record holder, you will receive instructions from your bank, broker, nominee, trustee, or other record holder as to how to effect the surrender of your "street name" shares in exchange for the merger consideration.

Q: When and where is the Norfolk Southern special meeting?

A: The special meeting of Norfolk Southern shareholders, which is referred to as the Norfolk Southern special meeting, will be held virtually at [ ] a.m., Eastern Time, on [ ], 2025 (unless it is adjourned or postponed to a later date), via live audio webcast at *www.virtualshareholdermeeting.com/NSC2025SM*. The Norfolk Southern special meeting will be held exclusively online via live audio webcast.

Q: What matters will be voted on at the Norfolk Southern special meeting?

A: You will be asked to consider and vote on the following proposals:

- the merger agreement proposal;
- the merger-related compensation proposal; and
- the Norfolk Southern adjournment proposal.

Q: Who is entitled to vote at the Norfolk Southern special meeting?

A: The record date for the Norfolk Southern special meeting is [ ], 2025, which is referred to as the Norfolk Southern record date. Only holders of record of Norfolk Southern common stock as of the close of business on the Norfolk Southern record date are entitled to notice of, and to vote at, the Norfolk Southern special meeting, unless a new record date is set in connection with any adjournment or postponement of the Norfolk Southern special meeting. As of the Norfolk Southern record date, there were [ ] issued and outstanding shares of Norfolk Southern common stock. At the Norfolk Southern special meeting, each Norfolk Southern shareholder entitled to vote at the Norfolk Southern special meeting is entitled to one (1) vote per share of Norfolk Southern common stock held by such shareholder.

Q: How does the Norfolk Southern Board recommend that I vote on the proposals?

A: The Norfolk Southern board unanimously (i) determined that it is in the best interests of Norfolk Southern and its shareholders, and declared it advisable, to enter into the merger agreement, (ii) approved the execution, delivery, and performance of the merger agreement and the consummation of the transactions contemplated by the merger agreement, including the mergers, (iii) adopted the merger agreement, and (iv) directed that the merger agreement proposal, the merger-related compensation proposal, and the Norfolk Southern adjournment proposal be submitted to the Norfolk Southern shareholders for approval at the Norfolk Southern special meeting. The Norfolk Southern board recommends that Norfolk Southern shareholders vote "**FOR**" the merger agreement proposal, "**FOR**" the merger-related compensation proposal, and "**FOR**" the Norfolk Southern adjournment proposal. For a summary of the factors considered by the Norfolk Southern board in reaching its decision to approve the merger agreement and the consummation of the transactions contemplated by the merger agreement, including the mergers, see "*The Mergers-Norfolk Southern Board's Recommendations and Its Reasons for the Transaction*."

Q: Why are Norfolk Southern shareholders being asked to consider and vote on a proposal to approve, by non-binding advisory vote, merger-related compensation arrangements for Norfolk Southern's named executive officers (i.e., the merger-related compensation proposal)?

A: Under SEC rules, Norfolk Southern is required to seek a non-binding advisory vote with respect to the compensation that may be paid or become payable to Norfolk Southern's named executive officers that is based on or otherwise relates to the mergers.

Q: What happens if Norfolk Southern shareholders do not approve the merger-related compensation proposal?

A: Because the vote on the merger-related compensation proposal is advisory in nature only, it will not be binding upon Norfolk Southern or Union Pacific. Accordingly, the merger-related compensation will be paid to Norfolk Southern's named executive officers to the extent payable in accordance with the terms of their compensation agreements and other contractual arrangements even if Norfolk Southern shareholders do not approve the merger-related compensation proposal. The vote on the merger-related compensation proposal is separate and apart from the votes to approve the other proposals being presented at the Norfolk Southern special meeting and is not a condition to the completion of the mergers.

Q: How do I vote if I own Norfolk Southern common stock through an employee plan?

A: If shares are credited to your account in the Norfolk Southern Corporation Thoroughbred Retirement Investment Plan or the Thrift and Investment Plan, you will receive a voting instruction form from the trustee of that plan. Your instructions submitted by mail, over the telephone, or by internet serve as voting instructions for the trustee of the plans, Vanguard Fiduciary Trust Company. If your instructions are not received by the trustee by [ ] p.m., Eastern Time, on [ ], 2025, the trustee will vote your shares for each item on the proxy card in the same proportion as the shares that are voted for that item pursuant to the voting instructions received by the trustee from the other participants in the respective plan. While employee plan participants may instruct the trustee how to vote their plan shares, employee plan participants cannot vote their plan shares during the special meeting.

Q: Do the Norfolk Southern directors and executive officers have any interests in the merger?

A: Yes. In connection with the consummation of the mergers, Norfolk Southern's directors and executive officers may have interests in the mergers that are different from, or in addition to, those of the shareholders of Norfolk Southern generally. The Norfolk Southern board was aware of these interests and considered

them, among other things, in reaching its decision to adopt the merger agreement and approve the mergers and the other transactions contemplated by the merger agreement. These interests are described in more detail in "*The Mergers-Interests of Directors and Executive Officers in the Mergers-Interests of Norfolk Southern Directors and Executive Officers in the Mergers*."

Q: What constitutes a quorum at the Norfolk Southern special meeting?

A: The Norfolk Southern bylaws provide that a quorum at the Norfolk Southern special meeting is the presence, in person or represented by proxy, of a majority of the shares of Norfolk Southern common stock entitled to vote at the Norfolk Southern special meeting.

Q: What vote is required for Norfolk Southern shareholders to approve the merger agreement proposal?

A: Assuming a quorum is present at the Norfolk Southern special meeting, approval of the merger agreement proposal requires the affirmative vote of a majority of the votes cast and entitled to vote thereon at the Norfolk Southern special meeting. Only holders of record of Norfolk Southern common stock at the close of business on the Norfolk Southern record date will be entitled to vote on the merger agreement proposal.

Q: What vote is required for Norfolk Southern shareholders to approve the merger-related compensation proposal?

A: Assuming a quorum is present at the Norfolk Southern special meeting, approval of the merger-related compensation proposal, which is a non-binding advisory vote, requires the affirmative vote of the majority of the votes cast and entitled to vote thereon at the Norfolk Southern special meeting. Only holders of record of Norfolk Southern common stock at the close of business on the Norfolk Southern record date will be entitled to vote on the merger-related compensation proposal. The vote on the merger-related compensation proposal is separate and apart from the votes to approve the other proposals being presented at the Norfolk Southern special meeting and is not a condition to the completion of the mergers.

Q: What vote is required for Norfolk Southern shareholders to approve the Norfolk Southern adjournment proposal?

A: Whether or not a quorum is present, approval of the Norfolk Southern adjournment proposal requires the affirmative vote of a majority of the votes cast and entitled to vote thereon at the Norfolk Southern special meeting. Only holders of record of Norfolk Southern common stock at the close of business on the Norfolk Southern record date will be entitled to vote on the Norfolk Southern adjournment proposal. The vote on the Norfolk Southern adjournment proposal is separate and apart from the votes to approve the other proposals being presented at the Norfolk Southern special meeting and is not a condition to the completion of the mergers.

Q: Will Norfolk Southern be required to submit the merger agreement proposal to Norfolk Southern shareholders even if the Norfolk Southern board has withdrawn, modified, or qualified its recommendation?

A: Yes. Unless the merger agreement is terminated prior to the Norfolk Southern special meeting, Norfolk Southern is required to submit the merger agreement proposal to its shareholders even if the Norfolk Southern board has withdrawn, modified, or qualified its recommendation in favor of the proposal.

Q: Is my vote at the Norfolk Southern special meeting important and how are votes counted at the Norfolk Southern special meeting?

A: Yes, your vote is very important. If you do not submit a proxy or vote in person at the meeting, it will be more difficult for us to obtain the necessary quorum to hold the Norfolk Southern special meeting. For the

merger agreement proposal, you may vote "**FOR**," "**AGAINST**," or "**ABSTAIN**." For purposes of the merger agreement proposal, assuming a quorum is present, abstention from voting, the failure of a Norfolk Southern shareholder who holds his, her, or its shares in "street name" through a bank, broker, nominee, trustee, or other record holder to give voting instructions to that bank, broker, nominee, trustee, or other record holder, or any other failure of a Norfolk Southern shareholder to vote, will have no effect on the outcome of the merger agreement proposal.

For the merger-related compensation proposal, you may vote "**FOR**," "**AGAINST**," or "**ABSTAIN**." For purposes of the merger-related compensation proposal, assuming a quorum is present, abstention from voting, the failure of a Norfolk Southern shareholder who holds his, her, or its shares in "street name" through a bank, broker, nominee, trustee, or other record holder to give voting instructions to that bank, broker, nominee, trustee, or other record holder, or any other failure of a Norfolk Southern shareholder to vote, will have no effect on the outcome of the merger-related compensation proposal.

For the Norfolk Southern adjournment proposal, you may vote "**FOR**," "**AGAINST**," or "**ABSTAIN**." For purposes of the Norfolk Southern adjournment proposal, whether or not a quorum is present, abstention from voting, the failure of a Norfolk Southern shareholder who holds his, her, or its shares in "street name" through a bank, broker, nominee, trustee, or other record holder to give voting instructions to that bank, broker, nominee, trustee, or other record holder, or any other failure of a Norfolk Southern shareholder to vote, will have no effect on the outcome of the Norfolk Southern adjournment proposal.

Properly executed proxy cards with no instructions indicated on the proxy card will be voted "**FOR**" the merger agreement proposal, "**FOR**" the merger-related compensation proposal, and "**FOR**" the Norfolk Southern adjournment proposal.

Q: What happens if I sell my Norfolk Southern common stock before the Norfolk Southern special meeting?

A: The record date for the Norfolk Southern special meeting is earlier than the date of the Norfolk Southern special meeting and the date that the mergers are expected to be completed. If you sell your Norfolk Southern common stock after Norfolk Southern's record date but before the date of the Norfolk Southern special meeting, you will retain any right to vote at the Norfolk Southern special meeting, but you will have transferred your right to receive the merger consideration. For Norfolk Southern shareholders, in order to receive the merger consideration, you must hold your Norfolk Southern common stock through completion of the first merger.

Q: How do I submit a proxy or vote my shares at the Norfolk Southern special meeting?

A: If you hold shares of Norfolk Southern common stock directly in your name as a shareholder of record, you may vote your shares by completing, signing, and dating the enclosed proxy card and returning it using the postage-paid envelope provided, or mailing it to P.O. Box 8016, Cary, NC 27512-9903. Your proxy card must be received no later than the close of business on [ ], 2025 in order for your vote to be counted at the Norfolk Southern special meeting. If you sign and return your proxy card, but do not mark the boxes showing how you wish to vote, your shares will be voted "**FOR**" the merger agreement proposal, "**FOR**" the merger-related compensation proposal and "**FOR**" the Norfolk Southern adjournment proposal.

You may also vote by telephone or through the internet. To submit your proxy by telephone, dial 1-800-690-6903. To submit your proxy through the internet, visit *www.proxyvote.com*. In order to vote your shares by telephone or through the internet, you will need the control number on your enclosed proxy card. If you choose to submit your proxy through the internet or by telephone, your proxy must be received by 11:59 p.m. Eastern Time on [ ], 2025 in order to be counted at the Norfolk Southern special meeting.

If you hold shares of Norfolk Southern in "street name" through a bank, broker, nominee, trustee, or other record holder, please contact such entity for instructions on how to vote your shares of Norfolk Southern common stock at the Norfolk Southern special meeting.

If you are a shareholder of record of Norfolk Southern, you may also cast your vote virtually at the Norfolk Southern special meeting through the internet at *www.virtualshareholdermeeting.com/NSC2025SM* at any time before the closing of the polls at the Norfolk Southern special meeting. If you hold your shares through a bank, broker, nominee, trustee, or other record holder and you plan to participate in and vote at the Norfolk Southern special meeting, you should contact such entity and obtain a legal proxy in order to be able to participate in or vote at the Norfolk Southern special meeting. If you decide to attend the special meeting virtually and vote at the meeting, your vote will revoke any proxy previously submitted.

If you hold your shares in more than one (1) account, please be sure to submit a proxy with respect to each proxy card you receive.

The special meeting will begin promptly at [ ] a.m., Eastern Time, on [ ], 2025. Norfolk Southern encourages its shareholders to access the meeting prior to the start time leaving ample time for check-in. Please follow the instructions as outlined in this joint proxy statement/prospectus.

Even if you plan to attend the special meeting, Norfolk Southern recommends that you vote your shares in advance as described below so that your vote will be counted even if you later decide not to or become unable to attend the special meeting.

Q: If my shares are held in "street name" by my bank, broker, nominee, trustee, or other record holder, will my bank, broker, nominee, trustee, or other record holder vote my shares for me at the Norfolk Southern special meeting?

A: If your shares are held in "street name" in a stock brokerage account or by a bank, broker, nominee, trustee, or other record holder, you must provide the record holder of your shares with instructions on how to vote your shares. Please follow the voting instructions provided by your bank, broker, nominee, trustee, or other record holder. Please note that you may not vote shares held in street name by returning a proxy card or voting instruction form directly to Norfolk Southern. Your bank, broker, nominee, trustee, or other record holder is obligated to provide you with a voting instruction form for you to use.

Applicable stock exchange rules permit brokers to vote their customers' stock held in street name on routine matters when the brokers have not received voting instructions from their customers. Those rules do not, however, allow brokers to vote their customers' stock held in street name on non-routine matters unless they have received voting instructions from their customers. In such cases, the uninstructed shares for which the broker is unable to vote are called broker non-votes. It is expected that all proposals to be voted on at the Norfolk Southern special meeting are non-routine matters on which brokers are not allowed to vote unless they have received voting instructions from their customers.

If you are a Norfolk Southern "street name" shareholder and you do not instruct your bank, broker, nominee, trustee, or other record holder on how to vote your shares:

- your bank, broker, nominee, trustee, or other record holder may not vote your shares on the merger agreement proposal, which broker non-votes will have no effect on the vote for this proposal (assuming a quorum is present);
- your bank, broker, nominee, trustee, or other record holder may not vote your shares on the merger-related compensation proposal, which broker non-votes will have no effect on the vote for this proposal (assuming a quorum is present); and
- your bank, broker, nominee, trustee, or other record holder may not vote your shares on the Norfolk Southern adjournment proposal, which broker non-votes will have no effect on the vote for this proposal (whether or not a quorum is present).

Q: How can I revoke or change my vote at the Norfolk Southern special meeting?

A: You may revoke your proxy at any time before the vote is taken at the Norfolk Southern special meeting by taking one of the following actions: (i) giving written notice of revocation to Norfolk Southern's Corporate Secretary, which must be received by [ ] p.m., Eastern Time, on [ ], 2025; (ii) submitting new

voting instructions over the telephone or the internet prior to 11:59 p.m., Eastern Time, on [ ], 2025; (iii) delivering a new, validly completed, later-dated proxy card, which must be received no later than the close of business on [ ], 2025; or (iv) joining the Norfolk Southern special meeting virtually and voting during the meeting. For shares you hold beneficially in street name, you may change your vote by submitting new voting instructions to your bank, broker, nominee, trustee, or other record holder, or, if you have obtained a legal proxy from your bank, broker, nominee, trustee, or other record holder giving you the right to vote your shares, by joining the Norfolk Southern special meeting virtually via the internet and voting during the special meeting. Employee plan participants may change their voting instructions by submitting new voting instructions to [ ] prior to [ ] p.m., Eastern Time, on [ ], 2025.

Q: Will a proxy solicitor be used by Norfolk Southern in connection with the Norfolk Southern special meeting?

A: Yes. Norfolk Southern has engaged Innisfree M&A Incorporated to assist in the solicitation of proxies for the Norfolk Southern special meeting, and Norfolk Southern has agreed to pay them an estimated fee of up to $250,000, plus their reasonable out-of-pocket expenses incurred in connection with the solicitation.

Q: Am I entitled to exercise appraisal rights in respect of my Norfolk Southern shares?

A: No. Norfolk Southern shareholders are not entitled to any appraisal rights in connection with the mergers or any other transactions described in this joint proxy statement/prospectus.

Q: What else do I need to do now prior to the Norfolk Southern special meeting?

A: You are urged to read this joint proxy statement/prospectus carefully and in its entirety, including its annexes and the information incorporated by reference herein, and to consider how the mergers affect you. Even if you plan to attend the Norfolk Southern special meeting, please vote promptly.

For Both Union Pacific Shareholders and Norfolk Southern Shareholders

Q: When are the mergers expected to be completed?

A: Union Pacific and Norfolk Southern expect to complete the mergers by early 2027, although Union Pacific and Norfolk Southern cannot assure completion by any particular date, if at all. Because the mergers are subject to a number of conditions, including receipt of STB approval and CNA approval, the approval of the share issuance proposal by Union Pacific shareholders, and the approval of the merger agreement proposal by the Norfolk Southern shareholders, the exact timing of the mergers cannot be determined at this time and Union Pacific and Norfolk Southern cannot guarantee that the mergers will be completed at all. For a description of the conditions to the mergers, see "*The Merger Agreement-Conditions to the Mergers*."

Q: Following the mergers, what percentage of Union Pacific common stock will the continuing Union Pacific shareholders and former Norfolk Southern shareholders own?

A: Immediately following the completion of the mergers:

- continuing Union Pacific shareholders will own approximately 73% of the then outstanding Union Pacific common stock, based on the number of shares and stock-based awards of Union Pacific and Norfolk Southern outstanding as of September 9, 2025, the last practicable trading day before the date of the joint proxy statement/prospectus; and
- former Norfolk Southern shareholders will own approximately 27% of the then outstanding Union Pacific common stock, based on the number of shares and stock-based awards of Union Pacific and Norfolk Southern outstanding as of September 9, 2025, the last practicable trading day before the date of the joint proxy statement/prospectus.

Q: What happens if the mergers are not completed?

A: If the share issuance proposal is not approved by Union Pacific shareholders, if the merger agreement proposal is not approved by Norfolk Southern shareholders, or if the mergers are not completed for any other reason, Norfolk Southern shareholders will not have their shares of Norfolk Southern common stock converted into the right to receive the merger consideration. Instead, each of Union Pacific and Norfolk Southern would remain separate companies. Under certain circumstances, Union Pacific may be required to pay Norfolk Southern a termination fee or Norfolk Southern may be required to pay Union Pacific a termination fee, as described under "*The Merger Agreement-Termination; Termination Fees and Other Fees*."

Q: Are there any risks associated with the mergers that I should consider in deciding how to vote?

A: Yes. A number of risks related to the mergers are discussed in this joint proxy statement/prospectus and described in "*Risk Factors*" beginning on page 55.

Q: What are the material U.S. federal income tax consequences of the mergers to U.S. holders of Norfolk Southern Common Stock?

A: Union Pacific and Norfolk Southern intend for the mergers, taken together, to qualify as a "reorganization" within the meaning of Section 368(a) of the Code for U.S. federal income tax purposes, and Union Pacific and Norfolk Southern intend to report the mergers consistent with such qualification. Assuming the mergers so qualify, a U.S. holder (as defined in "*The Mergers-U.S. Federal Income Tax Consequences*") of Norfolk Southern common stock that receives shares of Union Pacific common stock and cash in exchange for shares of Norfolk Southern common stock pursuant to the first merger generally will recognize gain (but not loss) in an amount equal to the lesser of (i) the amount, if any, by which the sum of the cash and the fair market value of the Union Pacific common stock received by such U.S. holder in the first merger exceeds such U.S. holder's adjusted tax basis in such U.S. holder's Norfolk Southern common stock exchanged therefor and (ii) the amount of cash received by such U.S. holder. However, it is not a condition to Union Pacific's obligation or Norfolk Southern's obligation to complete the transactions that the mergers, taken together, qualify as a "reorganization" or that Norfolk Southern or Union Pacific receive an opinion from counsel to that effect.

Union Pacific and Norfolk Southern have not sought and will not seek any ruling from the U.S. Internal Revenue Service regarding any matters relating to the transactions and, as a result, there can be no assurance that the U.S. Internal Revenue Service would not assert that the mergers, taken together, do not qualify as a "reorganization," or that a court would not sustain such a position.

If the U.S. Internal Revenue Service or a court were to determine that the mergers, taken together, do not qualify as a "reorganization" within the meaning of Section 368(a) of the Code, a U.S. holder of Norfolk Southern common stock that exchanges such shares of Norfolk Southern common stock for Union Pacific common stock and cash pursuant to the first merger generally would recognize gain or loss in an amount equal to the difference, if any, between (i) the sum of the cash and the fair market value of the Union Pacific common stock received by such U.S. holder and (ii) such U.S. holder's adjusted tax basis in the Norfolk Southern common stock exchanged therefor.

Holders of Norfolk Southern common stock should consult with their tax advisors to determine the particular U.S. federal, state, local, or non-U.S. income or other tax consequences of the mergers to them. For a more complete description of the U.S. federal income tax consequences of the mergers, see "*The Mergers-U.S. Federal Income Tax Consequences*."

Q: How can I obtain additional information about Union Pacific and Norfolk Southern?

A: Union Pacific and Norfolk Southern each file annual, quarterly, and current reports, proxy statements, and other information with the SEC. Each company's filings with the SEC may be accessed on the internet at *www.sec.gov*. Copies of the documents filed by Union Pacific with the SEC will be available free of charge on Union Pacific's website at *investor.unionpacific.com*. Copies of the documents filed by Norfolk Southern with the SEC will be available free of charge on Norfolk Southern's website at *norfolksouthern.investorroom.com*. The information provided on each company's website is not part of this joint proxy statement/prospectus and is not incorporated by reference into this joint proxy statement/prospectus. For a more detailed description of the information available and information incorporated by reference, please see "*Where You Can Find More Information*" on page 206.

Q: Who can answer my questions?

A: If you have any questions about the merger agreement, the mergers, the share issuance, or the other matters to be voted on at the Union Pacific special meeting or the Norfolk Southern special meeting, or questions about how to submit your proxy, or if you need additional copies of this joint proxy statement/prospectus, the enclosed proxy card, or voting instructions, you should contact Union Pacific's and Norfolk Southern's respective proxy solicitors, as follows:

For Union Pacific Shareholders:
Sodali & Co
430 Park Avenue, 14th Floor,
New York, NY 10022
Shareholders may call toll-free: +1 (800) 662-5200
Banks and Brokers may call collect: +1 (203) 658-9400

For Norfolk Southern Shareholders:
Innisfree M&A Incorporated
501 Madison Avenue, 20th Floor
New York, NY 10022
Shareholders may call toll free: +1 (877) 750-8198
Banks and Brokers may call collect: +1 (212) 750-5833

SUMMARY

This summary highlights selected information contained in this joint proxy statement/prospectus and does not contain all the information that may be important to you. Union Pacific and Norfolk Southern urge you to read carefully this joint proxy statement/prospectus in its entirety, including the annexes. Additional, important information, which Union Pacific and Norfolk Southern also urge you to read, is contained in the documents incorporated by reference into this joint proxy statement/prospectus. See "*Where You Can Find More Information*."

Risk Factors (page 55)

You should also carefully consider the risks that are described in "*Risk Factors*" beginning on page 55.

Information about the Parties to the Transaction (page 69)

Union Pacific

Union Pacific Corporation, a Utah corporation, is one of America's most recognized companies and connects 23 states in the western two-thirds of the country by rail, providing a critical link in the global supply chain. Union Pacific's diversified business mix includes bulk, industrial, and premium. Union Pacific serves many of the fastest-growing U.S. population centers, operates from all major West Coast and Gulf Coast ports to eastern gateways, connects with Canada's rail systems, and is the only railroad serving all six major Mexico gateways. Union Pacific provides value to its customers by delivering products in a safe, reliable, fuel-efficient, and environmentally responsible manner. Union Pacific common stock is listed on the NYSE under the ticker symbol "UNP."

Union Pacific's principal executive office is located at 1400 Douglas Street, Omaha, Nebraska 68179, and its telephone number is (402) 544-5000. Its website is located at *www.up.com*. Information contained on Union Pacific's website does not constitute part of this joint proxy statement/prospectus.

Norfolk Southern

Norfolk Southern Corporation, a Virginia corporation, is one of the nation's premier transportation companies, moving goods and materials that help drive the U.S. economy. Norfolk Southern connects customers to markets and communities to economic opportunity with safe, reliable, and cost-effective shipping solutions. Its Norfolk Southern Railway Company subsidiary operates in twenty-two (22) states and the District of Columbia. Norfolk Southern is a major transporter of industrial products, including agriculture, forest, and consumer products, chemicals, and metals and construction materials. In addition, in the East, it serves every major container port and operates the most extensive intermodal network. Norfolk Southern is also a principal carrier of coal, automobiles, and automotive parts. Norfolk Southern's stock is publicly traded on the NYSE under the ticker symbol "NSC."

Norfolk Southern's principal executive office is located at 650 West Peachtree Street, NW, Atlanta, Georgia 30308, and its telephone number is (855) 667-3655. Its website is located at *www.norfolksouthern.com*. Information contained on Norfolk Southern's website does not constitute part of this joint proxy statement/prospectus.

Merger Sub 1

Ruby Merger Sub 1 Corporation, a Virginia corporation and a direct, wholly owned subsidiary of Union Pacific, was formed solely for the purpose of facilitating the transactions contemplated by the merger agreement. Merger

Sub 1 has not conducted any activities other than those incidental to its formation and the matters contemplated by the merger agreement. At the first effective time, Merger Sub 1 will merge with and into Norfolk Southern, with Norfolk Southern surviving the first merger as a direct, wholly owned subsidiary of Union Pacific. The principal executive offices of Merger Sub 1 are located at 1400 Douglas Street, Omaha, Nebraska 68179. The telephone number at that address is (402) 544-5000.

Merger Sub 2

Ruby Merger Sub 2 LLC, a Virginia limited liability company and a direct, wholly owned subsidiary of Union Pacific, was formed solely for the purpose of facilitating the transactions contemplated by the merger agreement. Merger Sub 2 has not conducted any activities other than those incidental to its formation and the matters contemplated by the merger agreement. Immediately after the first merger, Norfolk Southern will merge with and into Merger Sub 2, with Merger Sub 2 surviving the second merger as a direct, wholly owned subsidiary of Union Pacific. The principal executive offices of Merger Sub 2 are located at 1400 Douglas Street, Omaha, Nebraska 68179. The telephone number at that address is (402) 544-5000.

The Union Pacific Special Meeting (page 70)

Meeting. The Union Pacific special meeting will be held virtually at [ ] Central Time, on [ ], 2025 (unless it is adjourned or postponed to a later date), exclusively via live audio webcast at *www.virtualshareholdermeeting.com/UNP2025SM*, for the following purposes:

- to consider and vote on the share issuance proposal; and
- to consider and vote on the Union Pacific adjournment proposal.

Union Pacific Record Date; Outstanding Shares; Shareholders Entitled to Vote. The Union Pacific record date is [ ]. Only holders of Union Pacific common stock as of the close of business on the Union Pacific record date are entitled to notice of, and to vote at, the Union Pacific special meeting, unless a new record date is set in connection with any adjournment or postponement of the Union Pacific special meeting. As of the Union Pacific record date, there were [ ] issued and outstanding shares of Union Pacific common stock. Each Union Pacific shareholder entitled to vote at the Union Pacific special meeting is entitled to one (1) vote per share at the Union Pacific special meeting. As of the Union Pacific record date, the issued and outstanding Union Pacific common stock was held by approximately [ ] shareholders of record.

Quorum. The Union Pacific by-laws require that there be a quorum at the Union Pacific special meeting in order for Union Pacific to hold a vote on the share issuance proposal. A quorum at the Union Pacific special meeting is the presence, in person or represented by proxy, of a majority of the votes entitled to be cast on the matter. An abstention from voting will be deemed present at the Union Pacific special meeting for the purpose of determining the presence of a quorum. Shares of Union Pacific common stock held in "street name" (through a bank, broker, nominee, trustee, or other record holder) with respect to which the beneficial owner fails to give voting instructions to the bank, broker, nominee, trustee, or other record holder, and shares of Union Pacific common stock with respect to which the beneficial owner otherwise fails to vote, will not be deemed present at the Union Pacific special meeting for the purpose of determining the presence of a quorum. Failure of a quorum at the Union Pacific special meeting may result in an adjournment of the Union Pacific special meeting and may subject Union Pacific to additional costs and expenses.

Required Vote. Assuming a quorum is present at the Union Pacific special meeting, approval of the share issuance proposal requires the affirmative vote of the majority of the votes cast and entitled to vote thereon at the Union Pacific special meeting. **Union Pacific cannot complete the share issuance or the mergers unless the share issuance proposal is approved at the Union Pacific special meeting (or at any adjournment or**

postponement thereof). For purposes of the share issuance proposal, "votes cast" means votes "**FOR**" or "**AGAINST**." As a result, assuming a quorum is present, abstention from voting on the share issuance proposal, the failure of a Union Pacific shareholder who holds his, her, or its shares in "street name" through a bank, broker, nominee, trustee, or other record holder to give voting instructions to that bank, broker, nominee, trustee, or other record holder, or any other failure of a Union Pacific shareholder to vote, will have no effect on the outcome of the share issuance proposal because these failures to vote are not considered "votes cast."

Whether or not a quorum is present, approval of the Union Pacific adjournment proposal requires the affirmative vote of a majority of the votes cast and entitled to vote thereon at the Union Pacific special meeting. For purposes of the Union Pacific adjournment proposal, "votes cast" means votes "**FOR**" or "**AGAINST**." As a result, abstention from voting on the Union Pacific adjournment proposal, the failure of a Union Pacific shareholder who holds his, her, or its shares in "street name" through a bank, broker, nominee, trustee, or other record holder to give voting instructions to that bank, broker, nominee, trustee, or other record holder, or any other failure of a Union Pacific shareholder to vote, will have no effect on the outcome of the Union Pacific adjournment proposal.

Stock Ownership of and Voting by Union Pacific Directors and Executive Officers. As of the Union Pacific record date, Union Pacific's directors and executive officers and their affiliates beneficially owned in the aggregate [ ] shares of Union Pacific common stock entitled to vote at the Union Pacific special meeting, which represents approximately [ ]% of the shares of Union Pacific common stock entitled to vote at the Union Pacific special meeting.

Each of Union Pacific's directors and executive officers is expected, as of the date of this joint proxy statement/prospectus, to vote his, her, or its shares of Union Pacific common stock "**FOR**" the share issuance proposal and "**FOR**" the Union Pacific adjournment proposal, although none of Union Pacific's directors and executive officers have entered into any agreement requiring them to do so.

For more information regarding the Union Pacific special meeting, see "*The Union Pacific Special Meeting*" beginning on page 70.

The Norfolk Southern Special Meeting (page 75)

Meeting. The Norfolk Southern special meeting will be held virtually at [ ] a.m., Eastern Time, on [ ], 2025 (unless it is adjourned or postponed to a later date), exclusively via live audio webcast at *www.virtualshareholdermeeting.com/NSC2025SM*, for the following purposes:

- to consider and vote on the merger agreement proposal;
- to consider and vote on the merger-related compensation proposal; and
- to consider and vote on the Norfolk Southern adjournment proposal.

Norfolk Southern Record Date; Outstanding Shares; Shareholders Entitled to Vote. The Norfolk Southern record date is [ ], 2025. Only holders of record of Norfolk Southern common stock as of the close of business on the Norfolk Southern record date are entitled to notice of, and to vote at, the Norfolk Southern special meeting, unless a new record date is set in connection with any adjournment or postponement of the Norfolk Southern special meeting. As of the Norfolk Southern record date, there were [ ] issued and outstanding shares of Norfolk Southern common stock. At the Norfolk Southern special meeting, each Norfolk Southern shareholder entitled to vote at the Norfolk Southern special meeting is entitled to one (1) vote per share of Norfolk Southern common stock held by such shareholder. As of the Norfolk Southern record date, the issued and outstanding Norfolk Southern common stock was held by approximately [ ] shareholders of record.

Quorum. The Norfolk Southern bylaws require that there be a quorum at the Norfolk Southern special meeting in order for Norfolk Southern to hold a vote on the merger agreement proposal or the merger-related compensation proposal. A quorum at the Norfolk Southern special meeting is the presence, in person or represented by proxy,

of a majority of the shares of Norfolk Southern common stock entitled to vote at the Norfolk Southern special meeting. An abstention from voting will be deemed present at the Norfolk Southern special meeting for the purpose of determining the presence of a quorum. Shares of Norfolk Southern common stock held in "street name" through a bank, broker, nominee, trustee, or other record holder with respect to which the beneficial owner fails to give voting instructions to the bank, broker, nominee, trustee, or other record holder, and shares of Norfolk Southern common stock with respect to which the beneficial owner otherwise fails to vote, will not be deemed present at the Norfolk Southern special meeting for the purpose of determining the presence of a quorum. Failure of a quorum at the Norfolk Southern special meeting may result in an adjournment of the Norfolk Southern special meeting and may subject Norfolk Southern to additional costs and expenses.

Required Vote. Assuming a quorum is present at the Norfolk Southern special meeting, approval of the merger agreement proposal requires the affirmative vote of a majority of the votes cast and entitled to vote thereon at the Norfolk Southern special meeting. Norfolk Southern cannot complete the mergers unless the merger agreement proposal is approved at the Norfolk Southern special meeting (or at any adjournment or postponement thereof). For purposes of the merger agreement proposal, "votes cast" means votes "**FOR**" or "**AGAINST**." As a result, assuming a quorum is present, abstention from voting on the merger agreement proposal, the failure of a Norfolk Southern shareholder who holds his, her, or its shares in "street name" through a bank, broker, nominee, trustee, or other record holder to give voting instructions to that bank, broker, nominee, trustee, or other record holder, or any other failure of a Norfolk Southern shareholder to vote, will have no effect on the outcome of the merger agreement proposal because these failures to vote are not considered "votes cast."

Assuming a quorum is present at the Norfolk Southern special meeting, approval of the merger-related compensation proposal requires the affirmative vote of the majority of the votes cast and entitled to vote thereon at the Norfolk Southern special meeting. For purposes of the merger-related compensation proposal, "votes cast" means votes "**FOR**" or "**AGAINST**." As a result, assuming a quorum is present, abstention from voting on the merger-related compensation proposal, the failure of a Norfolk Southern shareholder who holds his, her, or its shares in "street name" through a bank, broker, nominee, trustee, or other record holder to give voting instructions to that bank, broker, nominee, trustee, or other record holder, or any other failure of a Norfolk Southern shareholder to vote, will have no effect on the outcome of the merger-related compensation proposal because these failures to vote are not considered "votes cast."

Whether or not a quorum is present, approval of the Norfolk Southern adjournment proposal requires the affirmative vote of a majority of the votes cast and entitled to vote thereon at the Norfolk Southern special meeting. For purposes of the Norfolk Southern adjournment proposal, "votes cast" means votes "**FOR**" or "**AGAINST**." As a result, whether or not a quorum is present, abstention from voting on the Norfolk Southern adjournment proposal, the failure of a Norfolk Southern shareholder who holds his, her, or its shares in "street name" through a bank, broker, nominee, trustee, or other record holder to give voting instructions to that bank, broker, nominee, trustee, or other record holder, or any other failure of a Norfolk Southern shareholder to vote, will have no effect on the outcome of the Norfolk Southern adjournment proposal.

Stock Ownership of and Voting by Norfolk Southern Directors and Executive Officers. As of the Norfolk Southern record date, Norfolk Southern's directors and executive officers and their affiliates beneficially owned in the aggregate [ ] shares of Norfolk Southern common stock entitled to vote at the Norfolk Southern special meeting, which represents less than [1]% of the shares of Norfolk Southern common stock entitled to vote at the Norfolk Southern special meeting.

Each of Norfolk Southern's directors and executive officers is expected, as of the date of this joint proxy statement/prospectus, to vote his, her, or its shares of Norfolk Southern common stock "**FOR**" the merger agreement proposal, "**FOR**" the merger-related compensation proposal, and "**FOR**" the Norfolk Southern

adjournment proposal, although none of Norfolk Southern's directors and executive officers have entered into any agreement requiring them to do so.

For more information regarding the Norfolk Southern special meeting, see "*The Norfolk Southern Special Meeting*" beginning on page 75.

The Mergers; Merger Consideration; Treatment of Stock-Based Awards (page 80)

The Mergers

On July 28, 2025, Union Pacific, Norfolk Southern, Merger Sub 1, and Merger Sub 2, entered into the merger agreement. Pursuant to the terms of the merger agreement, and subject to the satisfaction or waiver of the conditions specified therein, (i) Merger Sub 1 will merge with and into Norfolk Southern, with Norfolk Southern surviving the first merger as a direct, wholly owned subsidiary of Union Pacific, and (ii) immediately thereafter, Norfolk Southern will merge with and into Merger Sub 2, with Merger Sub 2 surviving the second merger as a direct, wholly owned subsidiary of Union Pacific.

Merger Consideration

At the first effective time, each share of Norfolk Southern common stock issued and outstanding immediately prior to the first effective time, except for shares held by Union Pacific or Norfolk Southern, or their direct or indirect subsidiaries (other than, with respect to shares held by Union Pacific, Norfolk Southern, Merger Sub 1, or Merger Sub 2, shares held on behalf of third parties), will be converted automatically into the right to receive (i) one (1) validly issued, fully paid, and nonassessable share of Union Pacific common stock and (ii) $88.82 in cash, without interest.

No fractional shares of Union Pacific common stock will be issued in connection with the first merger, and Norfolk Southern shareholders will receive cash in lieu of any fractional shares of Union Pacific common stock to which they otherwise would have been entitled. Union Pacific shareholders will continue to own their existing shares of Union Pacific common stock, the form of which will not be changed by the transaction.

Union Pacific common stock is listed on the NYSE under the symbol "UNP," and Norfolk Southern common stock is listed on the NYSE under symbol "NSC." The following table shows certain closing stock prices of Union Pacific common stock and Norfolk Southern common stock as reported on the NYSE, and the implied value of the merger consideration to be issued in exchange for each share of Norfolk Southern common stock, which was calculated by multiplying the closing price of Union Pacific common stock on those dates by the exchange ratio of one (1) and adding the $88.82 in cash consideration, rounded to the nearest cent.

	Union Pacific common stock	Norfolk Southern common stock	Implied value of one (1) share of Norfolk Southern common stock
July 16, 2025 [a]	$ 231.18	$ 260.32	$ 320.00
July 28, 2025 [b]	229.24	286.42	318.06
September 9, 2025 [c]	216.05	273.45	304.87

[a] The last trading day before press speculation that Union Pacific was pursuing a potential acquisition of Norfolk Southern.
[b] The last trading day before the public announcement of the merger agreement.
[c] The last practicable trading day before the date of this joint proxy statement/prospectus.

Treatment of Union Pacific Equity Awards

The mergers are not expected to affect Union Pacific's stock options or other stock-based awards. It is expected that all such awards will remain outstanding subject to the same terms and conditions that are applicable to such stock options or other stock-based awards prior to the mergers.

Treatment of Norfolk Southern Equity Awards

Norfolk Southern Options

Each Norfolk Southern option that is outstanding immediately prior to the first effective time will, as of the first effective time, automatically and without any action on the part of the holder thereof, be assumed and converted into (or canceled and replaced by) an option to purchase shares of Union Pacific common stock (i) with respect to a number of shares of Union Pacific common stock equal to the product of (a) the number of shares of Norfolk Southern common stock subject to the corresponding Norfolk Southern option immediately prior to the first effective time multiplied by (b) the equity award exchange ratio (rounded down to the nearest whole number of shares), and (ii) with a per share exercise price that is equal to the quotient of (a) the exercise price per share of Norfolk Southern common stock of the corresponding Norfolk Southern option immediately prior to the first effective time divided by (b) the equity award exchange ratio (rounded up to the nearest cent), with the same terms and conditions that applied to the corresponding Norfolk Southern option immediately prior to the first effective time (including, without limitation, payment of quarterly dividend equivalents).

Norfolk Southern RSUs

Each Norfolk Southern RSU that is outstanding as of immediately prior to the first effective time will, as of the first effective time, automatically and without any action on the part of the holder thereof (i) if such Norfolk Southern RSU is or becomes vested at the first effective time pursuant to its terms as in effect as of the date of the merger agreement, be canceled and converted into the right to receive an amount in cash (without interest) equal to the merger consideration value multiplied by the total number of shares of Norfolk Southern common stock subject to such Norfolk Southern RSU immediately prior to the first effective time, or (ii) if such Norfolk Southern RSU is not covered by clause (i), be assumed and converted into (or canceled and replaced by) a Union Pacific stock unit award relating to a number of shares of Union Pacific common stock equal to the product, rounded to the nearest whole number of shares, of (a) the number of shares of Norfolk Southern common stock subject to such Norfolk Southern RSU immediately prior to the first effective time, and (b) the equity award exchange ratio, with the same terms and conditions that applied to such Norfolk Southern RSU immediately prior to the first effective time (including, without limitation, payment of quarterly dividend equivalents).

Norfolk Southern PSUs

Each Norfolk Southern PSU that is outstanding as of immediately prior to the first effective time will, as of the first effective time, automatically and without any action on the part of the holder thereof, be assumed and converted into (or canceled and replaced by) a Union Pacific stock unit award relating to a number of shares of Union Pacific common stock equal to the product, rounded to the nearest whole number of shares, of (i) the number of shares of Norfolk Southern common stock subject to such Norfolk Southern PSU immediately prior to the first effective time (with such number of shares of Norfolk Southern common stock determined based upon the greater of (a) the target level of performance and (b) the actual level of performance calculated as of the latest practicable date prior to the first effective time as determined reasonably and in good faith by the compensation and talent management committee of the Norfolk Southern board), and (ii) the equity award exchange ratio, with the same terms and conditions (including service-based vesting conditions but excluding performance-based vesting conditions) that applied to such Norfolk Southern PSU immediately prior to the first effective time.

Norfolk Southern Phantom Stock Units

Each Norfolk Southern phantom stock unit that is outstanding as of immediately prior to the first effective time will, at the first effective time, automatically and without any action on the part of the holder thereof, be canceled and converted into the right to receive an amount in cash (without interest) equal to the merger consideration value multiplied by the total number of shares of Norfolk Southern common stock relating to such Norfolk Southern phantom stock unit immediately prior to the first effective time.

For a description of the treatment of Norfolk Southern equity awards in connection with the mergers, see "*The Merger Agreement-Treatment of Norfolk Southern Equity Awards*."

Union Pacific's Reasons for the Mergers; Recommendation of the Union Pacific Board of Directors (page 93)

After careful consideration, on July 28, 2025, the Union Pacific board unanimously (i) approved and declared advisable the merger agreement and the consummation of the transactions contemplated by the merger agreement, including the mergers and the share issuance, and (ii) directed that the share issuance proposal and the Union Pacific adjournment proposal be submitted to the Union Pacific shareholders for approval at the Union Pacific special meeting. The Union Pacific board recommends that Union Pacific shareholders vote "**FOR**" the share issuance proposal and "**FOR**" the Union Pacific adjournment proposal.

For a summary of the factors considered by the Union Pacific board in reaching its decision to approve the merger agreement and the consummation of the transactions contemplated by the merger agreement, including the mergers and the share issuance, see "*The Mergers-Union Pacific's Reasons for the Mergers; Recommendation of the Union Pacific Board of Directors*."

Norfolk Southern's Board's Recommendations and Its Reasons for the Transaction (page 100)

After careful consideration, the Norfolk Southern board unanimously (i) determined that it is in the best interests of Norfolk Southern and its shareholders, and declared it advisable, to enter into the merger agreement, (ii) approved the execution, delivery, and performance of the merger agreement and the consummation of the transactions contemplated thereby, including the mergers, (iii) adopted the merger agreement, and (iv) resolved to recommend that the shareholders of Norfolk Southern approve the merger agreement and directed that such matter be submitted for consideration of the shareholders of Norfolk Southern at the Norfolk Southern special meeting.

The Norfolk Southern board unanimously recommends that Norfolk Southern shareholders vote "**FOR**" the merger agreement proposal, "**FOR**" the merger-related compensation proposal, and "**FOR**" the Norfolk Southern adjournment proposal. For a summary of the factors considered by the Norfolk Southern board in reaching its decision to approve the merger agreement and the consummation of the transactions contemplated by the merger agreement, including the mergers, see "*The Mergers-Norfolk Southern Board's Recommendations and Its Reasons for the Transaction*."

Opinions of Financial Advisors

Opinions of Union Pacific's Financial Advisors (page 112)

Opinion of Morgan Stanley

The Union Pacific board retained Morgan Stanley to provide it with financial advisory services in connection with a possible acquisition, merger, or similar business combination, and, if requested by the Union Pacific

board, a financial opinion with respect thereto. Union Pacific selected Morgan Stanley to act as its financial advisor based on Morgan Stanley's qualifications, expertise, and reputation and its knowledge of the financial services industry, market, and regulatory environment and business and affairs of Union Pacific. Morgan Stanley rendered to the Union Pacific board, at its special meeting on July 28, 2025, its oral opinion, subsequently confirmed by delivery of a written opinion dated July 28, 2025, that, as of that date, and based upon and subject to the assumptions made, procedures followed, matters considered, and qualifications and limitations on the scope of review undertaken by Morgan Stanley as set forth therein, the merger consideration was fair, from a financial point of view, to Union Pacific.

The full text of the written opinion of Morgan Stanley, dated July 28, 2025, is attached as Annex B and incorporated by reference into this joint proxy statement/prospectus. The opinion sets forth, among other things, the assumptions made, procedures followed, matters considered, and qualifications and limitations on the scope of review undertaken by Morgan Stanley in rendering its opinion. Shareholders are urged to, and should, read the opinion carefully and in its entirety. Morgan Stanley's opinion is directed to the Union Pacific board and addresses only the fairness, from a financial point of view, to Union Pacific of the merger consideration as of the date of the opinion. Morgan Stanley's opinion does not address any other aspect of the transactions contemplated by the merger agreement and does not constitute a recommendation to shareholders of Union Pacific or Norfolk Southern as to how to act or vote in connection with the mergers or any other matter or whether to take any other action with respect to the mergers. The summary of Morgan Stanley's opinion set forth in this joint proxy statement/prospectus is qualified in its entirety by reference to the full text of the opinion. In addition, the opinion does not in any manner address the price at which Union Pacific common stock will trade following the consummation of the mergers or at any time.

For more information regarding the opinion of Morgan Stanley, see "*Opinions of Union Pacific's Financial Advisors-Opinion of Morgan Stanley & Co. LLC*" beginning on page 112 and the full text of the written opinion of Morgan Stanley attached as Annex B to this joint proxy statement/prospectus.

Opinion of Wells Fargo

The Union Pacific board retained Wells Fargo to provide it with financial advisory services in connection with a possible acquisition, merger, or similar business combination, and, if requested by the Union Pacific board, a financial opinion with respect thereto. Union Pacific selected Wells Fargo to act as its financial advisor based on Wells Fargo's qualifications, expertise, and reputation and its knowledge of the financial services industry, market, and regulatory environment and business and affairs of Union Pacific. Wells Fargo rendered to the Union Pacific board, at its special meeting on July 28, 2025, its oral opinion, subsequently confirmed by delivery of a written opinion dated July 28, 2025, that, as of that date, and based upon and subject to the assumptions made, procedures followed, matters considered, and qualifications and limitations on the review undertaken by Wells Fargo as set forth therein, the merger consideration was fair, from a financial point of view, to Union Pacific.

The full text of the written opinion of Wells Fargo, dated July 28, 2025, is attached as Annex C and incorporated by reference into this joint proxy statement/prospectus. The opinion sets forth, among other things, the assumptions made, procedures followed, matters considered, and qualifications and limitations on the review undertaken by Wells Fargo in rendering its opinion. Shareholders are urged to, and should, read the opinion carefully and in its entirety. Wells Fargo's opinion is directed to the Union Pacific board and addresses only the fairness, from a financial point of view, to Union Pacific of the merger consideration as of the date of the opinion. Wells Fargo's opinion does not address any other aspect of the transactions contemplated by the merger agreement and does not constitute a recommendation to shareholders of Union Pacific or Norfolk Southern as to how to act or vote in connection with the mergers or any other matter or whether to take any other action with respect to the mergers. The summary of

Wells Fargo's opinion set forth in this joint proxy statement/prospectus is qualified in its entirety by reference to the full text of the opinion. In addition, the opinion does not in any manner address the price at which Union Pacific common stock will trade following the consummation of the mergers or at any time.

For more information regarding the opinion of Wells Fargo, see *"Opinions of Union Pacific's Financial Advisors-Opinion of Wells Fargo Securities, LLC"* beginning on page 125 and the full text of the written opinion of Wells Fargo attached as Annex C to this joint proxy statement/prospectus.

Opinion of Norfolk Southern's Financial Advisor (page 135)

In connection with the mergers, BofA, Norfolk Southern's financial advisor, delivered to the Norfolk Southern board a written opinion, dated July 28, 2025, as to the fairness, from a financial point of view and as of the date of the opinion, of the merger consideration to be received by holders of Norfolk Southern common stock (other than the canceled shares and the converted shares) in the mergers. The full text of the written opinion, dated July 28, 2025, of BofA, which describes, among other things, the assumptions made, procedures followed, factors considered and limitations on the review undertaken, is attached as Annex D to this joint proxy statement/prospectus and is incorporated by reference herein in its entirety. **BofA provided its opinion to the Norfolk Southern board (in its capacity as such) for the benefit and use of the Norfolk Southern board in connection with and for purposes of its evaluation of the merger consideration from a financial point of view. BofA's opinion does not address any other aspect of the mergers and no opinion or view was expressed as to the relative merits of the mergers in comparison to other strategies or transactions that might be available to Norfolk Southern or in which Norfolk Southern might engage or as to the underlying business decision of Norfolk Southern to proceed with or effect the mergers. BofA's opinion does not constitute a recommendation to any shareholder as to how to vote or act in connection with the proposed mergers or any related matter.**

For more information regarding the opinion of BofA, see *"Opinion of Norfolk Southern's Financial Advisor-Opinion of BofA Securities, Inc."* beginning on page 135 and the full text of the written opinion of BofA attached as Annex D to this joint proxy statement/prospectus.

Governance of Union Pacific After the Mergers (page 145)

Board of Directors. At the first effective time, the parties will take all actions to designate and appoint three (3) directors of Norfolk Southern, to become members of the Union Pacific board. The designees will be determined by the Union Pacific board, except that the designees will include Mark R. George, the current President and Chief Executive Officer of Norfolk Southern, and Richard H. Anderson, the current Chairman of the Norfolk Southern board, in each case, so long as each is qualified, and willing and suitable to serve as a director under all applicable corporate governance policies and guidelines as reviewed and determined reasonably and in good faith by the Corporate Governance, Nominating and Sustainability Committee of the Union Pacific board.

Interests of Directors and Executive Officers in the Mergers (page 145)

Interests of Union Pacific Directors and Executive Officers in the Mergers

Union Pacific shareholders should be aware that Union Pacific's directors and executive officers have interests in the mergers that may be different from, or in addition to, those of Union Pacific shareholders generally. The Union Pacific board was aware of these interests and considered them, among other matters, in approving the merger agreement and making its recommendation that the Union Pacific shareholders vote **"FOR"** the share issuance proposal.

For more information regarding the interests of Union Pacific's directors and executive officers in the mergers, see "*The Mergers-Interests of Directors and Executive Officers in the Mergers-Interests of Union Pacific Directors and Executive Officers in the Mergers*."

Interests of Norfolk Southern Directors and Executive Officers in the Mergers

In considering the recommendation of the Norfolk Southern board to approve the merger agreement and the transactions contemplated thereby, including the mergers, Norfolk Southern shareholders should be aware that Norfolk Southern's directors and executive officers have interests in the mergers that may be different from, or in addition to, the interests of Norfolk Southern shareholders generally, including treatment of outstanding Norfolk Southern equity awards in connection with the transactions contemplated by the merger agreement, potential severance benefits, potential transaction bonuses, and rights to ongoing indemnification and insurance coverage. The Norfolk Southern board was aware of these interests and considered them, among other matters, in evaluating and negotiating the merger agreement and in reaching its decision to (i) determine that it is in the best interests of Norfolk Southern and its shareholders, and declare it advisable, to enter into the merger agreement, (ii) approve the execution, delivery, and performance of the merger agreement and the consummation of the transactions contemplated by the merger agreement, including the mergers, (iii) adopt the merger agreement, and (iv) direct that the merger agreement proposal, the merger-related compensation proposal, and the Norfolk Southern adjournment proposal be submitted to the Norfolk Southern shareholders for approval at the Norfolk Southern special meeting.

These interests are discussed in more detail in "*The Mergers-Interests of Directors and Executive Officers in the Mergers-Interests of Norfolk Southern Directors and Executive Officers in the Mergers*."

Accounting Treatment of the Mergers (page 152)

The mergers, if they occur, will be accounted for as a purchase of Norfolk Southern by Union Pacific under the acquisition method of accounting in accordance with GAAP.

For more information regarding the accounting treatment, see "*The Mergers-Accounting Treatment of the Mergers*."

Reasonable Best Efforts; Regulatory Filings and Other Actions (page 152)

The obligations of Union Pacific and Norfolk Southern to complete the mergers are subject to, among other conditions, STB approval and CNA approval. The parties also agreed to file any and all notification and report forms with the FCC and take all other actions necessary to cause the expiration or termination of any applicable waiting periods under applicable law. For more information about regulatory approvals relating to the transactions, see "*The Mergers-Regulatory Approvals Required for the Mergers*," "*The Merger Agreement-Covenants and Agreements-Reasonable Best Efforts; Regulatory Filings and Other Actions*," and "*The Merger Agreement--Conditions to the Completion of the Mergers*."

Subject to certain limitations provided for in the merger agreement, each of Union Pacific and Norfolk Southern has agreed to use reasonable best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper, or advisable under applicable laws to cause the conditions to closing set forth in the merger agreement to be satisfied and to consummate and make effective the mergers and the other transactions contemplated by the merger agreement prior to January 28, 2028 (which is referred to as the end date), including: the obtaining of all necessary actions or nonactions, authorizations, permits, waivers, consents, clearances, approvals, and expirations or terminations of waiting periods from governmental entities and the making of all necessary registrations, notices, applications, reports, and other filings and the taking of all steps as may be necessary, proper, or advisable to obtain an approval, clearance, or waiver from, or to avoid, an action or

proceeding by, any governmental entity; the obtaining of all necessary consents from third parties; and the defending of any actions, lawsuits, or other legal proceedings challenging the consummation of the mergers and the other transactions contemplated by the merger agreement, or seeking to prohibit or delay the closing.

Treatment of Norfolk Southern's Existing Debt; Financing (page 154)

There is no financing condition to the mergers.

In connection with the mergers, the parties intend to repay in full and terminate Norfolk Southern's existing revolving credit facility, commercial paper program, and receivables securitization facility.

Union Pacific has agreed to use reasonable best efforts to do all things necessary to obtain at or before the closing, funds sufficient for the payment of the cash consideration and any fees and expenses of or payable by Union Pacific, Merger Sub 1, Merger Sub 2, or Union Pacific's other affiliates on the closing date, and for any repayment or refinancing on the closing date of any outstanding indebtedness of Norfolk Southern and/or its subsidiaries contemplated by, or undertaken in connection with the transactions described in, the merger agreement.

Subject to the limitations set forth in the merger agreement, Norfolk Southern has agreed to, and to cause its subsidiaries to, use reasonable best efforts to provide customary cooperation to the extent reasonably requested by Union Pacific in connection with the offering, arrangement, syndication, consummation, issuance, or sale of any debt financing required to fund the transactions described in the preceding paragraph.

For further information regarding the financing of the transactions, see "*The Mergers-Treatment of Norfolk Southern's Existing Debt; Financing*" and "*The Merger Agreement-Covenants and Agreements-Financing*."

No Appraisal or Dissenters' Rights in the Mergers (page 154)

Under Utah law, Union Pacific shareholders will not be entitled to any appraisal rights in connection with the first merger, the second merger, or any other transactions described in this joint proxy statement/prospectus.

Under Virginia law, Norfolk Southern shareholders will not be entitled to any appraisal rights in connection with the first merger, the second merger, or any other transactions described in this joint proxy statement/prospectus.

NYSE Listing of Union Pacific Common Stock; Delisting and Deregistration of Norfolk Southern Common Stock (page 154)

It is a condition to the consummation of the mergers that the shares of Union Pacific common stock to be issued to Norfolk Southern shareholders in the first merger be approved for listing on the NYSE, subject to official notice of issuance. If the first merger is completed, Norfolk Southern common stock will be delisted from the NYSE and deregistered under the Exchange Act.

Expected Timing of the Mergers (page 155)

Union Pacific and Norfolk Southern currently expect the mergers to be completed by early 2027, subject to the satisfaction or waiver of customary closing conditions, including among others: (i) the approval of the merger agreement proposal by Norfolk Southern shareholders, (ii) the approval of the share issuance proposal by Union Pacific shareholders, (iii) the receipt of the requisite regulatory approvals, which are the STB approval and CNA approval (and in the case of Union Pacific's obligation to consummate the mergers, without resulting in the imposition of certain "materially burdensome regulatory conditions" as specified in the merger agreement), and (iv) the absence of any injunction or order by any court or other governmental entity prohibiting or making illegal the mergers (and in the case of Union Pacific's obligation to consummate the mergers, without resulting in the imposition of certain "materially burdensome regulatory conditions" as specified in the merger agreement).

However, Union Pacific and Norfolk Southern cannot predict the actual date on which the mergers will be completed because completion is subject to conditions beyond their control and it is possible that such conditions could result in the mergers being completed earlier or later or not being completed at all. See "*The Mergers-Regulatory Approvals Required for the Mergers*" and "*The Merger Agreement-Conditions to the Mergers*."

U.S. Federal Income Tax Consequences of the Mergers (page 155)

Union Pacific and Norfolk Southern intend for the mergers, taken together, to qualify as a "reorganization" within the meaning of Section 368(a) of the Code for U.S. federal income tax purposes, and Union Pacific and Norfolk Southern intend to report the mergers consistent with such qualification. Assuming the mergers so qualify, a U.S. holder (as defined in "*The Mergers-U.S. Federal Income Tax Consequences*") of Norfolk Southern common stock that receives shares of Union Pacific common stock and cash in exchange for shares of Norfolk Southern common stock pursuant to the first merger generally will recognize gain (but not loss) in an amount equal to the lesser of (i) the amount, if any, by which the sum of the cash and the fair market value of the Union Pacific common stock received by such U.S. holder in the first merger exceeds such U.S. holder's adjusted tax basis in such U.S. holder's Norfolk Southern common stock exchanged therefor and (ii) the amount of cash received by such U.S. holder. However, it is not a condition to Union Pacific's obligation or Norfolk Southern's obligation to complete the transactions that the mergers, taken together, qualify as a "reorganization" or that Norfolk Southern or Union Pacific receive an opinion from counsel to that effect.

Union Pacific and Norfolk Southern have not sought and will not seek any ruling from the U.S. Internal Revenue Service regarding any matters relating to the transactions and, as a result, there can be no assurance that the U.S. Internal Revenue Service would not assert that the mergers, taken together, do not qualify as a "reorganization," or that a court would not sustain such a position.

If the U.S. Internal Revenue Service or a court were to determine that the mergers, taken together, do not qualify as a "reorganization" within the meaning of Section 368(a) of the Code, a U.S. holder of Norfolk Southern common stock that exchanges such shares of Norfolk Southern common stock for Union Pacific common stock and cash pursuant to the first merger generally would recognize gain or loss in an amount equal to the difference, if any, between (i) the sum of the cash and the fair market value of the Union Pacific common stock received by such U.S. holder and (ii) such U.S. holder's adjusted tax basis in the Norfolk Southern common stock exchanged therefor.

Holders of Norfolk Southern common stock should consult with their tax advisors to determine the particular U.S. federal, state, local, or non-U.S. income or other tax consequences of the mergers to them. For a more complete description of the U.S. federal income tax consequences of the mergers, see "*The Mergers-U.S. Federal Income Tax Consequences*."

Litigation Related to the Mergers (page 158)

Shareholders may file lawsuits challenging the mergers, which may name Union Pacific, Norfolk Southern, members of the Union Pacific board, members of the Norfolk Southern board, or others as defendants. No assurance can be made as to the outcome of such lawsuits, including the amount of costs associated with defending claims or any other liabilities that may be incurred in connection with the litigation of any claims. If plaintiffs are successful in obtaining an injunction prohibiting the parties from completing the mergers on the agreed-upon terms, such an injunction may delay the completion of the mergers or may prevent the mergers from being completed altogether.

The Merger Agreement (page 159)

No Solicitation (page 172)

As more fully described in this joint proxy statement/prospectus and in the merger agreement, each of Union Pacific and Norfolk Southern has agreed that it will not, and will cause its affiliates and its and their respective directors, officers, and other representatives not to, directly or indirectly:

- solicit, initiate, or knowingly encourage or knowingly facilitate any inquiry regarding, or the making or submission of any proposal, offer, or indication of intent that constitutes, or would reasonably be expected to lead to, or result in, an alternative proposal;
- engage in or continue or otherwise participate in any discussions or negotiations with any person regarding an alternative proposal or any inquiry, proposal, or offer that would reasonably be expected to lead to, or result in, an alternative proposal (except to notify such person that the non-solicit provisions of the merger agreement prohibit any such discussions or negotiations);
- furnish any non-public information relating to the Union Pacific or its subsidiaries or Norfolk Southern or its subsidiaries, as applicable, in connection with or for the purpose of facilitating an alternative proposal or any inquiry, proposal, offer, or indication of interest that would reasonably be expected to lead to, or result in, an alternative proposal;
- recommend or enter into any other letter of intent, memorandum of understanding, agreement in principle, option agreement, acquisition agreement, merger agreement, joint venture agreement, partnership agreement, or other similar agreement with respect to an alternative proposal (except for confidentiality agreements permitted under the no solicitation covenant); or
- approve, authorize, or agree to do any of the foregoing or otherwise knowingly facilitate any effort or attempt to make an alternative proposal.

Prior to obtaining shareholder approval of the share issuance proposal, in the case of Union Pacific, or prior to obtaining shareholder approval of the merger agreement proposal, in the case of Norfolk Southern, if Union Pacific or Norfolk Southern, as applicable, receives a bona fide, unsolicited alternative proposal that does not result from a breach of such party's no-solicitation obligations under the merger agreement, that party and its representatives may contact the third party making the alternative proposal solely to clarify the terms and conditions of such proposal. If based on the information then available and after consultation with outside legal counsel and a financial advisor, the Union Pacific board or the Norfolk Southern board, as applicable, determines in good faith that such alternative proposal is, or could reasonably be expected to result in, a superior proposal and the failure to take such action would be inconsistent with the directors' fiduciary duties under applicable law:

- Union Pacific or Norfolk Southern, as applicable, may furnish non-public information to the third party making such alternative proposal (including its representatives and prospective equity and debt financing sources) only if, prior to furnishing such information, such information has been made available to Norfolk Southern or Union Pacific, as applicable, and the third party making such alternative proposal executes a confidentiality agreement having confidentiality and use provisions that are not less restrictive than the confidentiality agreement entered into by Union Pacific and Norfolk Southern, dated May 19, 2025, and will not prohibit Norfolk Southern or Union Pacific, as applicable, from complying with the merger agreement or contain terms that would restrict in any manner Norfolk Southern's or Union Pacific's, as applicable, ability to consummate the mergers;
- if the third party making such alternative proposal is a known competitor of Union Pacific or Norfolk Southern, as applicable, Union Pacific or Norfolk Southern, as applicable, must not provide any commercially sensitive non-public information to such third party in connection with the bullet point above, other than in accordance with customary "clean room" or other similar procedures designed to limit the disclosure of competitively sensitive information; and

- Union Pacific or Norfolk Southern, as applicable, may engage in discussions or negotiations with such third party with respect to the alternative proposal.

For a more complete description of the no solicitation provisions of the merger agreement, see "*The Merger Agreement-Covenants and Agreements-No Solicitation*."

Change of Recommendation and Match Rights (page 173)

As more fully described in this joint proxy statement/prospectus and in the merger agreement, subject to certain exceptions, the Union Pacific board may not change its recommendation that Union Pacific shareholders vote "**FOR**" the share issuance proposal, and the Norfolk Southern board may not change its recommendation that Norfolk Southern shareholders vote "**FOR**" the merger agreement proposal. Under the merger agreement, a change of recommendation will occur if the Union Pacific board or the Norfolk Southern board, including any committee thereof:

- withdraws, withholds, qualifies, or modifies or proposes publicly to withdraw, withhold, qualify, or modify, the recommendation;
- fails to include the recommendation in the joint proxy statement/prospectus that is mailed to its shareholders;
- if any alternative proposal that is structured as a tender offer or exchange offer for the outstanding shares of Union Pacific common stock or Norfolk Southern common stock, as applicable, is commenced pursuant to Rule 14d-2 under the Exchange Act (other than by Union Pacific or Norfolk Southern, or their respective affiliates), fails to recommend, within ten (10) business days after such commencement, against acceptance of such tender offer or exchange offer by its shareholders;
- approves, adopts, recommends, or declares advisable any alternative proposal or publicly proposes to approve, adopt, recommend, or declare advisable any alternative proposal; or
- approves, adopts, or recommends or declares advisable or enters into, any letter of intent, memorandum of understanding, agreement in principle, acquisition agreement, merger agreement, option agreement, joint venture agreement, partnership agreement, or other agreement (other than a confidentiality agreement referred to in and entered into compliance with its no solicitation covenant) with respect to any alternative proposal.

Notwithstanding the restrictions described above, the merger agreement provides that, prior to obtaining shareholder approval of the share issuance proposal or merger agreement proposal, as applicable, the Union Pacific board or the Norfolk Southern board may make a change of recommendation in response to the receipt of an unsolicited, bona fide written alternative proposal (substituting in the definition thereof "50%" for "10%" in each place each such term appears) made after the date of the merger agreement, that the Union Pacific board or the Norfolk Southern board, as applicable, determines in good faith (after consultation with outside legal and financial advisors, and considering all legal, financial, financing, and regulatory aspects of the proposal, the identity of the person(s) making the proposal and the likelihood of the proposal being consummated in accordance with its terms) would, if consummated, result in a transaction that is (i) more favorable, from a financial point of view, than the transactions contemplated by the merger agreement (after taking into account, in addition to all other relevant factors, any revisions to the terms of the transactions contemplated by the merger agreement) and (ii) reasonably likely to be completed (taking into account any regulatory, financing, or approval requirements and any other aspects considered relevant by the Union Pacific board or the Norfolk Southern board, as applicable), which is referred to as a superior proposal.

Prior to making any such change of recommendation, the Union Pacific board or the Norfolk Southern board, as applicable, (i) must provide the other party with at least five (5) business days' prior written notice advising the

other party of its intention to change its recommendation, which notice must include a description of the terms and conditions of the superior proposal that is the basis for the proposed action of the Union Pacific board or the Norfolk Southern board, as applicable (including the identity of the person making the superior proposal and, if applicable, complete copies of any written requests, proposals, or offers and any other material documents, including any proposed definitive agreements for such superior proposal), and Union Pacific or Norfolk Southern, as applicable, must have negotiated in good faith with the other party (to the extent the other party wishes to negotiate) to enable the other party to make such amendments to the terms of the merger agreement as would permit the Union Pacific board or the Norfolk Southern board, as applicable, not to effect the change of recommendation and (ii) at the end of the five (5)-business day period following delivery of the written notice, after taking into account any changes to the terms of the merger agreement proposed by the other party in writing and any other proposals or information offered in writing by the other party, must conclude that the superior proposal giving rise to the five (5)-business day period continues to constitute a superior proposal if such amendments were to be given effect (subject to certain extensions).

In addition, prior to obtaining shareholder approval of the share issuance proposal or merger agreement proposal, as applicable, the Union Pacific board or the Norfolk Southern board may, in response to an intervening event, make a change of recommendation if the Union Pacific board or the Norfolk Southern board, as applicable, determines in good faith, after consultation with outside legal counsel that the failure of the Union Pacific board or the Norfolk Southern board, as applicable, to take such action would be inconsistent with its fiduciary duties under applicable law.

Prior to making any such change of recommendation, the Union Pacific board or the Norfolk Southern board, as applicable, (i) must give the other party at least five (5) business days' prior written notice advising the other party of its intention to make such a change of recommendation, which notice must include a description of the applicable intervening event and (ii) at the end of the five (5)-business day period, after taking into account any changes to amend the terms of the merger agreement proposed by the other party in writing and any other proposals or information offered by the other party in writing during the five (5)-business day period, must determine in good faith, after consultation with outside legal counsel, that the failure of the Union Pacific board or the Norfolk Southern board, as applicable, to make such change of recommendation would continue to be inconsistent with its fiduciary duties under applicable law if such amendments were to be given effect.

For a more complete description of the change of recommendation provisions of the merger agreement, see "*The Merger Agreement -Covenants and Agreements-Change of Recommendation and Match Rights*."

Conditions to the Obligations of Each Party to Effect the Mergers (page 180)

As more fully described in this joint proxy statement/prospectus and in the merger agreement, the obligations of each of Union Pacific, Merger Sub 1, and Merger Sub 2, on the one hand, and Norfolk Southern, on the other hand, to effect the mergers are subject to the satisfaction (or waiver by Union Pacific and Norfolk Southern to the extent permitted by applicable law) of various conditions, including the following:

- Union Pacific shareholders approving the share issuance proposal and Norfolk Southern shareholders approving the merger agreement proposal;
- effectiveness of the registration statement of which this joint proxy statement/prospectus forms a part, and the absence of any stop order suspending such effectiveness or of any proceeding seeking a stop order relating to such registration statement;
- the absence of any injunction or similar order by any court or other governmental entity of competent jurisdiction having been entered and continuing to be in effect that prohibits or makes illegal the consummation of the mergers;

- all requisite regulatory approvals having been obtained and remaining in full force and effect and all statutory waiting periods having expired or been terminated;
- the shares of Union Pacific common stock to be issued in the first merger having been approved for listing on the NYSE, subject to official notice of issuance;
- accuracy of the representations and warranties made in the merger agreement by the other party as set forth in the merger agreement, subject to certain materiality thresholds;
- performance in all material respects by the other party of all of the covenants and agreements required by the merger agreement to be performed or complied with by it prior to the closing; and
- the absence of a material adverse effect on the other party (see "*The Merger Agreement-Material Adverse Effect*" of this joint proxy statement/prospectus for the definition of material adverse effect).

In addition, as more fully described in this joint proxy statement/prospectus and in the merger agreement, the obligations of Union Pacific, Merger Sub 1, and Merger Sub 2 to effect the mergers are subject to the satisfaction (or waiver by Union Pacific to the extent permitted by applicable law) on or prior to the closing date of the following conditions:

- Norfolk Southern having delivered to Union Pacific a certificate, dated as of the closing date and duly executed by its Chief Executive Officer or another senior officer of Norfolk Southern, certifying the satisfaction of certain conditions; and
- no "materially burdensome regulatory condition" (as defined in "*The Merger Agreement-Covenants and Agreements-Reasonable Best Efforts; Regulatory Filings and Other Actions*") being imposed as a result of a requisite regulatory approval or an injunction or similar order.

In addition, as more fully described in this joint proxy statement/prospectus and in the merger agreement, the obligation of Norfolk Southern to complete the mergers is subject to the satisfaction (or waiver to the extent legally permissible) on or prior to the closing date of the following additional condition:

- Union Pacific having delivered to Norfolk Southern a certificate, dated as of the closing date and duly executed by its Chief Executive Officer or another senior officer of Union Pacific, certifying the satisfaction of certain conditions.

For a more complete description of the conditions to the mergers, see "*The Merger Agreement-Conditions to the Mergers*."

Termination (page 183)

As more fully described in this joint proxy statement/prospectus and in the merger agreement, the merger agreement may be terminated and the mergers may be abandoned at any time prior to the effective time of the merger:

- by the mutual written consent of Union Pacific and Norfolk Southern; or
- by either Union Pacific or Norfolk Southern:
  - if the first effective time has not occurred prior to the end date, and the party seeking to terminate the merger agreement has not breached in any material respect its obligations under the merger agreement in any manner that has been the primary cause of the failure to consummate the mergers on or before such date; provided that, to the extent the requisite regulatory approvals condition to closing has not been satisfied or waived on or prior to the end date, but all other conditions to closing have been satisfied or waived (except for (a) the condition that the shares of

Union Pacific common stock to be issued in the first merger have been approved for listing on NYSE and (b) those conditions that by their nature are to be satisfied at the closing), the end date will automatically be extended by the aggregate number of days (if any) during which the process for obtaining the STB approval following the prefiling notification pursuant to 49 C.F.R. § 1180.4(b) is extended due to (i) any order by the STB requiring Union Pacific and/or Norfolk Southern to submit additional information or (ii) the regulatory or statutory deadlines associated with the process for obtaining the STB approval being suspended, tolled, or extended for any reason, and after having given effect to any extension under the foregoing clauses (i) or (ii), for three (3) additional business days;

- if any governmental entity of competent jurisdiction has issued or entered an injunction or similar order permanently enjoining or prohibiting the consummation of the mergers, and such injunction or order has become final and non-appealable; provided that the party seeking to terminate the merger agreement has not breached in any material respect its obligations under the merger agreement in any manner that has been the primary cause of such injunction or order;
- if Norfolk Southern's shareholder meeting (after giving effect to any adjournments or postponements thereof) has been held and been concluded and shareholder approval of the merger agreement proposal has not been obtained; or
- if Union Pacific's shareholder meeting (after giving effect to any adjournments or postponements thereof) has been held and been concluded and shareholder approval of the share issuance proposal has not been obtained; or

- by Union Pacific:
  - if Norfolk Southern has breached or failed to perform any of its representations, warranties, covenants, or other agreements contained in the merger agreement, which breach or failure to perform (i) would result in a failure of a condition of the mergers applicable to Norfolk Southern's representations, warranties, covenants, or other agreements and (ii) cannot be cured by the end date or, if curable, is not cured within forty-five (45) business days following Union Pacific's delivery of written notice to Norfolk Southern stating Union Pacific's intention to terminate the merger agreement and the basis for such termination; provided that Union Pacific will not have a right to terminate the merger agreement if Union Pacific, Merger Sub 1, or Merger Sub 2 is then in material breach of any representation, warranty, agreement, or covenant contained in the merger agreement;
  - prior to receipt of the Norfolk Southern shareholder approval of the merger agreement proposal, if the Norfolk Southern board, or a committee thereof, makes a change of recommendation; or
  - prior to the receipt of the Norfolk Southern shareholder approval of the merger agreement proposal, if Norfolk Southern has materially breached its no solicitation covenant in the merger agreement; or
- by Norfolk Southern:
  - if Union Pacific, Merger Sub 1, or Merger Sub 2 has breached or failed to perform any of its representations, warranties, covenants, or other agreements contained in the merger agreement, which breach or failure to perform (i) would result in a failure of a condition to the mergers applicable to Union Pacific's representations, warranties, covenants, or other agreements and (ii) cannot be cured by the end date or, if curable, is not cured within forty-five (45) business days following Norfolk Southern's delivery of written notice to Union Pacific stating Norfolk Southern's intention to terminate the merger agreement and the basis for such termination; provided that Norfolk Southern will not have a right to terminate the merger agreement if Norfolk

Southern is then in material breach of any representation, warranty, agreement, or covenant contained in the merger agreement;

- prior to receipt of the Union Pacific shareholder approval of the share issuance proposal, if the Union Pacific board, or a committee thereof, makes a change of recommendation; or
- prior to the receipt of the Union Pacific shareholder approval of the share issuance proposal, if Union Pacific has materially breached its no solicitation covenant in the merger agreement.

For a more complete description of the termination provisions of the merger agreement, see "*The Merger Agreement-Termination*."

Termination Fees and other Fees (page 185)

As more fully described in this joint proxy statement/prospectus, the merger agreement provides that Union Pacific will pay Norfolk Southern a termination fee in connection with a termination of the merger agreement under the following circumstances:

- if either Union Pacific or Norfolk Southern terminates the merger agreement because the closing has not occurred prior to the end date and, at the time of such termination either (i) there is an injunction or similar order entered by a court or other governmental entity of competent jurisdiction, pursuant to any railroad law, antitrust law, or similar law, that prohibits or makes illegal the consummation of the mergers, (ii) one or more of the requisite regulatory approvals have not been obtained or do not remain in full force and effect with all statutory waiting periods having been expired or terminated, (iii) one or more of the requisite regulatory approvals resulted in the imposition, individually or in the aggregate, of a "materially burdensome regulatory condition" (as defined in "*The Merger Agreement-Covenants and Agreements-Reasonable Best Efforts, Regulatory Filings and Other Actions*"), or (iv) there is an injunction or order entered by a court or other governmental entity of competent jurisdiction that imposes, individually or in the aggregate, any "materially burdensome regulatory condition" and all other conditions as described in "*The Merger Agreement-Conditions to the Mergers-Conditions to the Obligations of Each Party to Effect the Mergers*" and "*The Merger Agreement-Conditions to the Mergers-Conditions to the Obligations of Union Pacific, Merger Sub 1, and Merger Sub 2 to Effect the Mergers*" have been satisfied or waived (except for (a) the condition that the shares of Union Pacific common stock to be issued in the first merger have been approved for listing on NYSE and (b) those conditions that by their nature are to be satisfied at the closing; provided that such conditions were then capable of being satisfied if the closing had taken place), then Union Pacific will pay Norfolk Southern a fee of $2.5 billion in cash by wire transfer no later than three (3) business days after the date of such termination;
- if either Union Pacific or Norfolk Southern terminates the merger agreement because any governmental entity of competent jurisdiction has issued or entered an injunction or similar order, pursuant to any railroad law, antitrust law, or similar law, permanently enjoining or prohibiting the consummation of the mergers, and such injunction or order has become final and non-appealable, then Union Pacific will pay Norfolk Southern a fee of $2.5 billion in cash by wire transfer no later than three (3) business days after the date of such termination;
- if (i) Norfolk Southern terminates the merger agreement prior to receipt of the Union Pacific shareholder approval of the share issuance proposal because the Union Pacific board effected a change of recommendation or (ii) Norfolk Southern or Union Pacific terminates the merger agreement because the Union Pacific shareholder meeting was held and the Union Pacific shareholder approval of the share issuance proposal was not obtained at a time when Norfolk Southern could have terminated the agreement because the Union Pacific board effected a change of recommendation prior to receipt of the Union Pacific shareholder approval of the share issuance proposal, then Union Pacific will pay Norfolk

Southern a fee of $2.5 billion in cash by wire transfer no later than, if terminated by Norfolk Southern, two (2) business days after the date of such termination, or, if terminated by Union Pacific, upon such termination; and

- if (i) after the date of the merger agreement, an alternative proposal (substituting in the definition thereof "50%" for "10%" in each place each such term appears) with respect to Union Pacific is publicly proposed or publicly disclosed, and not publicly withdrawn at least two (2) business days prior to the Union Pacific shareholder meeting (which is referred to as a Union Pacific qualifying transaction), (ii) the merger agreement is terminated by (a) Union Pacific or Norfolk Southern because the Union Pacific shareholder meeting was held but the Union Pacific shareholder approval of the share issuance proposal was not obtained or, solely if the Union Pacific shareholder approval of the share issuance proposal has not been obtained, closing has not occurred prior to the end date, or (b) Norfolk Southern because Union Pacific, Merger Sub 1, or Merger Sub 2 has breached or failed to perform any of their representations, warranties, covenants, or other agreements contained in the merger agreement, which breach or failure to perform (1) would result in a failure of a condition to the mergers applicable to Union Pacific's representations, warranties, covenants, or other agreements and (2) either cannot be cured by the end date or, if curable, was not cured within forty-five (45) business days following Norfolk Southern's delivery of written notice to terminate, and (iii) concurrently with or within twelve (12) months after such termination, Union Pacific (a) consummates a Union Pacific qualifying transaction or (b) enters into a definitive agreement providing for a Union Pacific qualifying transaction and later consummates such Union Pacific qualifying transaction, then Union Pacific will pay Norfolk Southern a fee of $2.5 billion in cash by wire transfer no later than two (2) business days after the consummation of such Union Pacific qualifying transaction.

As more fully described in this joint proxy statement/prospectus, the merger agreement provides that Norfolk Southern will pay Union Pacific a termination fee in connection with a termination of the merger agreement under the following circumstances:

- if Union Pacific terminates the merger agreement prior to the receipt of the Norfolk Southern shareholder approval of the merger agreement proposal because the Norfolk Southern board effected a change of recommendation, then Norfolk Southern will pay to Union Pacific a fee of $2.5 billion in cash by wire transfer no later than two (2) business days after the date of such termination;
- if Union Pacific or Norfolk Southern terminates the merger agreement because, if the Norfolk Southern shareholder meeting has been held, the Norfolk Southern shareholder approval of the merger agreement proposal has not been obtained at a time when Union Pacific could have terminated the merger agreement because the Norfolk Southern board effected a change of recommendation prior to receipt of the Norfolk Southern shareholder approval of the merger agreement proposal, then Norfolk Southern will pay to Union Pacific a fee of $2.5 billion in cash by wire transfer no later than, if terminated by Union Pacific, two (2) business days after the date of such termination or, if terminated by Norfolk Southern, concurrently with such termination; and
- if (i) after the date of the merger agreement, an alternative proposal (substituting in the definition thereof "50%" for "10%" in each place each such term appears) with respect to Norfolk Southern is publicly proposed or publicly disclosed, and not publicly withdrawn at least two (2) business days prior to the Norfolk Southern shareholder meeting (which is referred to as a Norfolk Southern qualifying transaction), (ii) the merger agreement is terminated by (a) Union Pacific or Norfolk Southern because the Norfolk Southern shareholder meeting was held but the Norfolk Southern shareholder approval of the merger agreement proposal was not obtained or, solely if the Norfolk Southern shareholder approval of the merger agreement proposal has not been obtained, closing has not occurred prior to the end date, or (b) Union Pacific because Norfolk Southern has breached or failed to perform any of their representations, warranties, covenants, or other agreements contained in the merger agreement, which

breach or failure to perform (1) would result in a failure of a condition to the mergers applicable to Union Pacific's representations, warranties, covenants, or other agreements and (2) either cannot be cured by the end date or, if curable, was not cured within forty-five (45) business days following Union Pacific's delivery of written notice to terminate, and (iii) concurrently with or within twelve (12) months after such termination, Norfolk Southern (a) consummates a Norfolk Southern qualifying transaction or (b) enters into a definitive agreement providing for a Norfolk Southern qualifying transaction and later consummates such Norfolk Southern qualifying transaction, then Norfolk Southern will pay Union Pacific a fee of $2.5 billion in cash by wire transfer no later than two (2) business days after the consummation of such Norfolk Southern qualifying transaction.

For a more complete description of the circumstances under which Union Pacific or Norfolk Southern will be required to pay a termination fee, see "*The Merger Agreement-Termination Fees and Other Fees*."

Comparison of Rights of Shareholders of Union Pacific and Norfolk Southern (page 196)

Upon completion of the first merger, Norfolk Southern shareholders receiving shares of Union Pacific common stock will become shareholders of Union Pacific, and their rights will be governed by Utah law and the organizational documents of Union Pacific in effect at the first effective time. Therefore, Norfolk Southern shareholders will have different rights once they become shareholders of Union Pacific due to differences between Utah law and Virginia law and differences between the organizational documents of Union Pacific and the organizational documents of Norfolk Southern, as described in more detail in "*Comparison of Rights of Shareholders of Union Pacific and Norfolk Southern*."

UNAUDITED PRO FORMA CONDENSED COMBINED FINANCIAL INFORMATION

The following descriptions are provided for general information, do not purport to be complete, and are qualified in their entirety by reference to the full text of the merger agreement.

The Mergers-On July 28, 2025, Union Pacific, Norfolk Southern, Merger Sub 1, and Merger Sub 2 entered into the merger agreement. Pursuant to the terms of the merger agreement, and subject to the satisfaction or waiver of the conditions specified therein, (i) Merger Sub 1 will merge with and into Norfolk Southern, with Norfolk Southern surviving the first merger as a direct, wholly owned subsidiary of Union Pacific, and (ii) immediately thereafter, Norfolk Southern will merge with and into Merger Sub 2, with Merger Sub 2 surviving the second merger as a direct, wholly owned subsidiary of Union Pacific.

The Union Pacific board has unanimously approved the merger agreement and the transactions contemplated by the merger agreement, including the mergers and the share issuance, and unanimously recommends that Union Pacific shareholders vote **"FOR"** the share issuance proposal and the Union Pacific adjournment proposal.

The Norfolk Southern board has unanimously adopted the merger agreement and approved the transactions contemplated by the merger agreement, including the mergers, and unanimously recommends that Norfolk Southern shareholders vote "FOR" the merger agreement proposal, the merger-related compensation proposal, and the Norfolk Southern adjournment proposal.

Merger Consideration-For a description of the merger consideration in connection with the mergers, see "*The Merger Agreement-Merger Consideration Received by Norfolk Southern Shareholders*" on page 160.

Treatment of Norfolk Southern Equity Awards-For a description of the treatment of Norfolk Southern equity awards in connection with the mergers, see "*The Merger Agreement-Treatment of Norfolk Southern Equity Awards*" on page 162.

Pro forma financial statements-The following Unaudited Pro Forma Condensed Combined Statements of Income (referred to as the pro forma income statements) for the year ended December 31, 2024, and the six months ended June 30, 2025, combine the historical consolidated statements of income of Union Pacific and Norfolk Southern, after giving effect to the mergers and other adjustments (as described in the notes to the Unaudited Pro Forma Condensed Combined Financial Statements) as if they occurred on January 1, 2024. The Unaudited Pro Forma Condensed Combined Statements of Financial Position (referred to as the pro forma balance sheet) as of June 30, 2025, combines the historical condensed consolidated statements of financial position of Union Pacific and Norfolk Southern, after giving effect to the mergers and other adjustments as if they had occurred on June 30, 2025. The pro forma income statements and pro forma balance sheet are collectively referred to as the pro forma financial statements.

The pro forma financial statements were prepared for illustrative and informational purposes only, in accordance with Regulation S-X Article 11, to demonstrate the estimated effects of the mergers and certain other related transactions and adjustments (collectively referred to as transaction accounting adjustments), such as (i) the alignment of Norfolk Southern's statements of income and financial position amounts to Union Pacific's presentation, (ii) adjustments based upon preliminary estimates of the fair value of assets to be acquired and liabilities to be assumed, (iii) transaction and financing costs expected to be incurred by Union Pacific, and (iv) the associated income tax impacts of recognizing these adjustments. The pro forma financial statements were prepared using the acquisition method of accounting in accordance with GAAP with the expectation that Union Pacific will be identified as the acquirer. The transaction accounting adjustments were prepared on the basis that such preliminary estimated adjustments will be incurred to achieve the mergers, are pending finalization of various estimates, inputs, and analyses, and do not include adjustments to reflect any potential costs that may be incurred in connection with actions required by regulatory or governmental authorities for regulatory approvals and clearances of the mergers, including divestitures or concessions; anticipated benefits, including synergies, cost savings, innovation, and operational efficiencies; or potential post-merger costs, such as restructuring and integration charges.

The pro forma financial statements are based on various adjustments and assumptions and are not necessarily indicative of what the combined statements of income or financial position would have actually been had the transaction accounting adjustments been completed as of the dates indicated. Further, the pro forma financial statements do not purport to project the future financial position or results of operations of the combined company after the mergers, which may differ materially and adversely from the pro forma financial statements.

The pro forma financial statements reflect transaction accounting adjustments that Union Pacific believes are necessary to present fairly the pro forma income statements and pro forma balance sheet following the completion of the mergers as of and for the periods indicated. The transaction accounting adjustments are based on currently available information and assumptions that Union Pacific believes are, under the circumstances and given the information available at this time, reasonable, directly attributable to the mergers, and reflective of adjustments necessary to report the combined financial condition and results of operations as if Union Pacific completed the mergers. The final acquisition accounting will be based upon the actual consideration and the fair value of the assets to be acquired and the liabilities to be assumed of the party that is determined to be the acquiree under GAAP as of the date of the completion of the mergers. In addition, subsequent to the closing date, there will be further refinements of the acquisition accounting as additional information becomes available. Accordingly, the final acquisition accounting may differ materially from the pro forma financial statements reflected in this filing.

The pro forma financial statements should be read in conjunction with the accompanying notes. In addition, the pro forma financial statements were based on and should be read in conjunction with the following historical consolidated financial statements and accompanying notes, which are incorporated by reference into this joint proxy statement/prospectus:

- The Interim Condensed Consolidated Financial Statements of Union Pacific as of and for the six months ended June 30, 2025, included in Union Pacific's Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2025;
- The Interim Consolidated Financial Statements of Norfolk Southern as of and for the six months ended June 30, 2025, included in Norfolk Southern's Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2025;
- The Consolidated Financial Statements of Union Pacific as of and for the year ended December 31, 2024, as included in Union Pacific's Annual Report on Form 10-K for the fiscal year ended December 31, 2024; and
- The Consolidated Financial Statements of Norfolk Southern as of and for the year ended December 31, 2024, as included in Norfolk Southern's Annual Report on Form 10-K for the fiscal year ended December 31, 2024.

Unaudited Pro Forma Condensed Combined Statements of Income

Millions, except per share amounts, for the six months ended June 30, 2025	*Historical Union Pacific*	*Historical Norfolk Southern*	*Reclassification transaction accounting adjustments*		*Merger transaction accounting adjustments*		*Financing transaction accounting adjustments*		*Combined company*
Operating revenues	$ 12,181	$ 6,103	$ -		$ -		$ -		$ 18,284
Operating expenses:									
Compensation and benefits	2,461	1,431	-		-	6[b]	-		3,892
Purchased services and materials	1,273	1,018	(208) 198	6[a][1] 6[a][2]	-		-		2,281
Depreciation	1,223	692	-		-	6[f]	-		1,915
Fuel	1,179	463	-		-		-		1,642
Equipment and other rents	471	-	208	6[a][1]	-		-		679
Other	678	-	259 10	6[a][3] 6[a][5]	-		-		947
Materials and other	-	400	(198) (259) 57	6[a][2] 6[a][3] 6[a][6]	-		-		-
Restructuring and other charges	-	10	(10)	6[a][5]	-		-		-
Eastern Ohio incident	-	(232)	-		-	8	-		(232)
Total operating expenses	7,285	3,782	57		-		-		11,124
Operating income	4,896	2,321	(57)		-		-		7,160
Other income, net	201	55	57	6[a][6]	-		-		313
Interest expense	(657)	(400)	-		-		(505)	6[d]	(1,562)
Income before income taxes	4,440	1,976	-		-		(505)		5,911
Income tax expense	(938)	(458)	-		-	6[e]	122	6[e]	(1,274)
Net income	$ 3,502	$ 1,518	$ -		$ -	6[g]	$ (383)		$ 4,637
Earnings per share-basic	$ 5.86	N/A	N/A		N/A	9	N/A		$ 5.64
Earnings per share-diluted	$ 5.85	N/A	N/A		N/A	9	N/A		$ 5.63
Weighted average number of shares-basic	597.5	N/A	N/A		224.6	9	N/A		822.1
Weighted average number of shares-diluted	598.4	N/A	N/A		224.9	9	N/A		823.3

The accompanying notes are an integral part of these unaudited Pro Forma Condensed Combined Financial Statements.

Millions, except per share amounts, for the year ended December 31, 2024	*Historical Union Pacific*	*Historical Norfolk Southern*	*Reclassification transaction accounting adjustments*		*Merger transaction accounting adjustments*		*Financing transaction accounting adjustments*		*Combined company*
Operating revenues	$ 24,250	$ 12,123	$ -		$ -		$ -		$ 36,373
Operating expenses:									
Compensation and benefits	4,899	2,823	101	6[a][4]	300	6[b]	-		8,123
Purchased services and materials	2,520	2,048	(393) 369	6[a][1] 6[a][2]	190	6[c]	-		4,734
Depreciation	2,398	1,353			-	6[f]	-		3,751
Fuel	2,474	987			-		-		3,461
Equipment and other rents	920	-	393	6[a][1]	-		-		1,313
Other	1,326	-	454 82	6[a][3] 6[a][5]	-		-		1,862
Materials and other	-	333	(369) (454) 490	6[a][2] 6[a][3] 6[a][6]	-		-		-
Restructuring and other charges	-	183	(101) (82)	6[a][4] 6[a][5]	-		-		-
Eastern Ohio incident	-	325	-		-	8	-		325
Total operating expenses	14,537	8,052	490		490		-		23,569
Operating income	9,713	4,071	(490)		(490)		-		12,804
Other income, net	350	65	490	6[a][6]	-		-		905
Interest expense	(1,269)	(807)	-		-		(1,012)	6[d]	(3,088)
Income before income taxes	8,794	3,329	-		(490)		(1,012)		10,621
Income tax expense	(2,047)	(707)	-		115	6[e]	245	6[e]	(2,394)
Net income	$ 6,747	$ 2,622	$ -		$ (375)	6[g]	$ (767)		$ 8,227
Earnings per share-basic	$ 11.10	N/A	N/A		N/A	9	N/A		$ 9.89
Earnings per share-diluted	$ 11.09	N/A	N/A		N/A	9	N/A		$ 9.87
Weighted average number of shares-basic	607.6	N/A	N/A		224.6	9	N/A		832.2
Weighted average number of shares-diluted	608.6	N/A	N/A		224.9	9	N/A		833.5

The accompanying notes are an integral part of these unaudited Pro Forma Condensed Combined Financial Statements.

Unaudited Pro Forma Condensed Combined Statements of Financial Position

Millions, as of June 30, 2025	*Historical Union Pacific*	*Historical Norfolk Southern*	*Reclassification transaction accounting adjustments*		*Merger transaction accounting adjustments*		*Financing transaction accounting adjustments*		*Combined company*
Assets									
Current assets:									
Cash and cash equivalents	$ 1,060	$ 1,303	$ -		$ (19,950) (20)	4[c] 4[d]	$ (190 19,970)	7[c] 7[c]	$ 2,173
Accounts receivable, net	1,915	1,123	-		-		-		3,038
Material and supplies	774	313	-		-		-		1,087
Other current assets	434	168	-		-		-		602
Total current assets	4,183	2,907	-		(19,970)		19,780		6,900
Investments	2,785	4,038	-		-		-		6,823
Properties, net	59,017	35,921	-		-	5[a]	-		94,938
Operating lease assets	1,193	-	237	7[a][1]	-		-		1,430
Goodwill	-	-	106	7[a][5]	53,078	5[e]	-		53,184
Other assets	1,398	1,289	(237) (106)	7[a][1] 7[a][5]	-		-		2,344
Total assets	$ 68,576	$ 44,155	$ -		$ 33,108		$ 19,780		$ 165,619
Liabilities and common shareholders' equity									
Current liabilities:									
Accounts payable and other current liabilities	$ 3,930	$ 1,504	$ 223 1,037	7[a][3] 7[a][4]	192 144 -	5[b] 7[b] 8	-		$ 7,030
Income and other taxes	-	223	(223)	7[a][3]	-		-		-
Other current liabilities	-	1,037	(1,037)	7[a][4]	-		-		-
Debt due within one year	2,522	903	-		-		-		3,425
Total current liabilities	6,452	3,667	-		336		-		10,455
Debt due after one year	30,291	16,464	-		(1,348)	5[c]	(190 19,970)	7[c] 7[c]	65,187
Operating lease liabilities	831	-	165	7[a][2]	-		-		996
Deferred income taxes	13,029	7,529	-		310	5[d]	-		20,868
Other long-term liabilities	1,715	1,708	(165)	7[a][2]	-	8	-		3,258
Total liabilities	52,318	29,368	-		(702)		19,780		100,764
Common shareholders' equity:									
Common shares	2,783	226	-		(226)	7[d]	-		2,783
Paid-in-surplus	5,505	2,259	-		(2,259 23,106) 213	7[d] 4[b] 4[e]	-		28,824
Retained earnings	67,532	12,563	-		(144) (12,563)	7[b] 7[d]	-		67,388
Treasury stock	(58,870)	-	-		25,422	4[b]	-		(33,448)
Accumulated other comprehensive loss	(692)	(261)	-		261	7[d]	-		(692)
Total common shareholders' equity	16,258	14,787	-		33,810		-		64,855
Total liabilities and common shareholders' equity	$ 68,576	$ 44,155	$ -		$ 33,108		$ 19,780		$ 165,619

The accompanying notes are an integral part of these unaudited Pro Forma Condensed Combined Financial Statements.

NOTES TO THE UNAUDITED PRO FORMA CONDENSED COMBINED FINANCIAL STATEMENTS

1. Description of Transaction

On July 28, 2025, Union Pacific, Norfolk Southern, Merger Sub 1, and Merger Sub 2 entered into the merger agreement. Pursuant to the terms of the merger agreement, and subject to the satisfaction or waiver of the conditions specified therein, (i) Merger Sub 1 will merge with and into Norfolk Southern, with Norfolk Southern surviving the first merger as a direct, wholly owned subsidiary of Union Pacific, and (ii) immediately thereafter, Norfolk Southern will merge with and into Merger Sub 2, with Merger Sub 2 surviving the second merger as a direct, wholly owned subsidiary of Union Pacific.

At the first effective time, each share of Norfolk Southern common stock issued and outstanding immediately prior to the first effective time, except for shares held by Union Pacific or Norfolk Southern, or their direct or indirect subsidiaries (other than, with respect to shares held by Union Pacific, Norfolk Southern, Merger Sub 1, or Merger Sub 2, shares held on behalf of third parties), will be converted automatically into the right to receive (i) one (1) validly issued, fully paid, and nonassessable share of Union Pacific common stock and (ii) $88.82 in cash, without interest.

2. Basis of Presentation

The pro forma financial statements were prepared on the basis that Union Pacific, assuming receipt of the requisite regulatory approvals and completion of the mergers, will account for the mergers as a purchase of Norfolk Southern using the acquisition method pursuant to Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 805, *Business Combinations*. Under the acquisition method, the assets and liabilities of Norfolk Southern are recorded at their fair value at the effective time of the mergers. In addition, the total consideration, measured at the market price at the first effective time, is allocated to the tangible and intangible assets acquired and liabilities assumed. Fair value is defined in ASC 820, *Fair Value Measurements*, as “the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date.” Many of these fair value measurements can be highly subjective, and it is possible that other professionals, applying reasonable judgment to the same facts and circumstances, could develop and support a range of alternative estimated amounts. Once requisite regulatory approvals are received, Union Pacific will consolidate Norfolk Southern prospectively.

The transaction accounting adjustments to the pro forma financial statements are preliminary and have been made solely for the purpose of presenting the pro forma financial statements, which are necessary to comply with applicable disclosure and reporting requirements. The allocation of the estimated consideration is pending finalization of various estimates, inputs, and analyses. Since these pro forma financial statements were prepared based on preliminary estimates of consideration and fair values attributable to the purchase of Norfolk Southern, the actual amounts eventually recorded for the purchase accounting, including the identifiable goodwill, may differ materially from the information presented.

The pro forma financial statements were prepared for inclusion in this joint proxy statement/prospectus which forms a part of the registration statement filed on this Form S-4 with respect to Union Pacific common stock to be issued in the mergers. The pro forma financial statements were prepared from and should be read in conjunction with:

- The Interim Condensed Consolidated Financial Statements of Union Pacific as of and for the six months ended June 30, 2025, included in Union Pacific’s Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2025;
- The Interim Consolidated Financial Statements of Norfolk Southern as of and for the six months ended June 30, 2025, included in Norfolk Southern’s Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2025;

- The Consolidated Financial Statements of Union Pacific as of and for the year ended December 31, 2024, as included in Union Pacific's Annual Report on Form 10-K for the fiscal year ended December 31, 2024; and
- The Consolidated Financial Statements of Norfolk Southern as of and for the year ended December 31, 2024, as included in Norfolk Southern's Annual Report on Form 10-K for the fiscal year ended December 31, 2024.

The pro forma financial statements include adjustments necessary to be consistent with GAAP and in accordance with Regulation S-X Article 11. The pro forma income statements give effect to the mergers as if they occurred on January 1, 2024. The pro forma balance sheet gives effect to the mergers as if they had occurred on June 30, 2025.

The pro forma financial statements do not include adjustments to reflect any potential costs that may be incurred in connection with actions required by regulatory or governmental authorities for regulatory approvals and clearances of the mergers, including divestitures or concessions; anticipated benefits, including synergies, cost savings, innovation, and operational efficiencies; or potential post-merger costs, such as restructuring and integration charges. Under ASC 805, acquisition-related transaction costs (e.g., advisory, legal, valuation, and other professional fees) are not included as a component of consideration transferred but are accounted for as expenses in the periods in which the costs are incurred.

The pro forma financial statements are based on various adjustments and assumptions and are not necessarily indicative of what the combined statements of income or financial position would have actually been had the transaction accounting adjustments been completed as of the dates indicated. Further, the pro forma financial statements do not purport to project the future financial position or results of operations of the combined company after the mergers, which may differ materially and adversely from the pro forma financial statements.

Because both Union Pacific and Norfolk Southern hold non-controlling interest in common investments, as a result of the mergers, the combined ownership of some investments may increase to over 50%, requiring consolidation of the entities with the corresponding non-controlling interest shown on the face of the financial statements. As of the date of this filing, the probability of whether the interest in the entities will result in controlling interest is unknown as Union Pacific and Norfolk Southern may agree to certain requirements, concessions, and conditions that may affect the aggregate holdings of the common investments, and neither Union Pacific nor Norfolk Southern can predict what, if any, requirements, concessions, and conditions may be required. For the purposes of these pro forma financial statements, no adjustments were made to reflect consolidation of these entities.

3. Significant Accounting Policies

At this time, Union Pacific is not aware of any differences in accounting policies that would have a material impact on the pro forma financial statements. The known differences in classifications were included in the transaction accounting adjustments described in notes 6 and 7 under the heading "*Reclassification adjustments*". Following the mergers, Union Pacific will conduct a review of Norfolk Southern's accounting policies in an effort to determine if there are any material differences that require reclassification of Norfolk Southern's revenues, expenses, assets, or liabilities to conform with Union Pacific's accounting policies and classifications. As a result of that review, Union Pacific may identify differences between the accounting policies and classifications of the two companies that, when conformed, could have a material impact on the pro forma financial statements.

4. Estimate of Consideration Expected to be Transferred

The mergers described in note 1 of these pro forma financial statements are anticipated to result in the following estimated merger consideration:

Millions	*Consideration [a]*	*Note*
Common stock issued	$ 48,528	*[b]*
Cash on common stock	19,950	*[c]*
Settlement of stock-based compensation in cash	20	*[d]*
Settlement of stock-based compensation in shares	213	*[e]*
Total preliminary merger consideration	$ 68,711	

The following descriptions are provided for general information, do not purport to be complete, and are qualified in their entirety by reference to the full text of the merger agreement.

[a] The preliminary merger consideration does not purport to represent the actual value of the total consideration that will be received by Norfolk Southern shareholders and employees after the mergers are completed.

The value of the Union Pacific common stock to be issued in the mergers is estimated at $216.05 per share, which is the closing stock price on September 9, 2025, a date that was in reasonable proximity to the filing date of these pro forma financial statements. The final merger consideration will be based on the closing price of Union Pacific common stock at the first effective time.

The number of issued and outstanding shares of Norfolk Southern common stock was estimated at 224,614,894 based on the disclosed shares outstanding on June 30, 2025. The final merger consideration will be based on the actual Norfolk Southern common stock outstanding as of immediately prior to the closing of the mergers.

An increase or decrease of 20% in the price of Union Pacific common stock would cause a $10 billion increase or decrease in the estimated value of the total consideration, which would correspondingly increase or decrease the estimated value of goodwill.

[b] Each share of Norfolk Southern common stock outstanding will receive one (1) share of Union Pacific common stock. The shares will be issued out of treasury stock at the average price per share. For the purposes of these pro forma financials, the average treasury share price as of June 30, 2025, which was $113.18, was assumed.

[c] Each Norfolk Southern common stock outstanding will also receive $88.82 in cash, without interest.

[d] *Phantom stock units*-Each Norfolk Southern phantom stock unit that is outstanding as of immediately prior to the first effective time will, at the first effective time, automatically and without any action on the part of the holder thereof, be canceled and converted into the right to receive an amount in cash (without interest) equal to the merger consideration value multiplied by the total number of shares of Norfolk Southern common stock relating to such Norfolk Southern phantom stock unit immediately prior to the first effective time. For the purpose of these pro forma financial statements, all outstanding Norfolk Southern phantom stock units on June 30, 2025, were assumed as outstanding at the effective time of the mergers.

Restricted stock units-Each Norfolk Southern RSU that is outstanding as of immediately prior to the first effective time and that is vested or becomes vested at the first effective time pursuant to its terms as in effect as of the date of the merger agreement will, as of the first effective time, automatically and without any action on the part of the holder thereof, be canceled and converted into the right to receive an amount in cash (without interest) equal to the merger consideration value multiplied by the total number of shares of Norfolk Southern common stock subject to such Norfolk Southern RSU immediately prior to the first effective time. For the purposes of these financial statements, it was assumed that all outstanding Norfolk Southern RSUs were outstanding and unvested at the effective time of the mergers.

[e] *Stock options*-Each Norfolk Southern option that is outstanding immediately prior to the first effective time will, as of the first effective time, automatically and without any action on the part of the holder thereof, be assumed and converted into (or canceled and replaced by) an option to purchase shares of Union Pacific common stock (i) with respect to a number of shares of Union Pacific common stock equal to the product of (a) the number of shares of Norfolk Southern common stock subject to the corresponding Norfolk Southern option immediately prior to the first effective time multiplied by (b) the equity award exchange ratio (rounded down to the nearest whole number of shares), and (ii) with a per share exercise price that is equal to the quotient of (a) the exercise price per share of Norfolk Southern common stock of the corresponding Norfolk Southern option immediately prior to the first effective time divided by (b) the equity award exchange ratio (rounded up to the nearest cent), with the same terms and conditions that applied to the corresponding Norfolk Southern option immediately prior to the first effective time (including, without limitation, payment of quarterly dividend equivalents). For the purpose of these pro forma financials, we assumed that all outstanding Norfolk Southern options on June 30, 2025, were outstanding at the effective time of the mergers. The shares used to determine the consideration were the incremental shares net of proceeds from the stock option exercise.

Restricted stock units-Each Norfolk Southern RSU that is outstanding and unvested as of immediately prior to the first effective time or that does not become vested at the first effective time will, as of the first effective time, automatically and without any action on the part of the holder thereof, be assumed and converted into (or canceled and replaced by) a Union Pacific stock unit award relating to a number of shares of Union Pacific common stock equal to the product, rounded to the nearest whole number of shares, of (i) the number of shares of Norfolk Southern common stock subject to such Norfolk Southern RSU immediately prior to the first effective time, and (ii) the equity award exchange ratio, with the same terms and conditions that applied to such Norfolk Southern RSU immediately prior to the first effective time (including, without limitation, payment of quarterly dividend equivalents). For the purpose of these pro forma financials, we assumed that all outstanding Norfolk Southern RSUs on June 30, 2025, were outstanding and unvested at the effective time of the mergers.

Performance share units-Each Norfolk Southern PSU that is outstanding as of immediately prior to the first effective time will, as of the first effective time, automatically and without any action on the part of the holder thereof, be assumed and converted into (or canceled and replaced by) a Union Pacific stock unit award relating to a number of shares of Union Pacific common stock equal to the product, rounded to the nearest whole number of shares, of (i) the number of shares of Norfolk Southern common stock subject to such Norfolk Southern PSU immediately prior to the first effective time (with such number of shares of Norfolk Southern common stock determined based upon the greater of (a) the target level of performance and (b) the actual level of performance calculated as of the latest practicable date prior to the first effective time as determined reasonably and in good faith by the compensation and talent management committee of the Norfolk Southern board), and (ii) the equity award exchange ratio, with the same terms and conditions (including service-based vesting conditions but excluding performance-based vesting conditions) that applied to such Norfolk Southern PSU immediately prior to the first effective time. For the purpose of these pro forma financials, we assumed that all outstanding Norfolk Southern PSUs on June 30, 2025, were outstanding at the effective time of the mergers and converted to Union Pacific stock unit awards based on the target level of performance.

5. Estimate of Assets to be Acquired and Liabilities to be Assumed

The purchase price allocation is preliminary and will change as a result of several factors, including the finalization of the fair value measurement of assets acquired and liabilities assumed.

The following is a preliminary estimate of the assets to be acquired and the liabilities to be assumed by Union Pacific at the effective time of the mergers, reconciled to the preliminary merger consideration:

Millions	*Adjusted historical Norfolk Southern*	*Fair value adjustment*	*Note*	*Estimated fair value*
Cash and cash equivalents	$ 1,303	$ -		$ 1,303
Accounts receivable, net	1,123	-		1,123
Materials and supplies	313	-		313
Other current assets	168	-		168
Investments	4,038	-		4,038
Properties, net	35,921	-	*[a]*	35,921
Operating lease assets	237	-		237
Goodwill	-	53,078	*[e]*	53,078
Other assets	1,052	-		1,052
Accounts payable and other current liabilities	(2,764)	(192)	*[b]*	(2,956)
Debt due within one year	(903)	-		(903)
Debt due after one year	(16,464)	1,348	*[c]*	(15,116)
Operating lease liabilities	(165)	-		(165)
Deferred income taxes	(7,529)	(310)	*[d]*	(7,839)
Other long-term liabilities	(1,543)	-		(1,543)
Total identifiable net assets	$ 14,787	$ 53,924		$ 68,711

[a] *Properties*-As of the filing date of this joint proxy statement/prospectus, Union Pacific does not have sufficient information as to the specific nature, age, condition, or location of Norfolk Southern's property, software, and equipment. For the purposes of these pro forma financial statements, Union Pacific used the current Norfolk Southern book value. Once detailed valuations and related calculations are completed, a material portion could be attributed to properties, net. This estimate is preliminary and subject to change and could vary materially from the actual value at the effective time of the mergers.

[b] *Retention cash bonuses*-This includes, without limitation, the costs of a cash-based transaction bonus program for Norfolk Southern employees established in connection with the mergers. For the purposes of this pro forma balance sheet, the fair value of accounts payable and other current liabilities was adjusted to reflect an accrual of the maximum amount allowed to be earned as of the closing date, which was assumed to be June 30, 2025. The cost of the retention cash bonuses are shown net of taxes based on a rate of 23.0%, derived as the sum of (a) the federal income tax at statutory rate and (b) the state income taxes, net of federal tax effect, both as disclosed by Norfolk Southern.

[c] *Long-term debt*-The change in value of long-term debt reflects an adjustment to record the debt at its estimated fair value on June 30, 2025.

[d] *Deferred income taxes*-The estimated adjustment to deferred income taxes relates to the estimated deferred tax impact of the long-term debt fair value adjustment. The adjustment utilized a rate of 23.0%, derived as the sum of (a) the federal income tax at statutory rate and (b) the state income taxes, net of federal tax effect, both as disclosed by Norfolk Southern.

[e] *Goodwill*-On the date of preparation of these pro forma financial statements, certain fair value transaction accounting adjustments have been made as identified above; however, the fair values of Norfolk Southern's identifiable assets to be acquired and liabilities to be assumed and the impact of applying acquisition accounting have not been fully determined. After reflecting the fair value transaction accounting adjustments made herein, the excess of the total consideration over the recognized amounts has been presented in goodwill. Once detailed valuations and related calculations are completed, a material portion of this amount could be attributable to other assets acquired or liabilities assumed. Any increase or decrease in fair values of the net assets as compared with the pro forma financial statements may change the amount of the total merger consideration allocated to goodwill and other assets and liabilities and may impact the pro

forma income statements due to adjustments in the depreciation and amortization expense of the adjusted assets. Goodwill is not amortized.

6. Pro Forma Income Statements Transactions Accounting Adjustments

[a] *Reclassification adjustments*-Certain reclassification transaction accounting adjustments were made to the pro forma income statements to make the presentation conform to the presentation adopted by Union Pacific.

[1] Reclassified a portion of Norfolk Southern's purchased services and materials to equipment and other rents in the amounts of $208 million and $393 million for the six months ended June 30, 2025, and year ended December 31, 2024, respectively.

[2] Reclassified a portion of Norfolk Southern's materials and other to purchased services and materials in the amounts of $198 million and $369 million for the six months ended June 30, 2025, and year ended December 31, 2024, respectively.

[3] Reclassified a portion of Norfolk Southern's materials and other to other in the amounts of $259 million and $454 million for the six months ended June 30, 2025, and year ended December 31, 2024, respectively.

[4] Reclassified a portion of Norfolk Southern's restructuring and other charges to compensation and benefits in the amount of $101 million for the year ended December 31, 2024.

[5] Reclassified a portion of Norfolk Southern's restructuring and other charges to other in the amounts of $10 million and $82 million for the six months ended June 30, 2025, and year ended December 31, 2024, respectively.

[6] Revised the presentation of Norfolk Southern's materials and other by moving the gains from operating property sales to other income in the amounts of $57 million and $490 million for the six months ended June 30, 2025, and year ended December 31, 2024, respectively.

[b] *Retention cash bonuses*-Related to the mergers, Norfolk Southern has established retention cash bonus programs for Norfolk Southern employees. For the purposes of these pro forma income statements, the compensation and benefits expense reflects the maximum amount payable under the retention cash bonus programs and was assumed to be amortized completely in 2024.

[c] *Merger costs*-A transaction accounting adjustment was made for the estimated $190 million in merger costs to be incurred by Union Pacific. The adjustment was assumed to be recorded as purchased services and materials expense on January 1, 2024.

[d] *Interest expense*-For the purposes of these pro forma financial statements, we assume the entire cash consideration will be funded through new debt; however, we expect cash consideration will be funded through a combination of new debt and cash accumulated through cash provided by operating activities. These pro forma income statements assume that Union Pacific funded the entire cash consideration through the issuance of new debt as of January 1, 2024, a reasonable interest rate of 5%, and issuance and liability management costs of $190 million that will be amortized over an assumed life of 15 years.

An increase or decrease of 0.125% in the assumed interest rate would result in a $25 million increase or decrease in the estimated annual interest expense.

If $5 billion of cash is accumulated before the first effective time and the amount of debt used to cover the cash consideration is correspondingly reduced, assuming an interest rate of 5%, the estimated annual interest expense would decrease $250 million.

[e] *Income tax expense*-The estimated transaction accounting adjustments to income tax expense relates to the estimated transaction costs and interest expense transaction accounting adjustments described in notes 6[b],

6[c], and 6[d]. The adjustment utilized a rate of 23.0%, derived as the sum of (a) the federal income tax at statutory rate and (b) the state income taxes, net of federal tax effect, both as disclosed by Norfolk Southern, for the adjustment described in 6[b], and a rate of 24.2%, derived as the sum of (a) the federal statutory tax rate and (b) the state statutory rates, net of federal benefits, both as disclosed by Union Pacific, for the adjustments described in 6[c] and 6[d].

[f] *Depreciation*-As discussed in note 5[a], for purposes of these pro forma financial statements, Union Pacific used the current Norfolk Southern book value as of the filing date of this joint proxy statement/prospectus, which could vary materially from the actual value at the effective time of the mergers. Both Union Pacific and Norfolk Southern use the group method of depreciation where all items with similar characteristics, use, and expected lives are grouped together in asset classes and are depreciated using composite depreciation rates. As of December 31, 2024, Union Pacific reported having more than 60 depreciable asset classes, while Norfolk Southern reported using approximately 75 depreciable asset classes. The depreciation rate for each asset class could vary widely. Future valuation of Norfolk Southern's property could differ from the current book value and could materially impact the depreciation expense in future periods. An increase of $10 billion in Norfolk Southern's property could result in an increase of $275 million in annual depreciation expense assuming an average composite depreciation rate of 2.75% (or an average useful life of approximately 36 years).

[g] *Anticipated benefits and transaction related charges*-The pro forma financial statements do not include adjustments to reflect any potential costs that may be incurred in connection with actions required by regulatory or governmental authorities for regulatory approvals and clearances of the mergers, including divestitures or concessions; anticipated benefits, including synergies, cost savings, innovation, and operational efficiencies; or potential post-transaction costs, such as restructuring and integration charges.

7. Pro Forma Balance Sheet Transactions Accounting Adjustments

[a] *Reclassification adjustments*-Certain reclassification transaction accounting adjustments were made to the pro forma balance sheet to make the presentation conform to the presentation adopted by Union Pacific.

[1] Reclassified a portion of Norfolk Southern's other assets to operating lease assets in the amount of $237 million as of June 30, 2025.

[2] Reclassified a portion of Norfolk Southern's other long-term liabilities to operating lease liabilities in the amount of $165 million as of June 30, 2025.

[3] Reclassified Norfolk Southern's income and other taxes to accounts payable and other current liabilities in the amount of $223 million as of June 30, 2025.

[4] Reclassified Norfolk Southern's other current liabilities to accounts payable and other current liabilities in the amount of $1,037 million as of June 30, 2025.

[5] Reclassified Union Pacific's goodwill that was included in other assets because this caption would become material after the mergers in the amount of $106 million as of June 30, 2025.

[b] *Merger costs*-A transaction accounting adjustment was made for the estimated $190 million in merger costs to be incurred by Union Pacific. The adjustment was assumed to be recorded in accounts payable and other current liabilities as of June 30, 2025, and recorded net of taxes. The adjustment utilized a rate of 24.2%, derived as the sum of (a) the federal statutory tax rate and (b) the state statutory rates, net of federal benefits, both as disclosed by Union Pacific.

[c] *Debt*-For the purposes of these pro forma financial statements, we assume the entire cash consideration will be funded through new debt; however, we expect cash consideration will be funded through a combination of new debt and cash accumulated through cash provided by operating activities. The debt adjustment, which includes issuance and liability management costs of $190 million assumed to be paid in cash, was assumed to be recorded on June 30, 2025, for this pro forma balance sheet.

[d] *Historical shareholders' equity*-The historical shareholder's equity of Norfolk Southern will be eliminated as part of the mergers.

8. Non-recurring items and unusual results

Eastern Ohio incident-On February 3, 2023, a train operated by Norfolk Southern derailed in East Palestine, Ohio. The derailed equipment included 38 railcars, 11 of which were non-Norfolk Southern-owned tank cars containing hazardous materials. Fires associated with the derailment threatened certain tank cars. There was concern that the pressure inside of the tank cars carrying vinyl chloride was rising and that the pressure relief devices were no longer functioning properly, which would have posed the risk of a catastrophic explosion. Consequently, on February 6, 2023, the local incident commander (the East Palestine Fire Chief), in consultation with the incident command that included, among others, federal, state, and local officials and Norfolk Southern, opted to conduct a controlled vent and burn of five derailed tank cars, all of which contained vinyl chloride. This procedure involved creating holes in the five tank cars to drain the vinyl chloride into adjacent trenches that had been dug into the ground where the vinyl chloride was ignited and burned. Any remaining materials released from the derailment or during the vent and burn have been or are being remediated. The February 3, 2023, derailment, the associated fire, and the resulting vent and burn of the tank cars containing vinyl chloride on February 6, 2023, is referred to as the Eastern Ohio incident.

Although Norfolk Southern cannot predict the final outcome or estimate the reasonably possible range of loss related to the Eastern Ohio incident with certainty, Norfolk Southern has accrued amounts for probable and reasonably estimable liabilities for those environmental and non-environmental matters described in its most recent Annual Report on Form 10-K for the year ended December 31, 2024, as well as its subsequent filings with the SEC. Certain incurred costs related to the Eastern Ohio incident may be recoverable under Norfolk Southern's insurance policies in effect on the date of the Eastern Ohio incident or from third parties. Any additional amounts recoverable under Norfolk Southern's insurance policies or from third parties will be reflected in future periods when recovery is considered probable.

Amounts recorded related to the Eastern Ohio incident, including outstanding liabilities, are summarized in the table below:

Millions	*Environmental matters*	*Legal contingencies and other*	*Insurance recoveries*	*Total, net of recoveries*
Outstanding liabilities on December 31, 2023	$ 319	$ 145	$ -	$ 464
Expense/(recoveries) during the year ended December 31, 2024	190	785	(650)	325
(Payments)/receipts during the year ended December 31, 2024	(265)	(486)	632	(119)
Outstanding liabilities on December 31, 2024	244	444	(18)	670
Expense/(recoveries) during the six months ended June 30, 2025	-	146	(378)	(232)
(Payments)/receipts during the six months ended June 30, 2025	(35)	(78)	347	234
Outstanding liabilities on June 30, 2025	209	512	(49)	672

From the inception of the Eastern Ohio incident, Norfolk Southern has recognized a total of $1.2 billion in net expenses directly attributable to the Eastern Ohio incident, which includes $1.1 billion of recoveries. On June 30, 2025, and December 31, 2024, Norfolk Southern has also recorded a deferred tax asset of $122 million and $211 million, respectively, related to the Eastern Ohio incident expecting that certain expenses will be deductible for tax purposes in future periods or offset with insurance recoveries.

9. Pro Forma Earnings Per Share

The combined basic and diluted earnings per share for the periods presented are based on the combined weighted average basic and diluted common stock of Union Pacific and Norfolk Southern. As of the beginning of the periods presented, the historical weighted average basic and diluted shares of Norfolk Southern were assumed to be replaced by the common stock issued and share settlement of stock-based compensation by Union Pacific at the effective time of the mergers as discussed in note 4.

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

All statements, other than statements of current or historical fact, contained in this joint proxy statement/prospectus are forward-looking statements within the meaning of the "safe harbor" provisions of the Private Securities Litigation Reform Act of 1995, as amended. These statements relate to future events or future financial performance and involve known and unknown risks, uncertainties, and other factors that may cause Union Pacific's, Norfolk Southern's, or the combined company's actual results, levels of activity, performance, or achievements or those of the railroad industry to be materially different from those expressed or implied by any forward-looking statements. In some cases, forward-looking statements may be identified by the use of words like "may," "will," "could," "would," "should," "expect," "anticipate," "believe," "project," "estimate," "intend," "plan," "pro forma," or any variations or other comparable terminology.

All forward-looking statements included in this filing are based on information available to Union Pacific and Norfolk Southern on the date of this joint proxy statement/prospectus. While Union Pacific and Norfolk Southern have based these forward-looking statements on those expectations, assumptions, estimates, beliefs, and projections they view as reasonable, such forward-looking statements are only predictions and involve known and unknown risks and uncertainties, many of which involve factors or circumstances that are beyond Union Pacific's, Norfolk Southern's, or the combined company's control, including, but not limited to, in addition to factors disclosed in Union Pacific's and Norfolk Southern's respective filings with the SEC: the occurrence of any event, change, or other circumstance that could give rise to the right of one or both of the parties to terminate the merger agreement; the risk that potential legal proceedings may be instituted against Union Pacific or Norfolk Southern and result in significant costs of defense, indemnification, or liability; the possibility that the mergers do not close when expected or at all because required STB, shareholder, or CNA approvals and other conditions to closing are not received or satisfied on a timely basis or at all (and the risk that such approvals may result in the imposition of conditions that could adversely affect the combined company or the expected benefits of the mergers); the risk that the combined company will not realize expected benefits, cost savings, accretion, synergies, and/or growth from the mergers, or that such benefits may take longer to realize or be more costly to achieve than expected, including as a result of changes in, or problems arising from, general economic and market conditions, tariffs, interest and exchange rates, monetary policy, laws and regulations and their enforcement, and the degree of competition in the geographic and business areas in which Union Pacific and Norfolk Southern operate; disruption to the parties' businesses as a result of the announcement and pendency of the mergers; the costs associated with the anticipated length of time of the pendency of the mergers, including the restrictions contained in the merger agreement on the ability of Union Pacific and Norfolk Southern, respectively, to operate their respective businesses outside the ordinary course during the pendency of the mergers; the diversion of Union Pacific management's and Norfolk Southern management's attention and time from ongoing business operations and opportunities on merger-related matters; the risk that the integration of each party's operations will be materially delayed or will be more costly or difficult than expected, or that the parties are otherwise unable to successfully integrate each party's businesses into the other's businesses; the inability to retain key personnel; the possibility that the mergers may be more expensive to complete than anticipated, including as a result of unexpected factors or events; reputational risk and potential adverse reactions of Union Pacific's or Norfolk Southern's customers, suppliers, employees, labor unions, or other business partners, including those resulting from the announcement or completion of the mergers; the dilution caused by Union Pacific's issuance of additional shares of its common stock in connection with the consummation of the mergers; the risk of a downgrade of the credit rating of Union Pacific's indebtedness, which could give rise to an obligation to redeem existing indebtedness; a material adverse change in the financial condition of Union Pacific, Norfolk Southern, or the combined company; changes in domestic or international economic, political, or business conditions, including those impacting the transportation industry (including customers, employees, and supply chains); Union Pacific's, Norfolk Southern's, and the combined company's ability to successfully implement its respective operational, productivity, and strategic initiatives; a significant adverse event on Union Pacific's or Norfolk Southern's network, including, but not limited to, a mainline accident, discharge of hazardous materials, or climate-related or other network outage; the outcome of claims, litigation, governmental proceedings, and investigations involving Union Pacific or Norfolk Southern, including, in the case of Norfolk

Southern, those with respect to the Eastern Ohio incident; the nature and extent of Norfolk Southern's environmental remediation obligations with respect to the Eastern Ohio incident; new or additional governmental regulation and/or operational changes resulting from or related to the Eastern Ohio incident; a cybersecurity incident or other disruption to Union Pacific's, Norfolk Southern's, or the combined company's technology infrastructure; and risks and uncertainties set forth in or incorporated by reference into this joint proxy statement/prospectus in "*Risk Factors*" beginning on page 55.

This list of important factors is not intended to be exhaustive. These and other important factors, including those discussed under "Risk Factors" in Union Pacific's Annual Report on Form 10-K for the year ended December 31, 2024, as filed with the SEC on February 7, 2025, and Norfolk Southern's most recent Annual Report on Form 10-K for the year ended December 31, 2024, as filed with the SEC on February 10, 2025, as well as Union Pacific's and Norfolk Southern's subsequent filings with the SEC, may cause actual results, performance, or achievements to differ materially from those expressed or implied by these forward-looking statements. The forward-looking statements herein are made only as of the date they were first issued, and Union Pacific and Norfolk Southern disclaim any intention or obligation to update or revise any forward-looking statements, whether as a result of new information, future events, or otherwise, except as may be required by applicable law or regulation.

RISK FACTORS

In addition to the other information included and incorporated by reference into this joint proxy statement/prospectus, including, among others, the matters addressed in "Cautionary Note Regarding Forward-Looking Statements" beginning on page 53, you should carefully consider the following risk factors before deciding whether to vote for the share issuance proposal, in the case of Union Pacific shareholders, or for the merger agreement proposal, in the case of Norfolk Southern shareholders. In addition, you should read and consider the risks associated with each of the businesses of Union Pacific and Norfolk Southern because these risks will relate to the combined company following the completion of the mergers. Descriptions of some of these risks can be found in the respective Annual Reports of Union Pacific and Norfolk Southern on Form 10-K for the fiscal year ended December 31, 2024, as such risks may be updated or supplemented in each company's subsequently filed Quarterly Reports on Form 10-Q or Current Reports on Form 8-K, which are incorporated by reference into this joint proxy statement/prospectus. You should also consider the other information in this document and the other documents incorporated by reference into this document. See "Where You Can Find More Information" beginning on page 206.

Risks Related to the Mergers

The mergers are subject to conditions, some or all of which may not be satisfied or completed on a timely basis, if at all. Failure to complete the mergers could have material adverse effects on Union Pacific and Norfolk Southern.

The completion of the mergers is subject to a number of conditions, including, among others, the approval of the share issuance proposal by the Union Pacific shareholders, the approval of the merger agreement proposal by the Norfolk Southern shareholders, and the receipt of the requisite regulatory approvals, which make the completion of the mergers and timing thereof uncertain. See "*The Merger Agreement-Conditions to the Mergers*" for a more detailed description. Also, either Union Pacific or Norfolk Southern may terminate the merger agreement if the mergers have not been consummated by the end date (subject to an automatic extension in certain circumstances), except that this right to terminate the merger agreement will not be available to any party whose failure to perform any obligation under the merger agreement has been the primary cause of the failure of the mergers to be consummated on or before that date.

If the mergers are not completed, Union Pacific's and Norfolk Southern's respective ongoing businesses may be materially adversely affected and, without realizing any of the benefits of having completed the mergers, Union Pacific and Norfolk Southern will be subject to a number of risks, including the following:

- the market price of Union Pacific common stock or Norfolk Southern common stock could decline;
- Union Pacific or Norfolk Southern could owe substantial termination fees to the other party under certain circumstances (see "*The Merger Agreement-Termination*; *-Effect of Termination*; *-Termination Fees and Other Fees*");
- if the merger agreement is terminated and the Union Pacific board or the Norfolk Southern board seeks another business combination, Union Pacific shareholders and Norfolk Southern shareholders cannot be certain that Union Pacific or Norfolk Southern will be able to find a party willing to enter into a transaction on terms equivalent to or more attractive than the terms that the other party has agreed to in the merger agreement;
- time, resources, and costs committed by Union Pacific's and Norfolk Southern's respective management teams to matters relating to the mergers could otherwise have been devoted to pursuing other beneficial opportunities for their respective companies;
- Union Pacific or Norfolk Southern may experience negative reactions from the financial markets or from their respective customers, suppliers, employees, labor unions, or other business partners; and

- Union Pacific and Norfolk Southern will be required to pay their respective costs relating to the mergers, such as legal, accounting, financial advisory, and printing fees, whether or not the mergers are completed.

In addition, if the mergers are not completed, Union Pacific or Norfolk Southern could be subject to litigation related to any failure to complete the mergers or related to any enforcement proceeding commenced against Union Pacific or Norfolk Southern to perform their respective obligations under the merger agreement, and whether or not any such litigation has any merit, the cost of defending such litigation may be significant. The materialization of any of these risks could adversely impact Union Pacific and Norfolk Southern's respective ongoing businesses.

Similarly, delays in the completion of the mergers could, among other things, result in additional transaction costs, loss of revenue, or other negative effects associated with uncertainty about completion of the mergers.

Even if the merger agreement proposal is approved by Norfolk Southern shareholders, the date that Norfolk Southern shareholders will receive the merger consideration is still uncertain.

As described in this joint proxy statement/prospectus, completing the mergers is subject to numerous conditions, not all of which are controllable or waivable by Norfolk Southern or Union Pacific. Accordingly, if the merger agreement proposal is approved by Norfolk Southern shareholders, the date that Norfolk Southern shareholders will receive the merger consideration depends on the completion date of the mergers, which is uncertain.

The merger agreement contains provisions that limit each party's ability to pursue alternatives to the mergers, which could discourage a potential competing acquiror of either Union Pacific or Norfolk Southern from making an alternative proposal and, in specified circumstances, could require either party to pay substantial termination fees to the other party.

The merger agreement contains certain provisions that restrict each of Union Pacific's and Norfolk Southern's ability to initiate, solicit, knowingly encourage, or, subject to certain exceptions, engage in discussions or negotiations with respect to, or approve or recommend, any alternative proposal. Further, even if the Union Pacific board withdraws or qualifies its recommendation with respect to the share issuance proposal or if the Norfolk Southern board withdraws or qualifies its recommendation with respect to the merger agreement proposal, Union Pacific or Norfolk Southern, as the case may be, will still be required to submit each such proposal to a vote at their respective special meeting. In addition, the other party generally has an opportunity to offer to modify the terms of the transactions contemplated by the merger agreement in response to any alternative proposal before the board of directors of the company that has received the alternative proposal may withdraw or qualify its recommendation with respect to the applicable merger-related proposal.

In some circumstances, upon termination of the merger agreement in connection with an alternative proposal, Union Pacific may be required to pay a termination fee of $2.5 billion to Norfolk Southern, or Norfolk Southern may be required to pay a termination fee of $2.5 billion to Union Pacific. See "*Summary-The Merger Agreement-No Solicitation*," and "*The Merger Agreement-Termination*; *-Effect of Termination*; *-Termination Fees and Other Fees*."

These provisions could discourage a potential third-party acquiror or merger partner that might have an interest in acquiring all or a significant portion of Union Pacific or Norfolk Southern or pursuing an alternative acquisition transaction from considering or proposing such a transaction, even if it were prepared to pay consideration with a higher per-share value than the per-share value proposed to be received or realized in the mergers. In particular, a termination fee, if applicable, could result in a potential third-party acquiror or merger partner proposing to pay a lower price to the Union Pacific shareholders or Norfolk Southern shareholders than it might otherwise have proposed to pay absent such a fee.

If the merger agreement is terminated in accordance with its terms, and either Union Pacific or Norfolk Southern determines to seek another business combination, Union Pacific or Norfolk Southern, as applicable, may not be able to negotiate a transaction with another party on terms comparable to, or better than, the terms of the merger agreement.

The exchange ratio is fixed and will not be adjusted in the event of any change in either Union Pacific's or Norfolk Southern's stock price. As a result, the merger consideration payable to Norfolk Southern's shareholders may be subject to change if Union Pacific's stock price fluctuates.

Upon completion of the first merger, each share of Norfolk Southern common stock will be converted into the right to receive $88.82 in cash, without interest, and one (1) validly issued, fully paid, and nonassessable share of Union Pacific common stock. This exchange ratio will not be adjusted for changes in the market price of either Union Pacific common stock or Norfolk Southern common stock between the date the merger agreement was signed and completion of the first merger. Due to the fixed exchange ratio, fluctuations in the price of Union Pacific common stock will drive corresponding changes in the value of the merger consideration payable to each Norfolk Southern shareholder. As a result, changes in the price of Union Pacific common stock prior to the completion of the first merger will affect the value of Union Pacific common stock that Norfolk Southern shareholders will receive upon the effectiveness of the first merger.

The price of Union Pacific common stock has fluctuated during the period between the date the merger agreement was executed and the date of this joint proxy statement/prospectus, and may continue to change through the date of each of Union Pacific and Norfolk Southern's shareholder meetings and the date the first merger is completed. For example, based on the range of closing prices of Union Pacific common stock during the period from July 28, 2025, the last trading day before the public announcement of the merger agreement, through September 9, 2025, the last practicable trading day before the date of this joint proxy statement/prospectus, the exchange ratio resulted in an implied value of the merger consideration ranging from a high of approximately $318.06 to a low of approximately $304.87 for each share of Norfolk Southern common stock. The actual market value of the Union Pacific common stock received by Norfolk Southern shareholders upon completion of the first merger may result in an implied value of the merger consideration outside this range.

These variations could result from changes in the business, operations, or prospects of Union Pacific or Norfolk Southern prior to or following the completion of the mergers, regulatory considerations, general market and economic conditions, and other factors both within and beyond the control of Union Pacific or Norfolk Southern. At the time of the Norfolk Southern special meeting, Norfolk Southern shareholders will not know with certainty the value of the shares of Union Pacific common stock that they will receive upon completion of the mergers.

The shares of Union Pacific common stock to be received by Norfolk Southern shareholders upon completion of the mergers will have different rights from shares of Norfolk Southern common stock.

Upon completion of the mergers, Norfolk Southern shareholders will no longer be shareholders of Norfolk Southern but will instead become shareholders of Union Pacific, and their rights as Union Pacific shareholders will be governed by the terms of the Union Pacific articles of incorporation and the Union Pacific by-laws. The terms of the Union Pacific articles of incorporation and the Union Pacific by-laws are in some respects materially different than the terms of the Norfolk Southern articles of incorporation and the Norfolk Southern bylaws, which currently govern the rights of Norfolk Southern shareholders. For a discussion of the different rights associated with shares of Norfolk Southern common stock and shares of Union Pacific common stock, see "*Comparison of Rights of Shareholders of Union Pacific and Norfolk Southern*."

Members of the management and boards of directors of Union Pacific and Norfolk Southern have interests in the mergers that may be different from, or in addition to, those of other shareholders.

In considering whether to approve the share issuance proposal, Union Pacific shareholders should recognize that members of Union Pacific management and the Union Pacific board have interests in the mergers that may be different from, or in addition to, their interests as shareholders of Union Pacific.

These interests include that all eleven (11) members of the Union Pacific board will remain on the Union Pacific board, Michael R. McCarthy, the Chairman of the Union Pacific board, will remain as the Chairman of the Union Pacific board, and V. James Vena, the Chief Executive Officer of Union Pacific, will remain as the Chief Executive Officer of Union Pacific. The Union Pacific board was aware of these interests and considered them, among other matters, in approving the merger agreement and making its recommendation that the Union Pacific shareholders vote "**FOR**" the share issuance proposal and the Union Pacific adjournment proposal.

In considering the recommendation of the Norfolk Southern board to approve the merger agreement proposal, Norfolk Southern shareholders should be aware that Norfolk Southern's directors and executive officers have interests in the mergers that may be different from, or in addition to, the interests of Norfolk Southern shareholders generally, including treatment of outstanding Norfolk Southern equity awards in connection with the transactions contemplated by the merger agreement, potential severance benefits, potential transaction bonuses, and rights to ongoing indemnification and insurance coverage.

These interests also include that, prior to the completion of the mergers, the Union Pacific board will increase its size from eleven (11) to fourteen (14) directors and cause three (3) individuals who serve on the Norfolk Southern board immediately prior to the effectiveness of the first merger to be appointed as members of the Union Pacific board to fill the three (3) new vacancies. The designees will be determined by the Union Pacific board, except that the designees will include Mark R. George, the current President and Chief Executive Officer of Norfolk Southern, and Richard H. Anderson, the current Chairman of the Norfolk Southern board. Such individuals must be qualified, willing, and suitable to serve as a director under all applicable corporate governance policies and guidelines of Union Pacific as reviewed and determined reasonably and in good faith by the Corporate Governance, Nominating and Sustainability Committee of the Union Pacific board.

The Norfolk Southern board was aware of these interests and considered them, among other matters, in evaluating and negotiating the merger agreement and in reaching its decision to (i) determine that it is in the best interests of Norfolk Southern and its shareholders, and declare it advisable, to enter into the merger agreement, (ii) approve the execution, delivery, and performance of the merger agreement and the consummation of the transactions contemplated by the merger agreement, including the mergers, (iii) adopt the merger agreement, and (iv) direct that the merger agreement proposal, the merger-related compensation proposal, and the Norfolk Southern adjournment proposal be submitted to the Norfolk Southern shareholders for approval at the Norfolk Southern special meeting.

These and other such interests are further described in "*The Mergers-Interests of Directors and Executive Officers in the Mergers-Interests of Union Pacific Directors and Executive Officers in the Mergers*" and "*The Mergers-Interests of Directors and Executive Officers in the Mergers-Interests of Norfolk Southern Directors and Executive Officers in the Mergers*."

The mergers are subject to the receipt of the requisite regulatory approvals, which requisite regulatory approvals may never be obtained, therefore preventing completion of the mergers. In addition, in granting such approvals, regulatory authorities may impose conditions that could have a significant adverse effect on Union Pacific, Norfolk Southern, or the combined company and the expected benefits of the mergers therefore preventing completion of the mergers.

Before the mergers may be completed, the requisite regulatory approvals must have been obtained, including STB approval, as described in the section "*The Mergers-Regulatory Approvals Required for the Mergers*." The terms and conditions of the approvals that are granted may impose requirements, concessions, limitations, or costs or place restrictions on the conduct of the combined company's business. Subject to the terms and conditions of the merger agreement, Union Pacific and Norfolk Southern have each agreed to use their reasonable best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with each other in doing, all things necessary, proper, or advisable to cause the conditions to closing set forth in the merger agreement to be satisfied and to consummate and make effective the mergers and the other

transactions contemplated by the merger agreement prior to the end date, except that Union Pacific and its subsidiaries are not required to take, or commit to take, or agree to or accept any "materially burdensome regulatory condition" (as further described in "*The Merger Agreement-Covenants and Agreements-Reasonable Best Efforts*"). For purposes of the foregoing, "reasonable best efforts" includes, among others, (i) proposing, negotiating, committing to, and effecting, by consent decree, hold separate order, or otherwise, the sale, divestiture, license, hold separate, or disposition of any and all of the share capital or other equity interest, assets, products, or businesses of Union Pacific and its subsidiaries or of Norfolk Southern and its subsidiaries and (ii) otherwise taking or committing to take any actions that after the first effective time would limit Union Pacific's or its subsidiaries' freedom of action with respect to, or their ability to retain, or otherwise agreeing to any restriction, requirement, or limitation with respect to their or one or more of their subsidiaries' assets, products, or businesses, in each case as may be required in order to avoid the entry of, or to effect the dissolution of, any injunction, temporary restraining order, or other order that would otherwise have the effect of preventing or delaying the closing. The STB and other regulatory and governmental authorities may impose requirements, concessions, and other conditions on the granting of such approvals. If such regulatory and governmental authorities seek to impose such requirements, concessions, or conditions, lengthy negotiations may ensue among such authorities, Union Pacific and Norfolk Southern. Such requirements, concessions, and conditions and the process of obtaining regulatory approvals could have the effect of delaying completion of the mergers and such requirements, concessions, and conditions may not be identified or satisfied for an extended period of time following the Union Pacific special meeting and the Norfolk Southern special meeting. Such requirements, concessions and conditions may also impose additional costs or limitations on the combined company following the completion of the mergers and the parties have agreed to accept such requirements, concessions, and conditions, even if significant, subject to the agreed-upon materially burdensome regulatory condition limitation in favor of Union Pacific. These requirements, concessions, and conditions may therefore reduce the anticipated benefits of the mergers, including synergies, which could also have a significant adverse effect on the combined company's business and cash flows and results of operations, and neither Union Pacific nor Norfolk Southern can predict what, if any, requirements, concessions, and conditions may be required by regulatory or governmental authorities whose approvals are required. The requisite regulatory approvals may not be obtained at all, may not be obtained in a timely fashion, and may contain conditions on the completion of the mergers.

In addition, under existing law, railroad competitors and customers of Union Pacific and Norfolk Southern and other interested parties may intervene to oppose the STB application or seek protective conditions in the event approval by the STB is granted, which might affect the decision of the STB, delay the approval process, or reduce the anticipated benefits of the mergers. Furthermore, if the STB does not provide final approval or imposes conditions on its approval in a final order, and Union Pacific and Norfolk Southern decide to appeal such final order from the STB, any such appeal might not be resolved for a substantial period of time after the entry of such order by the STB.

For a more detailed description of the regulatory review process, see "*The Mergers-Regulatory Approvals Required for the Merger*" and "*The Merger Agreement-Covenants and Agreements-Reasonable Best Efforts; Regulatory Filings and Other Actions*."

Each party is subject to business uncertainties and contractual restrictions while the mergers are pending, which could adversely affect each party's business and operations.

In connection with the pendency of the mergers, some customers, suppliers, and other persons with whom Union Pacific or Norfolk Southern has a business relationship have or may delay or defer certain business decisions or terminate, change, or renegotiate their relationships with Union Pacific or Norfolk Southern, as the case may be, as a result of the mergers, which could negatively affect Union Pacific's or Norfolk Southern's respective revenues, earnings, and cash flows, as well as the market price of Union Pacific common stock or Norfolk Southern common stock, regardless of whether the mergers are completed.

Under the terms of the merger agreement, each of Union Pacific and Norfolk Southern is subject to certain restrictions on the conduct of its business prior to completing the first merger, which may adversely affect its

ability to execute certain of its business strategies, including, in the case of Norfolk Southern, the ability in certain cases to enter into or amend contracts, acquire or dispose of assets, incur indebtedness, incur capital expenditures, settle litigation, amend organizational documents, declare dividends, enter new business lines, and invest in third parties. Such limitations could adversely affect each party's businesses and operations prior to the completion of the mergers.

Each of the risks described above may be exacerbated by delays or other adverse developments with respect to the completion of the mergers.

Uncertainties associated with the mergers may cause a loss of management personnel and other key employees, and Union Pacific and Norfolk Southern may have difficulty attracting and motivating management personnel and other key employees, which could adversely affect the future business and operations of the combined company.

Union Pacific and Norfolk Southern are dependent on the experience and industry knowledge of their respective management personnel and other key employees to execute their business plans. The combined company's success after the completion of the mergers will depend in part upon the ability of Union Pacific and Norfolk Southern to attract, motivate, and retain key management personnel and other key employees. Prior to completion of the mergers, current and prospective employees of Union Pacific and Norfolk Southern may experience uncertainty about their roles within the combined company following the completion of the mergers, which may have an adverse effect on the ability of each of Union Pacific and Norfolk Southern to attract, motivate, or retain management personnel and other key employees. In addition, no assurance can be given that the combined company will be able to attract, motivate, or retain management personnel and other key employees of Union Pacific and Norfolk Southern to the same extent that Union Pacific and Norfolk Southern have previously been able to attract or retain their own employees.

If the mergers do not qualify as a "reorganization" under Section 368(a) of the Code, the U.S. holders of Norfolk Southern common stock may be required to pay additional U.S. federal income taxes.

Union Pacific and Norfolk Southern intend for the mergers, taken together, to qualify as a "reorganization" within the meaning of Section 368(a) of the Code for U.S. federal income tax purposes, and Union Pacific and Norfolk Southern intend to report the mergers consistent with such qualification. Assuming the mergers so qualify, a U.S. holder (as defined in "*The Mergers-U.S. Federal Income Tax Consequences*") of Norfolk Southern common stock that receives shares of Union Pacific common stock and cash in exchange for shares of Norfolk Southern common stock pursuant to the first merger generally will recognize gain (but not loss) in an amount equal to the lesser of (i) the amount, if any, by which the sum of the cash and the fair market value of the Union Pacific common stock received by such U.S. holder in the first merger exceeds such U.S. holder's adjusted tax basis in such U.S. holder's Norfolk Southern common stock exchanged therefor and (ii) the amount of cash received by such U.S. holder. However, it is not a condition to Union Pacific's obligation or Norfolk Southern's obligation to complete the transactions that the mergers, taken together, qualify as a "reorganization" or that Norfolk Southern or Union Pacific receive an opinion from counsel to that effect, and it is possible that the mergers, taken together, may not so qualify.

Union Pacific and Norfolk Southern have not sought and will not seek any ruling from the U.S. Internal Revenue Service regarding any matters relating to the mergers and the other transactions contemplated by the merger agreement and, as a result, there can be no assurance that the U.S. Internal Revenue Service would not assert that the mergers, taken together, do not qualify as a "reorganization," or that a court would not sustain such a position. If the U.S. Internal Revenue Service or a court were to determine that the mergers, taken together, do not qualify as a "reorganization" within the meaning of Section 368(a) of the Code, a U.S. holder of Norfolk Southern common stock that receives shares of Union Pacific common stock and cash in exchange for shares of Norfolk Southern common stock pursuant to the first merger generally would recognize taxable gain or loss in an

amount equal to the difference, if any, between (i) the sum of the cash and the fair market value of the Union Pacific common stock received by such U.S. holder and (ii) such U.S. holder's adjusted tax basis in the Norfolk Southern common stock exchanged therefor.

Holders of Norfolk Southern common stock should consult with their tax advisors to determine the particular U.S. federal, state, local, or non-U.S. income or other tax consequences of the mergers to them. For a more detailed description of the U.S. federal income tax consequences of the mergers, see "*The Mergers-U.S. Federal Income Tax Consequences*."

Union Pacific and Norfolk Southern may be targets of securities class action and derivative lawsuits that could result in substantial costs and may delay or prevent the mergers from being completed, whether or not such lawsuits have any merit.

Securities class action lawsuits and derivative lawsuits are often brought against public companies that have entered into merger agreements. Even if the lawsuits are without merit, defending against or otherwise resolving these claims can result in substantial costs and divert management time and resources. An adverse judgment could result in monetary damages, which could have a negative impact on Union Pacific's and Norfolk Southern's respective liquidity and financial condition. Additionally, if a plaintiff is successful in obtaining an injunction prohibiting completion of the mergers, then that injunction may delay or prevent the mergers from being completed, or from being completed within the expected timeframe, which may adversely affect Union Pacific's and Norfolk Southern's respective business, financial position, and results of operation.

None of the opinions regarding the fairness, from a financial point of view, of the exchange ratio in the first merger delivered to the Union Pacific board and the Norfolk Southern board prior to the signing of the merger agreement reflects any changes in circumstances since the date on which such opinions were delivered.

Each of the opinions rendered by Morgan Stanley and Wells Fargo, financial advisors to Union Pacific, to the Union Pacific board on, and dated, July 28, 2025, and by BofA, financial advisor to Norfolk Southern, to the Norfolk Southern board on, and dated, July 28, 2025, were based upon information available to such financial advisors as of the date of each respective opinion. None of the opinions reflect any changes that may occur or may have occurred after the date on which that opinion was delivered, including changes to the operations and prospects of Union Pacific or Norfolk Southern, changes in general market and economic conditions, or other changes which may be beyond the control of Union Pacific and Norfolk Southern. Any such changes may alter the relative value of Union Pacific or Norfolk Southern or the prices of shares of Union Pacific common stock or Norfolk Southern common stock by the time the mergers are completed. The opinions do not speak as of the date the mergers will be completed or as of any date other than the date of each respective opinion. For a description of the opinions that the Union Pacific board received from Union Pacific's financial advisors, see "*The Mergers-Opinions of Union Pacific's Financial Advisors*." For a description of the opinion that the Norfolk Southern board received from Norfolk Southern's financial advisor, see "*The Mergers-Opinion of Norfolk Southern's Financial Advisor*."

Holders of Union Pacific common stock and holders of Norfolk Southern common stock will not have appraisal rights or dissenters' rights in the mergers.

Appraisal rights (also known as dissenters' rights) are statutory rights that, if applicable under law, enable shareholders to dissent from an extraordinary transaction, such as a merger, and to demand that the corporation pay the fair value for their shares as determined by a court in a judicial proceeding instead of receiving the consideration offered to shareholders in connection with the extraordinary transaction.

Under Utah law, Union Pacific shareholders will not be entitled to any appraisal rights in connection with the first merger, the second merger, or any other transactions described in this joint proxy statement/prospectus.

Under Virginia law, Norfolk Southern shareholders will not be entitled to any appraisal rights in connection with the first merger, the second merger, or any other transactions described in this joint proxy statement/prospectus.

The unaudited pro forma condensed combined financial information in this joint proxy statement/prospectus is presented for illustrative purposes only and may not be reflective of the financial position and results of operations of the combined company following completion of the mergers.

The unaudited pro forma condensed combined financial information in this joint proxy statement/prospectus was prepared for illustrative and informational purposes only, to demonstrate the estimated effects of the mergers and certain other related transactions and adjustments. The unaudited pro forma condensed combined financial information was prepared using the acquisition method of accounting in accordance with GAAP with the expectation, as of the date of this joint proxy statement/prospectus, that Union Pacific will be identified as the acquirer. The unaudited pro forma condensed combined financial information was prepared on the basis that such preliminary estimated adjustments will be incurred to achieve the mergers, are pending finalization of various estimates, inputs, and analyses, and do not include adjustments to reflect any potential costs that may be incurred in connection with actions required by regulatory or governmental authorities for regulatory approvals and clearances of the mergers, including divestitures or concessions; anticipated benefits, including synergies, costs savings, innovation, and operational efficiencies; or potential post-merger costs, such as restructuring and integration charges.

The unaudited pro forma condensed combined financial information is not necessarily indicative of what the combined company's actual financial position or results of operations would have actually been had the mergers been completed as of the dates indicated. Further, the unaudited pro forma condensed combined financial information does not purport to project the future financial position or results of operations of the combined company after the mergers, which may differ materially and adversely from the unaudited pro forma condensed combined financial information that is included in this joint proxy statement/prospectus. The final acquisition accounting will be based upon the actual consideration and the fair value of the assets to be acquired and liabilities to be assumed of the party that is determined to be the acquiree under GAAP as of the date of the completion of the mergers. In addition, subsequent to the closing date, there will be further refinements of the acquisition accounting as additional information becomes available. Accordingly, the final acquisition accounting may differ materially from the unaudited pro forma condensed combined financial information reflected in this document. See "*Unaudited Pro Forma Condensed Combined Financial Information*" for more information.

Completion of the mergers may trigger change in control or other provisions in certain agreements to which Norfolk Southern or its subsidiaries are a party, which may have an adverse impact on the combined company's business and results of operations.

The completion of the mergers may trigger change in control and other provisions in certain agreements to which Norfolk Southern or its subsidiaries are a party. If Union Pacific and Norfolk Southern are unable to negotiate waivers of those provisions, the counterparties may exercise their rights and remedies under the agreements, potentially terminating the agreements or seeking monetary damages. Even if Union Pacific and Norfolk Southern are able to negotiate waivers, the counterparties may require a fee for such waivers or seek to renegotiate the agreements on terms less favorable to Norfolk Southern or the combined company. Any of the foregoing or similar developments may have an adverse impact on the combined company's business and results of operations.

Norfolk Southern's and Union Pacific's financial forecasts are based on various assumptions that may not prove to be correct.

The financial forecasts set forth in "*Certain Unaudited Prospective Financial Information*" are based on assumptions of, and information available to, Norfolk Southern and Union Pacific at the time they were prepared

and provided to the Norfolk Southern board and Union Pacific board, respectively, along with their respective financial advisors. Norfolk Southern and Union Pacific do not know whether such assumptions will prove correct. Any or all of such forecasts may turn out to be wrong. Such forecasts can be adversely affected by inaccurate assumptions or by known or unknown risks and uncertainties, many of which are beyond Norfolk Southern's and Union Pacific's control. Many factors discussed in, or in documents incorporated by reference into, this joint proxy statement/prospectus, including the risks outlined in this "*Risk Factors*" section and the events or circumstances described under "*Cautionary Note Regarding Forward-Looking Statements*," will be important in determining Norfolk Southern's, Union Pacific's, and the combined companies' future results. As a result of these contingencies, actual future results may vary materially from Norfolk Southern's and Union Pacific's forecasts.

In view of these uncertainties, the inclusion of Norfolk Southern's and Union Pacific's financial forecasts in this joint proxy statement/prospectus is not and should not be viewed as a representation that the forecast results will be achieved. Further, any forward-looking statement speaks only as of the date on which it is made, and Norfolk Southern and Union Pacific undertake no obligation, other than as required by applicable law, to update the financial forecasts herein to reflect events or circumstances after the date those financial forecasts were prepared or to reflect the occurrence of anticipated or unanticipated events or circumstances. Moreover, neither Norfolk Southern's nor Union Pacific's independent accountants, nor any other independent accountants, have compiled, examined, or performed any procedures with respect to Norfolk Southern's or Union Pacific's unaudited prospective financial information contained herein, nor have they expressed any opinion or any other form of assurance on such information or achievability thereof.

Risks Relating to the Combined Company after Completion of the Mergers

The combined company may be unable to successfully integrate the businesses of Union Pacific and Norfolk Southern and realize the anticipated benefits of the mergers.

The success of the mergers will depend, in part, on the combined company's ability to successfully combine the businesses of Union Pacific and Norfolk Southern, which currently operate as independent public companies, and realize the anticipated benefits, including synergies, cost savings, innovation, and operational efficiencies, from the combination. If the combined company is unable to achieve these objectives within the anticipated time frame, or at all, the anticipated benefits may not be realized fully, or at all, or may take longer to realize than expected and the value of its common stock may be harmed. Additionally, as a result of the mergers, rating agencies may take negative actions against the combined company's credit ratings, which may increase the combined company's financing costs, including in connection with any financing of the mergers.

The mergers involve the integration of Norfolk Southern's business with Union Pacific's existing business, which is a complex, costly, and time-consuming process. Neither Union Pacific nor Norfolk Southern have previously completed a transaction comparable in size or scope to the mergers. The integration of the two (2) companies may result in material challenges, including, without limitation:

- the diversion of management's attention from ongoing business concerns and performance shortfalls at one or both of the companies as a result of the devotion of management's attention to the mergers;
- managing a larger combined company;
- creating, implementing, and executing a unified business strategy, and operational, financial, and managerial control with respect to the combined entity;
- the inherent risk and complexity of integrating railroad operations, including operating, information technology, safety, and managerial systems and processes, particularly on a large scale, in the context of ongoing business operations and customer commitments;
- maintaining employee morale and attracting, motivating, and retaining management personnel and other key employees;

- the possibility of faulty assumptions underlying expectations regarding the integration process;
- retaining existing business and operational relationships and attracting new business and operational relationships;
- issues in integrating information technology, operational, safety, communications and other systems;
- consolidating corporate and administrative infrastructures and eliminating duplicative operations and inconsistencies in standards, controls, procedures, and policies;
- coordinating geographically separate organizations;
- unanticipated changes in federal or state laws or regulations or international trade agreements, including additional regulatory scrutiny or additional regulatory requirements as a result of the transaction or the size, scope, and complexity of the combined company's business operations; and
- unforeseen expenses or delays associated with the mergers.

Many of these factors will be outside of the combined company's control and any one of them could result in delays, increased costs, decreases in the amount of expected revenues, and diversion of management's time and energy, which could materially affect the combined company's financial position, results of operations, and cash flows.

Union Pacific and Norfolk Southern have operated, and until completion of the mergers will continue to operate, independently. Union Pacific and Norfolk Southern are currently permitted to conduct only limited planning for the integration of the two (2) companies following the mergers and have not yet determined the exact nature of how the businesses and operations of the two (2) companies will be combined after the mergers. The actual integration may result in additional and unforeseen expenses, and the anticipated benefits of the integration plan may not be realized.

Union Pacific shareholders and Norfolk Southern shareholders will have a reduced ownership and voting interest after the mergers and will exercise less influence over the policies of the combined company than they now have on the policies of Union Pacific and Norfolk Southern, respectively.

Union Pacific shareholders presently have the right to vote in the election of the Union Pacific board and on other matters affecting Union Pacific. Norfolk Southern shareholders presently have the right to vote in the election of the Norfolk Southern board and on other matters affecting Norfolk Southern. Immediately after the mergers are completed, it is expected that current Union Pacific shareholders will own approximately 73% of the combined company's common stock outstanding and current Norfolk Southern shareholders will own approximately 27% of the combined company's common stock outstanding, based on the number of shares and stock-based awards of Union Pacific and Norfolk Southern outstanding as of September 9, 2025, the last practicable trading day before the date of the joint proxy statement/prospectus.

As a result, current Union Pacific shareholders and current Norfolk Southern shareholders will have less influence on the policies of the combined company than they now have on the policies of Union Pacific and Norfolk Southern, respectively.

The future results of the combined company may be adversely impacted if the combined company does not effectively manage its expanded operations following the completion of the mergers.

Following the completion of the mergers, the size of the combined company's business will be significantly larger than the current size of either Union Pacific's or Norfolk Southern's respective businesses. The combined company's ability to successfully manage this expanded business will depend, in part, upon management's ability to design and implement operational, managerial, financial, and strategic initiatives that address not only the integration of two (2) independent stand-alone companies, but also the increased scale and scope of the combined

business with its associated increased costs and complexity. There can be no assurances that the combined company will be successful or that it will realize the expected operating efficiencies, cost savings, and other benefits currently anticipated from the mergers.

Failure by Norfolk Southern to successfully execute its business strategy and objectives may materially adversely affect the future results of the combined company and, consequently, the market value of Union Pacific common stock.

The success of the mergers will depend, in part, on the ability of Norfolk Southern to successfully execute its business strategy, including making deliveries in a safe and reliable manner, minimizing service interruptions, and investing in its infrastructure to maintain its rail system and serve its customer base. These objectives are capital intensive. Furthermore, Norfolk Southern's business strategy, operations, and plans for growth and expansion rely significantly on agreements with other railroads and third parties, including joint ventures and other strategic alliances, as well as interchange, trackage rights, haulage rights, and marketing agreements with other railroads and third parties that enable Norfolk Southern to exchange traffic and utilize trackage that it does not own. Norfolk Southern's ability to provide comprehensive rail service to its customers depends in large part upon its ability to maintain these agreements with other railroads and third parties, and upon the performance of the obligations under the agreements by the other railroads and third parties. The termination of, or the failure to renew, these agreements could have a material adverse effect on Norfolk Southern's consolidated financial statements and interfere with its business strategy, operations, and plans for growth. If Norfolk Southern is not able to achieve its business strategy on a timely basis, or otherwise fails to perform in accordance with Union Pacific's (or Norfolk Southern's) expectations, the anticipated benefits of the mergers may not be realized fully or at all, and the mergers may materially adversely affect the results of operations, financial condition, and prospects of the combined company, and, consequently, the market value of Union Pacific common shares.

Failure by Union Pacific to successfully execute its business strategy and objectives may materially adversely affect the future results of the combined company and, consequently, the market value of Union Pacific common stock.

The success of the mergers will depend, in part, on the ability of Union Pacific to successfully execute its business strategy, including making deliveries in a safe and reliable manner, minimizing service interruptions, and investing in its infrastructure to maintain its rail system and serve its customer base. These objectives are capital intensive. Furthermore, Union Pacific's business strategy, operations, and plans for growth and expansion rely significantly on agreements with other railroads and third parties, including joint ventures and other strategic alliances, as well as interchange, trackage rights, haulage rights, and marketing agreements with other railroads and third parties that enable Union Pacific to exchange traffic and utilize trackage that it does not own. Union Pacific's ability to provide comprehensive rail service to its customers depends in large part upon its ability to maintain these agreements with other railroads and third parties, and upon the performance of the obligations under the agreements by the other railroads and third parties. The termination of, or the failure to renew, these agreements could have a material adverse effect on Union Pacific's consolidated financial statements and interfere with its business strategy, operations, and plans for growth. If Union Pacific is not able to achieve its business strategy on a timely basis, or otherwise fails to perform in accordance with Norfolk Southern's (or Union Pacific's) expectations, the anticipated benefits of the mergers may not be realized fully or at all, and the mergers may materially adversely affect the results of operations, financial condition, and prospects of the combined company, and, consequently, the market value of Union Pacific common shares.

The combined company is expected to incur substantial expenses related to the completion of the mergers and the integration of Union Pacific and Norfolk Southern.

The combined company is expected to incur substantial expenses in connection with the completion of the mergers and the integration of Union Pacific and Norfolk Southern. There are a large number of processes, policies, procedures, operations, technologies, and systems that must be integrated, including purchasing,

accounting and finance, sales, payroll, pricing, revenue management, marketing, and benefits. In addition, the businesses of Union Pacific and Norfolk Southern will continue to maintain a presence in Omaha, Nebraska and Atlanta, Georgia, respectively. The substantial majority of these costs will be non-recurring expenses related to the mergers (including any financing of the mergers), facilities, and systems consolidation costs. The combined company may incur additional costs to retain employees and/or maintain employee morale and to attract, motivate, or retain management personnel and other key employees. Union Pacific and Norfolk Southern will also incur transaction fees and costs related to formulating integration plans for the combined business, and the execution of these plans may lead to additional unanticipated costs. Additionally, as a result of the mergers, rating agencies may take negative actions with regard to the combined company's credit ratings, which may increase the combined company's financing costs, including in connection with any financing of the mergers. These incremental transaction and merger-related costs may exceed the savings the combined company expects to achieve from the elimination of duplicative costs and the realization of other efficiencies related to the integration of the businesses, particularly in the near term, and in the event there are material unanticipated costs.

The combined company's indebtedness may limit its flexibility and increase its borrowing costs.

As of August 31, 2025, Union Pacific had approximately $31.8 billion of outstanding indebtedness and Norfolk Southern had approximately $17.1 billion of outstanding indebtedness. The combined company's consolidated indebtedness may have the effect of, among other things, increasing borrowing costs. In addition, the amount of cash required to service the indebtedness levels will be greater than the amount of cash flows required to service the indebtedness of Union Pacific or Norfolk Southern individually prior to completion of the mergers. The level of indebtedness could also reduce dividend payments, share repurchases, and other activities and may create competitive disadvantages relative to other companies with lower debt levels. The combined company may be required to raise additional financing for working capital, capital expenditures, acquisitions, or other general corporate purposes. The combined company's ability to arrange additional financing or refinancing will depend on, among other factors, its financial condition and performance, as well as prevailing market conditions, the terms of third party debt financing incurred in connection with the consummation of the mergers (if any), and other factors beyond its control. There can be no assurance that the combined company will be able to obtain additional financing or arrange refinancing on terms acceptable to it or at all, and any such failure could materially adversely affect its operations and financial condition. For more information on the financial impact of the mergers on the combined company's indebtedness, see "*Unaudited Pro Forma Condensed Combined Financial Information*."

Union Pacific expects to obtain financing in connection with the mergers but cannot guarantee that it will be able to obtain such financing on favorable terms or at all.

Union Pacific anticipates that the funds needed to complete the transactions contemplated by the merger agreement will be derived from a combination of (i) available cash on hand and (ii) third party debt financing. Union Pacific's ability to obtain any such new debt financing will depend on, among other factors, its financial condition and performance, as well as prevailing market conditions, the terms of such financing, and other factors beyond Union Pacific's control. Union Pacific cannot assure you that it will be able to obtain new debt financing on terms acceptable to it or at all, and any such failure could materially adversely affect its operations and financial condition. Union Pacific's obligation to complete the mergers is not conditioned upon the receipt of any financing. Norfolk Southern has no consent right over the terms of any such third party debt financing.

The financing arrangements that the combined company will enter into in connection with the mergers may, under certain circumstances, contain restrictions and limitations that could significantly impact the combined company's ability to operate its business.

Union Pacific expects to incur significant new indebtedness in connection with the mergers. Union Pacific and Norfolk Southern expect that the agreements governing the indebtedness that the combined company will incur

in connection with the mergers will contain covenants that, among other things, may, under certain circumstances, place limitations on the dollar amounts paid or other actions relating to:

- payments in respect of, or redemptions or acquisitions of, debt or equity issued by the combined company or its subsidiaries, including the payment of dividends on Union Pacific common stock;
- incurring additional indebtedness;
- incurring guarantee obligations;
- paying dividends;
- creating liens on assets;
- entering into sale and leaseback transactions;
- making loans or advances;
- entering into hedging transactions;
- engaging in mergers, consolidations, or sales of all or substantially all of their respective assets; and
- engaging in certain transactions with affiliates.

In addition, the combined company will likely be required to maintain a minimum amount of excess availability as set forth in these agreements.

The combined company's ability to maintain minimum excess availability in future periods will depend on its ongoing financial and operating performance, which in turn will be subject to economic conditions and to financial, market, and competitive factors, many of which are beyond the combined company's control. The ability to comply with this covenant in future periods will also depend on the combined company's ability to successfully implement its overall business strategy and realize the anticipated benefits of the mergers, including synergies, cost savings, innovation, and operational efficiencies.

Various risks, uncertainties, and events beyond the combined company's control could affect its ability to comply with the covenants contained in its financing agreements. Failure to comply with any of the covenants in its existing or future financing agreements could result in a default under those agreements and under other agreements containing cross-default provisions. A default would permit lenders to accelerate the maturity of the debt under these agreements and to foreclose upon any collateral securing the debt. Under these circumstances, the combined company might not have sufficient funds or other resources to satisfy all of its obligations. In addition, the limitations imposed by financing agreements on the combined company's ability to incur additional debt and to take other actions might significantly impair its ability to obtain other financing.

For additional information regarding the financing of the mergers, see "*The Merger Agreement-Financing*."

The market price of the combined company's common stock may be affected by factors different from those that are currently affecting or have historically affected the price of Union Pacific or Norfolk Southern common stock.

Upon completion of the mergers, holders of Union Pacific common stock and Norfolk Southern common stock will be holders of Union Pacific common stock. As the businesses of Union Pacific and Norfolk Southern are different, the results of operations as well as the price of the combined company's common stock may in the future be affected by factors different from those factors affecting Union Pacific and Norfolk Southern as independent stand-alone companies. The combined company will face additional risks and uncertainties that Union Pacific or Norfolk Southern may not currently be exposed to as independent companies.

The market price of Union Pacific's common stock may decline as a result of the mergers.

The market price of Union Pacific common stock may decline as a result of the mergers, and holders of Union Pacific common stock could lose the value of their investment in Union Pacific common stock, if, among other things, the combined company is unable to achieve the expected growth in earnings, or if the anticipated benefits, including synergies, cost savings, innovation, and operational efficiencies, from the mergers are not realized, or if the transaction costs related to the mergers are greater than expected, or if any financing related to the transaction is on unfavorable terms. The market price also may decline if the combined company does not achieve the perceived benefits of the mergers as rapidly or to the extent anticipated by financial or industry analysts or if the effect of the mergers on the combined company's financial position, results of operations, or cash flows is not consistent with the expectations of financial or industry analysts. The issuance of shares of Union Pacific common stock in the first merger could on its own have the effect of depressing the market price for Union Pacific common stock. In addition, many Norfolk Southern shareholders may decide not to hold the shares of Union Pacific common stock they receive as a result of the first merger. Other Norfolk Southern shareholders, such as funds with limitations on their permitted holdings of stock in individual issuers, may be required to sell the shares of Union Pacific common stock they receive as a result of the first merger. Any such sales of Union Pacific common stock could have the effect of depressing the market price for Union Pacific common stock. Moreover, general fluctuations in stock markets could have a material adverse effect on the market for, or liquidity of, the Union Pacific common stock, regardless of the actual operating performance of the combined company.

Other Risk Factors of Union Pacific and Norfolk Southern

Union Pacific's and Norfolk Southern's businesses are and will be subject to the risks described above. In addition, Union Pacific and Norfolk Southern are, and will continue to be subject to the risks described in Union Pacific's and Norfolk Southern's respective Annual Reports on Form 10-K for the fiscal year ended December 31, 2024, as updated by subsequent Quarterly Reports on Form 10-Q and Current Reports on Form 8-K, all of which are filed with the SEC and incorporated by reference into this joint proxy statement/prospectus. See "*Where You Can Find More Information*" for the location of information incorporated by reference into this joint proxy statement/prospectus.

INFORMATION ABOUT THE PARTIES TO THE TRANSACTION

Union Pacific

Union Pacific Corporation, a Utah corporation, is one of America's most recognized companies and connects 23 states in the western two-thirds of the country by rail, providing a critical link in the global supply chain. Union Pacific's diversified business mix includes bulk, industrial, and premium. Union Pacific serves many of the fastest-growing U.S. population centers, operates from all major West Coast and Gulf Coast ports to eastern gateways, connects with Canada's rail systems, and is the only railroad serving all six major Mexico gateways. Union Pacific provides value to its customers by delivering products in a safe, reliable, fuel-efficient, and environmentally responsible manner. Union Pacific common stock is listed on the NYSE under the ticker symbol "UNP."

Union Pacific's principal executive office is located at 1400 Douglas Street, Omaha, Nebraska 68179, and its telephone number is (402) 544-5000. Its website is located at *www.up.com*. Information contained on Union Pacific's website does not constitute part of this joint proxy statement/prospectus.

Norfolk Southern

Norfolk Southern Corporation, a Virginia corporation, is one of the nation's premier transportation companies, moving goods and materials that help drive the U.S. economy. Norfolk Southern connects customers to markets and communities to economic opportunity with safe, reliable, and cost-effective shipping solutions. Its Norfolk Southern Railway Company subsidiary operates in twenty-two (22) states and the District of Columbia. Norfolk Southern is a major transporter of industrial products, including agriculture, forest and consumer products, chemicals, and metals and construction materials. In addition, in the East, it serves every major container port and operates the most extensive intermodal network. Norfolk Southern is also a principal carrier of coal, automobiles, and automotive parts. Norfolk Southern's stock is publicly traded on the NYSE under the ticker symbol "NSC."

Norfolk Southern's principal executive office is located at 650 West Peachtree Street, NW, Atlanta, Georgia 30308, and its telephone number is (855) 667-3655. Its website is located at *www.norfolksouthern.com*. Information contained on Norfolk Southern's website does not constitute part of this joint proxy statement/prospectus.

Merger Sub 1

Ruby Merger Sub 1 Corporation, a Virginia corporation and a direct, wholly owned subsidiary of Union Pacific, was formed solely for the purpose of facilitating the transactions contemplated by the merger agreement. Merger Sub 1 has not conducted any activities other than those incidental to its formation and the matters contemplated by the merger agreement. At the first effective time, Merger Sub 1 will merge with and into Norfolk Southern, with Norfolk Southern surviving the first merger as a direct, wholly owned subsidiary of Union Pacific. The principal executive offices of Merger Sub 1 are located at 1400 Douglas Street, Omaha, Nebraska 68179. The telephone number at that address is (402) 544-5000.

Merger Sub 2

Ruby Merger Sub 2 LLC, a Virginia limited liability company and a direct, wholly owned subsidiary of Union Pacific, was formed solely for the purpose of facilitating the transactions contemplated by the merger agreement. Merger Sub 2 has not conducted any activities other than those incidental to its formation and the matters contemplated by the merger agreement. Immediately after the first merger, Norfolk Southern will merge with and into Merger Sub 2, with Merger Sub 2 surviving the second merger as a direct, wholly owned subsidiary of Union Pacific. The principal executive offices of Merger Sub 2 are located at 1400 Douglas Street, Omaha, Nebraska 68179. The telephone number at that address is (402) 544-5000.

THE UNION PACIFIC SPECIAL MEETING

Union Pacific is furnishing this joint proxy statement/prospectus to its shareholders in connection with the solicitation of proxies to be voted at the Union Pacific special meeting (or any adjournment or postponement thereof) that Union Pacific has called to consider and vote on the share issuance proposal and the Union Pacific adjournment proposal.

Date, Time, Place, and Purpose of the Union Pacific Special Meeting

Together with this joint proxy statement/prospectus, Union Pacific is also sending Union Pacific shareholders a notice of the Union Pacific special meeting and a form of proxy card that is solicited by the Union Pacific board for use at the Union Pacific special meeting to be held virtually at [ ] Central Time, on [ ], 2025 (unless it is adjourned or postponed to a later date), via live audio webcast at *www.virtualshareholdermeeting.com/UNP2025SM*.

Union Pacific is holding the Union Pacific special meeting for the following purposes:

1. to consider and vote on the share issuance proposal; and
2. to consider and vote on the Union Pacific adjournment proposal.

Union Pacific will transact no other business at the Union Pacific special meeting, except for business properly brought before the Union Pacific special meeting or, by, or at the direction of the Union Pacific board of directors, any adjournment or postponement thereof.

Recommendation of the Union Pacific Board

After careful consideration, on July 28, 2025, the Union Pacific board unanimously (i) determined that the merger agreement and the transactions contemplated by the merger agreement, including the mergers and the share issuance, were advisable and in the best interests of Union Pacific and its shareholders and (ii) directed that the share issuance proposal and the Union Pacific adjournment proposal be submitted to the Union Pacific shareholders for approval at the Union Pacific special meeting. The Union Pacific board recommends that Union Pacific shareholders vote "**FOR**" the share issuance proposal and "**FOR**" the Union Pacific adjournment proposal. For a summary of the factors considered by the Union Pacific board in reaching its decision to approve the merger agreement and the consummation of the transactions contemplated by the merger agreement, including the mergers and the share issuance, see "*The Mergers-Union Pacific's Reasons for the Mergers; Recommendation of the Union Pacific Board of Directors*."

Union Pacific Record Date; Outstanding Shares; Shareholders Entitled to Vote

The Union Pacific record date is [ ]. Only holders of Union Pacific common stock as of the close of business on the Union Pacific record date are entitled to notice of, and to vote at, the Union Pacific special meeting, unless a new record date is set in connection with any adjournment or postponement of the Union Pacific special meeting. As of the Union Pacific record date, there were [ ] issued and outstanding shares of Union Pacific common stock. Each Union Pacific shareholder entitled to vote at the Union Pacific special meeting is entitled to one (1) vote per share at the Union Pacific special meeting. As of the Union Pacific record date, the issued and outstanding Union Pacific common stock was held by approximately [ ] shareholders of record.

Quorum

The Union Pacific by-laws require that there be a quorum at the Union Pacific special meeting in order for Union Pacific to hold a vote on the share issuance proposal. A quorum at the Union Pacific special meeting is the

presence, in person or represented by proxy, of a majority of the votes entitled to be cast on the matter. An abstention from voting will be deemed present at the Union Pacific special meeting for the purpose of determining the presence of a quorum. Shares of Union Pacific common stock held in "street name" (through a bank, broker, nominee, trustee, or other record holder) with respect to which the beneficial owner fails to give voting instructions to the bank, broker, nominee, trustee, or other record holder, and shares of Union Pacific common stock with respect to which the beneficial owner otherwise fails to vote, will not be deemed present at the Union Pacific special meeting for the purpose of determining the presence of a quorum. Failure of a quorum at the Union Pacific special meeting may result in an adjournment of the Union Pacific special meeting and may subject Union Pacific to additional costs and expenses.

Required Vote

Assuming a quorum is present at the Union Pacific special meeting, approval of the share issuance proposal requires the affirmative vote of the majority of the votes cast and entitled to vote thereon at the Union Pacific special meeting. **Union Pacific cannot complete the share issuance or the mergers unless the share issuance proposal is approved at the Union Pacific special meeting (or at any adjournment or postponement thereof).** For purposes of the share issuance proposal, "votes cast" means votes "**FOR**" or "**AGAINST**." As a result, assuming a quorum is present, abstention from voting on the share issuance proposal, the failure of a Union Pacific shareholder who holds his, her, or its shares in "street name" through a bank, broker, nominee, trustee, or other record holder to give voting instructions to that bank, broker, nominee, trustee, or other record holder, or any other failure of a Union Pacific shareholder to vote, will have no effect on the outcome of the share issuance proposal because these failures to vote are not considered "votes cast."

Whether or not a quorum is present, approval of the Union Pacific adjournment proposal requires the affirmative vote of a majority of the votes cast and entitled to vote thereon at the Union Pacific special meeting. For purposes of the Union Pacific adjournment proposal, "votes cast" means votes "**FOR**" or "**AGAINST**." As a result, abstention from voting on the Union Pacific adjournment proposal, the failure of a Union Pacific shareholder who holds his, her, or its shares in "street name" through a bank, broker, nominee, trustee, or other record holder to give voting instructions to that bank, broker, nominee, trustee, or other record holder, or any other failure of a Union Pacific shareholder to vote, will have no effect on the outcome of the Union Pacific adjournment proposal.

Voting Rights; Proxies; Revocation

Union Pacific shareholders may vote their shares at the Union Pacific special meeting in person or represented by proxy.

Voting at the Special Meeting

The Union Pacific special meeting is being held solely by means of remote communication, and shareholders may not physically attend the meeting. Shareholders of record as of the record date may attend, participate in, vote at, and listen to the Union Pacific special meeting to be held at [ ] Central Time on [ ] via live audio webcast at *www.virtualshareholdermeeting.com/UNP2025SM* when you enter your sixteen (16)-digit control number included on your proxy card or on the instructions that accompanied your proxy materials. Instructions on how to access the Union Pacific special meeting via the live audio webcast are posted at *www.virtualshareholdermeeting.com/UNP2025SM*. If your shares are held in street name and your voting instruction form indicates that you may vote those shares through the *www.proxyvote.com* website, then you may access, participate in, and vote at the Union Pacific special meeting with the sixteen (16)-digit control number indicated on that voting instruction form. Otherwise, shareholders who hold their shares in street name should contact their bank, broker, nominee, trustee, or other record holder (preferably at least five (5) days before the Union Pacific special meeting) and obtain a "legal proxy" in order to be able to attend, participate in, or vote at the Union Pacific special meeting.

Access to the Union Pacific special meeting will begin approximately fifteen (15) minutes before the scheduled meeting time, and you are encouraged to log on early to test your access. If you have technical problems

accessing the Union Pacific special meeting, you may contact the technical support number that will be posted on the virtual shareholder meeting log-in page.

Voting By Proxy

To vote by proxy, a Union Pacific shareholder may vote through the internet or by telephone or mail as follows:

- **TO VOTE THROUGH THE INTERNET OR BY TELEPHONE.**
  - If you hold shares of Union Pacific common stock directly in your name as a shareholder of record, you may vote through the internet at *www.proxyvote.com* or by telephone by calling 1-800-690-6903. In order to vote your shares through the internet or by telephone, you will need the sixteen (16)-digit control number included on your enclosed proxy card (which is unique to each Union Pacific shareholder to ensure all voting instructions are genuine and to prevent duplicate voting). You may vote through the internet or by telephone, twenty-four (24) hours a day, seven (7) days a week prior to the Union Pacific special meeting. If you choose to submit your proxy through the internet or by telephone, your proxy must be received by [ ] Eastern Time on [ ] in order to be counted at the Union Pacific special meeting.
  - If you hold your shares of Union Pacific common stock in "street name" through a bank, broker, nominee, trustee, or other record holder, you may provide voting instructions through the internet or by telephone only if internet or telephone voting is made available by your bank, broker, nominee, trustee, or other record holder. Please follow the voting instructions provided by your bank, broker, nominee, trustee, or other record holder with these materials.
- **TO VOTE BY MAIL**
  - If you hold shares of Union Pacific common stock directly in your name as a shareholder of record, you may vote by mail by completing, signing, and dating your enclosed proxy card and returning it in the accompanying pre-addressed envelope no later than the close of business on [ ] in order for your vote to be counted at the Union Pacific special meeting.
  - If you hold your shares of Union Pacific common stock in "street name" through a bank, broker, nominee, trustee, or other record holder, you may vote by mail by completing, signing, and dating the voting instruction form provided by your bank, broker, nominee, trustee, or other record holder and returning it in the accompanying pre-addressed envelope. Your bank, broker, nominee, trustee, or other record holder must receive your voting instruction form in sufficient time to vote your shares at the Union Pacific special meeting.
- **BY PARTICIPANTS IN UNION PACIFIC'S THRIFT AND RETIREMENT PLANS**
  - Participants in the Union Pacific Retirement Plans who hold shares of Union Pacific common stock through the Union Pacific Retirement Plans will receive separate voting instructions. Please note that participants in the Union Pacific Retirement Plans cannot vote the shares of Union Pacific common stock held through the Union Pacific Retirement Plans in person at the Union Pacific special meeting.

Revoking Your Vote

Even if you vote through the internet or by telephone, or you complete and return a proxy card, if you hold shares of Union Pacific common stock directly in your name as a shareholder of record, you may revoke your vote at any time before voting takes place at the Union Pacific special meeting by taking one of the following actions: (i) deliver to the Corporate Secretary of Union Pacific a written notice, dated later than the proxy you want to revoke, stating that the proxy is revoked or (ii) submit new telephone or internet instructions or deliver a validly executed later-dated proxy. For this purpose, communications to the Corporate Secretary of Union Pacific should be addressed to Union Pacific Corporation, 1400 Douglas Street, 19th Floor, Omaha, Nebraska 68179 and must be received before the time that the proxy you wish to revoke is voted at the Union Pacific special meeting.

Please note that if your shares are held in "street name" through a bank, broker, nominee, trustee, or other record holder and you wish to revoke a previously granted proxy, you must contact that entity and submit new voting instructions to such bank, broker, nominee, trustee, or other record holder. You may also revoke your proxy by attending and voting during the Union Pacific special meeting before the polls are closed.

Generally

If you hold your shares of Union Pacific common stock in "street name" through a bank, broker, nominee, trustee, or other record holder, you must instruct your bank, broker, nominee, trustee, or other record holder on how to vote your shares. Your bank, broker, nominee, trustee, or other record holder will vote your shares only if you provide instructions on how to vote by filling out the voting instruction form sent to you by your bank, broker, nominee, trustee, or other record holder with this joint proxy statement/prospectus. Bank, brokers, nominees, trustees, or other record holders who hold shares of Union Pacific common stock in "street name" typically have the authority to vote in their discretion on "routine" proposals when they have not received instructions on how to vote from the beneficial owner. However, banks, brokers, nominees, trustees, or other record holders typically are not allowed to exercise their voting discretion on matters that are "non-routine" without specific instructions on how to vote from the beneficial owner. Under the current rules of the NYSE, the share issuance proposal and the Union Pacific adjournment proposal are non-routine. Therefore, banks, brokers, nominees, trustees, or other record holders do not have discretionary authority to vote on the share issuance proposal or the Union Pacific adjournment proposal.

A broker non-vote with respect to Union Pacific common stock occurs when (i) a share of Union Pacific common stock held by a bank, broker, nominee, trustee, or other record holder is present, in person or represented by proxy, at a meeting of Union Pacific shareholders, (ii) the beneficial owner of that share has not instructed his, her, or its bank, broker, nominee, trustee, or other record holder on how to vote on a particular proposal and (iii) the bank, broker, nominee, trustee, or other record holder does not have discretionary voting power on such proposal. Banks, brokers, nominees, trustees, or other record holders do not have discretionary voting authority with respect to the share issuance proposal or the Union Pacific adjournment proposal; therefore, if a beneficial owner of shares of Union Pacific common stock held in "street name" does not give voting instructions to the bank, broker, nominee, trustee, or other record holder, then those shares will not be present in person or represented by proxy at the Union Pacific special meeting. As a result, there will not be any broker non-votes at the Union Pacific special meeting.

All shares of Union Pacific common stock that are entitled to vote at the Union Pacific special meeting and are represented by properly completed and valid proxy received by the deadlines set forth above and not revoked will be voted at the Union Pacific special meeting in accordance with the instructions indicated in such proxy. If a Union Pacific shareholder signs a proxy card and returns it without giving instructions for voting on any proposal, the shares of Union Pacific common stock represented by that proxy card will be voted "**FOR**" the share issuance proposal and "**FOR**" the Union Pacific adjournment proposal.

Your vote is important, regardless of the number of Union Pacific common stock you own. Please complete, sign, date, and promptly return the enclosed proxy card today or authorize a proxy to vote through the internet or by phone.

Stock Ownership of and Voting by Union Pacific Directors and Executive Officers

As of the Union Pacific record date, Union Pacific's directors and executive officers and their affiliates beneficially owned in the aggregate [ ] shares of Union Pacific common stock entitled to vote at the Union Pacific special meeting, which represents approximately [ ]% of the shares of Union Pacific common stock entitled to vote at the Union Pacific special meeting.

Each of Union Pacific's directors and executive officers is expected, as of the date of this joint proxy statement/prospectus, to vote his, her, or its shares of Union Pacific common stock "**FOR**" the share issuance proposal and "**FOR**" the Union Pacific adjournment proposal, although none of Union Pacific's directors and executive officers have entered into any agreement requiring them to do so.

Solicitation of Proxies; Expenses of Solicitation

The Union Pacific board is soliciting proxies with respect to the share issuance proposal and the Union Pacific adjournment proposal, and Union Pacific will bear the costs and expenses of that solicitation, including the costs of filing, printing, and mailing this joint proxy statement/prospectus. Union Pacific has engaged Sodali & Co to assist in the solicitation of proxies for the Union Pacific special meeting, and Union Pacific has agreed to pay them an estimated fee of $72,700, plus their reasonable out-of-pocket expenses incurred in connection with the solicitation.

In addition to the mailing of the notices and proxy materials, proxies may be solicited by personal interview, telephone, and electronic communication by the directors, officers, and employees of Union Pacific acting without special compensation. Union Pacific also makes arrangements with brokerage houses and other custodians, nominees, and fiduciaries for the forwarding of solicitation material to the street name holders of shares held of record by such individuals, and Union Pacific will reimburse such custodians, nominees, and fiduciaries for reasonable out-of-pocket expenses incurred by them in connection with such solicitation.

THE NORFOLK SOUTHERN SPECIAL MEETING

Norfolk Southern is furnishing this joint proxy statement/prospectus to its shareholders in connection with the solicitation of proxies to be voted at the Norfolk Southern special meeting (or any adjournment or postponement thereof) that Norfolk Southern has called to consider and vote on the merger agreement proposal, the merger-related compensation proposal, and the Norfolk Southern adjournment proposal.

Date, Time, Place, and Purpose of the Norfolk Southern Special Meeting

Together with this joint proxy statement/prospectus, Norfolk Southern is also sending Norfolk Southern shareholders a notice of the Norfolk Southern special meeting and a form of proxy card that is solicited by the Norfolk Southern board for use at the Norfolk Southern special meeting to be held virtually at [ ] a.m., Eastern Time, on [ ], 2025 (unless it is adjourned or postponed to a later date), via live audio webcast at *www.virtualshareholdermeeting.com/NSC2025SM*.

Norfolk Southern is holding the Norfolk Southern special meeting for the following purposes:

- to consider and vote on the merger agreement proposal;
- to consider and vote on the merger-related compensation proposal; and
- to consider and vote on the Norfolk Southern adjournment proposal.

Norfolk Southern will transact no other business at the Norfolk Southern special meeting, except for business properly brought before the Norfolk Southern special meeting or, by, or at the direction of the Norfolk Southern board of directors, any adjournment or postponement thereof.

Recommendation of the Norfolk Southern Board

After careful consideration, on July 28, 2025, the Norfolk Southern board unanimously (i) determined that it is in the best interests of Norfolk Southern and its shareholders, and declared it advisable, to enter into the merger agreement, (ii) approved the execution, delivery, and performance of the merger agreement and the consummation of the transactions contemplated by the merger agreement, including the mergers, (iii) adopted the merger agreement, and (iv) directed that the merger agreement proposal, the merger-related compensation proposal, and the Norfolk Southern adjournment proposal be submitted to the Norfolk Southern shareholders for approval at the Norfolk Southern special meeting. The Norfolk Southern board recommends that Norfolk Southern shareholders vote "**FOR**" the merger agreement proposal, "**FOR**" the merger-related compensation proposal, and "**FOR**" the Norfolk Southern adjournment proposal. For a summary of the factors considered by the Norfolk Southern board in reaching its decision to approve the merger agreement and the consummation of the transactions contemplated by the merger agreement, including the mergers, see "*The Mergers-Norfolk Southern Board's Recommendations and Its Reasons for the Transaction*."

Norfolk Southern Record Date; Outstanding Shares; Shareholders Entitled to Vote

The Norfolk Southern record date is [ ], 2025. Only holders of record of Norfolk Southern common stock as of the close of business on the Norfolk Southern record date are entitled to notice of, and to vote at, the Norfolk Southern special meeting, unless a new record date is set in connection with any adjournment or postponement of the Norfolk Southern special meeting. As of the Norfolk Southern record date, there were [ ] issued and outstanding shares of Norfolk Southern common stock. At the Norfolk Southern special meeting, each Norfolk Southern shareholder entitled to vote at the Norfolk Southern special meeting is entitled to one (1) vote per share of Norfolk Southern common stock held by such shareholder. As of the Norfolk Southern record date, the issued and outstanding Norfolk Southern common stock was held by approximately [ ] shareholders of record.

Quorum

The Norfolk Southern bylaws require that there be a quorum at the Norfolk Southern special meeting in order for Norfolk Southern to hold a vote on the merger agreement proposal or the merger-related compensation proposal. A quorum at the Norfolk Southern special meeting is the presence, in person, or represented by proxy, of a majority of the shares of Norfolk Southern common stock entitled to vote at the Norfolk Southern special meeting. An abstention from voting will be deemed present at the Norfolk Southern special meeting for the purpose of determining the presence of a quorum. Shares of Norfolk Southern common stock held in "street name" through a bank, broker, nominee, trustee, or other record holder with respect to which the beneficial owner fails to give voting instructions to the bank, broker, nominee, trustee, or other record holder, and shares of Norfolk Southern common stock with respect to which the beneficial owner otherwise fails to vote, will not be deemed present at the Norfolk Southern special meeting for the purpose of determining the presence of a quorum. Failure of a quorum at the Norfolk Southern special meeting may result in an adjournment of the Norfolk Southern special meeting and may subject Norfolk Southern to additional costs and expenses.

Required Vote

Assuming a quorum is present at the Norfolk Southern special meeting, approval of the merger agreement proposal requires the affirmative vote of the holders of a majority of the votes cast and entitled to vote thereon at the Norfolk Southern special meeting. **Approval of the merger agreement proposal is required to complete the transactions contemplated by the merger agreement.** For purposes of the merger agreement proposal, "votes cast" means votes "**FOR**" or "**AGAINST**." As a result, assuming a quorum is present, abstention from voting on the merger agreement proposal, the failure of a Norfolk Southern shareholder who holds his, her, or its shares in "street name" through a bank, broker, nominee, trustee, or other record holder to give voting instructions to that bank, broker, nominee, trustee, or other record holder, or any other failure of a Norfolk Southern shareholder to vote, will have no effect on the outcome of the merger agreement proposal because these failures to vote are not considered "votes cast."

Assuming a quorum is present at the Norfolk Southern special meeting, approval of the merger-related compensation proposal requires the affirmative vote of the majority of the votes cast and entitled to vote thereon at the Norfolk Southern special meeting. For purposes of the merger-related compensation proposal, "votes cast" means votes "**FOR**" or "**AGAINST**." As a result, assuming a quorum is present, abstention from voting on the merger-related compensation proposal, the failure of a Norfolk Southern shareholder who holds his, her, or its shares in "street name" through a bank, broker, nominee, trustee, or other record holder to give voting instructions to that bank, broker, nominee, trustee, or other record holder, or any other failure of a Norfolk Southern shareholder to vote, will have no effect on the outcome of the merger-related compensation proposal because these failures to vote are not considered "votes cast."

Whether or not a quorum is present, approval of the Norfolk Southern adjournment proposal requires the affirmative vote of a majority of the votes cast and entitled to vote thereon at the Norfolk Southern special meeting. For purposes of the Norfolk Southern adjournment proposal, "votes cast" means votes "**FOR**" or "**AGAINST**." As a result, whether or not a quorum is present, abstention from voting on the Norfolk Southern adjournment proposal, the failure of a Norfolk Southern shareholder who holds his, her, or its shares in "street name" through a bank, broker, nominee, trustee, or other record holder to give voting instructions to that bank, broker, nominee, trustee, or other record holder, or any other failure of a Norfolk Southern shareholder to vote, will have no effect on the outcome of the Norfolk Southern adjournment proposal.

Voting Rights; Proxies; Revocation

Norfolk Southern shareholders may vote their shares at the Norfolk Southern special meeting virtually or represented by proxy.

Voting By Proxy

To vote by proxy, a Norfolk Southern shareholder may vote through the internet or by telephone or mail as follows:

- **TO VOTE THROUGH THE INTERNET OR BY TELEPHONE**.
  - If you hold shares of Norfolk Southern common stock directly in your name as a shareholder of record, you may vote through the internet at www.proxyvote.com until 11:59 p.m., Eastern Time on [ ], or by telephone by calling 1-800-690-6903 until 11:59 p.m., Eastern Time, on [ ], 2025. In order to vote your shares through the internet or by telephone, you will need the control number on your enclosed proxy card (which is unique to each Norfolk Southern shareholder to ensure all voting instructions are genuine and to prevent duplicate voting). If you choose to submit your proxy through the internet or by telephone, your proxy must be received by 11:59 p.m., Eastern Time, on [ ], 2025 in order to be counted at the Norfolk Southern special meeting. You may also vote during the Norfolk Southern special meeting through the internet at *www.virtualshareholdermeeting.com/NSC2025SM* before the closing of the polls at the meeting.
  - If you hold your shares of Norfolk Southern common stock in "street name" through a bank, broker, nominee, trustee, or other record holder, please contact such entity for instructions on how to vote your shares of Norfolk Southern common stock at the Norfolk Southern special meeting. Please follow the voting instructions provided by your bank, broker, nominee, trustee, or other record holder with these materials.
- **TO VOTE BY MAIL**.
  - If you hold shares of Norfolk Southern common stock directly in your name as a shareholder of record, you may vote by mail by completing, signing, and dating your enclosed proxy card and returning it using the postage-paid envelope provided, or mailing it to 51 Mercedes Way, Edgewood, New York 11717. Your proxy card must be received no later than the close of business on [ ], 2025, in order for your vote to be counted at the Norfolk Southern special meeting.
  - If you hold shares of Norfolk Southern in "street name" through a bank, broker, nominee, trustee, or other record holder, please contact such entity for instructions on how to vote your shares of Norfolk Southern common stock at the Norfolk Southern special meeting. Please follow the voting instructions provided by your bank, broker, nominee, trustee, or other record holder with these materials.

Revoking Your Vote

Even if you vote through the internet or by telephone, or you complete and return a proxy card, if you hold shares of Norfolk Southern common stock directly in your name as a shareholder of record, you may revoke your vote at any time before the closing of the polls at the Norfolk Southern special meeting by taking one of the following actions:

- giving written notice of revocation to Norfolk Southern's Corporate Secretary at Norfolk Southern Corporation, 650 West Peachtree Street, NW, Atlanta, Georgia 30308, which must be received by [ ] p.m., Eastern Time, on [ ], 2025;
- submitting new voting instructions over the telephone or the internet by 11:59 p.m., Eastern Time, on [ ], 2025;
- delivering a new, validly completed, later-dated proxy card by mail that is received no later than the close of business on [ ], 2025; or
- joining the Norfolk Southern special meeting and voting virtually during the meeting.

If you hold your shares in "street name" through a bank, broker, nominee, trustee, or other record holder, you must contact your bank, broker, nominee, trustee, or other record holder to change your vote or obtain a written legal proxy to vote your shares if you wish to cast your vote in person at the Norfolk Southern special meeting.

Generally

If your shares are held in "street name" in a stock brokerage account or by a bank, broker, nominee, trustee, or other record holder, you must provide the record holder of your shares with instructions on how to vote your shares. Please follow the voting instructions provided by your bank, broker, nominee, trustee, or other record holder. Please note that you may not vote shares held in street name by returning a proxy card or voting instruction form directly to Norfolk Southern. Your bank, broker, nominee, trustee, or other record holder is obligated to provide you with a voting instruction form for you to use.

Applicable stock exchange rules permit brokers to vote their customers' stock held in street name on routine matters when the brokers have not received voting instructions from their customers. Those rules do not, however, allow brokers to vote their customers' stock held in street name on non-routine matters unless they have received voting instructions from their customers. In such cases, the uninstructed shares for which the broker is unable to vote are called broker non-votes. It is expected that all proposals to be voted on at the Norfolk Southern special meeting are non-routine matters on which brokers are not allowed to vote unless they have received voting instructions from their customers.

If you are a Norfolk Southern "street name" shareholder and you do not instruct your bank, broker, nominee, trustee, or other record holder on how to vote your shares:

- your bank, broker, nominee, trustee, or other record holder may not vote your shares on the merger agreement proposal, which broker non-votes will have no effect on the vote for this proposal (assuming a quorum is present);
- your bank, broker, nominee, trustee, or other record holder may not vote your shares on the merger-related compensation proposal, which broker non-votes will have no effect on the vote for this proposal (assuming a quorum is present); and
- your bank, broker, nominee, trustee, or other record holder may not vote your shares on the Norfolk Southern adjournment proposal, which broker non-votes will have no effect on the vote for this proposal (whether or not a quorum is present).

All shares of Norfolk Southern common stock that are entitled to vote at the Norfolk Southern special meeting and are represented by properly completed and valid proxy received by the deadlines set forth above and not revoked will be voted at the Norfolk Southern special meeting in accordance with the instructions indicated in such proxy. If a Norfolk Southern shareholder signs a proxy card and returns it without giving instructions for voting on any proposal, the shares of Norfolk Southern common stock represented by that proxy card will be voted "**FOR**" the merger agreement proposal, "**FOR**" the merger-related compensation proposal, and "**FOR**" the Norfolk Southern adjournment proposal.

Your vote is important, regardless of the number of shares of Norfolk Southern common stock you own. Please complete, sign, date, and promptly return the enclosed proxy card today or authorize a proxy to vote through the internet or by phone.

Stock Ownership of and Voting by Norfolk Southern Directors and Executive Officers

As of the Norfolk Southern record date, Norfolk Southern's directors and executive officers and their affiliates beneficially owned in the aggregate [ ] shares of Norfolk Southern common stock entitled to vote at the Norfolk Southern special meeting, which represents less than [1]% of the shares of Norfolk Southern common stock entitled to vote at the Norfolk Southern special meeting.

Each of Norfolk Southern's directors and executive officers is expected, as of the date of this joint proxy statement/prospectus, to vote his, her, or its shares of Norfolk Southern common stock "**FOR**" the merger agreement proposal, "**FOR**" the merger-related compensation proposal, and "**FOR**" the Norfolk Southern adjournment proposal, although none of Norfolk Southern's directors and executive officers have entered into any agreement requiring them to do so.

Solicitation of Proxies; Expenses of Solicitation

The Norfolk Southern board is soliciting proxies with respect to the merger agreement proposal, the merger-related compensation proposal, and the Norfolk Southern adjournment proposal, and Norfolk Southern will bear the costs and expenses of that solicitation. Norfolk Southern has engaged Innisfree M&A Incorporated to assist in the solicitation of proxies for the Norfolk Southern special meeting, and Norfolk Southern has agreed to pay them an estimated fee of up to $250,000 plus their reasonable out-of-pocket expenses incurred in connection with the solicitation.

In addition to solicitation by mail, directors, officers, and employees of Norfolk Southern or its subsidiaries may solicit proxies from shareholders by telephone, telegram, email, personal interview, or other means. Norfolk Southern currently expects not to incur any costs beyond those customarily expended for a solicitation of proxies in connection with approval of the merger agreement proposal, the merger-related compensation proposal, and the Norfolk Southern adjournment proposal. Directors, officers and employees of Norfolk Southern will not receive additional compensation for their solicitation activities, but may be reimbursed for reasonable out-of-pocket expenses incurred by them in connection with the solicitation. Brokers, dealers, commercial banks, trust companies, fiduciaries, custodians, and other nominees have been requested to forward proxy solicitation materials to their customers, and such nominees will be reimbursed for their reasonable out-of-pocket expenses.

THE MERGERS

The following discussion contains certain information about the mergers. The discussion is subject, and qualified in its entirety by reference, to the merger agreement attached as Annex A to this joint proxy statement/prospectus and incorporated herein by reference. We urge you to read carefully this entire joint proxy statement/prospectus, including the merger agreement attached as Annex A, for a more complete understanding of the mergers.

Terms of the Mergers

The Union Pacific board and the Norfolk Southern board have each unanimously approved or adopted, as applicable, the merger agreement. Under the merger agreement, (i) Merger Sub 1 will be merged with and into Norfolk Southern with Norfolk Southern surviving such merger as a direct, wholly owned subsidiary of Union Pacific, and (ii) immediately thereafter, Norfolk Southern will merge with and into Merger Sub 2, with Merger Sub 2 surviving as a direct, wholly owned subsidiary of Union Pacific.

At the effective time of the first merger, each share of Norfolk Southern common stock issued and outstanding immediately prior to the effective time of the first merger, except for shares held by Union Pacific or Norfolk Southern, or their direct or indirect subsidiaries (other than, with respect to shares held by Union Pacific, Norfolk Southern, Merger Sub 1, or Merger Sub 2, shares held on behalf of third parties), will be converted into the right to receive the merger consideration.

Each holder of shares of Norfolk Southern common stock will be entitled to receive as merger consideration for each share of Norfolk Southern common stock held by such holder:

(i) one (1) validly issued, fully paid, and nonassessable share of Union Pacific common stock; and

(ii) cash consideration of $88.82, without interest.

No fractional shares of Union Pacific common stock will be issued in connection with the first merger, and Norfolk Southern shareholders will receive cash in lieu of any fractional shares of Union Pacific common stock to which they otherwise would have been entitled.

As a result of the foregoing, based on the number of shares and stock-based awards of Union Pacific and Norfolk Southern outstanding as of September 9, 2025, the last practicable trading day before the date of the joint proxy statement/prospectus, it is expected that Union Pacific shareholders will hold approximately 73%, and Norfolk Southern shareholders will hold approximately 27%, of the fully diluted shares of the combined company immediately after the mergers.

Union Pacific shareholders are being asked to approve, among other things, the issuance of Union Pacific stock in connection with the first merger and Norfolk Southern shareholders are being asked to approve, among other things, the merger agreement. See "*The Merger Agreement*" for additional and more detailed information regarding the legal documents that govern the mergers, including information about conditions to the completion of the mergers and provisions for terminating or amending the merger agreement.

Background of the Mergers

Each of the Norfolk Southern board and management and the Union Pacific board and management regularly review and assess Norfolk Southern's and Union Pacific's respective performance, strategy, financial position, opportunities and risks in light of business and economic conditions, as well as developments in the railroad industry and the regulatory environment, and across a range of scenarios and potential future industry developments. These regular reviews have, at the direction of the Norfolk Southern board and the Union Pacific board, respectively, included evaluation of their current business plans and the potential risks and benefits of maintaining the status quo and continuing to execute on their respective standalone plans, as well as a range of strategic and operating alternatives.

On December 12-13, 2024, the Union Pacific board held a regularly scheduled meeting. After the first day of meetings had adjourned for the day, at a Union Pacific board dinner meeting attended only by directors, V. James Vena, the Chief Executive Officer of Union Pacific, and board members spoke about opportunities to grow the railroad. He discussed one of those growth possibilities would be through a merger with another railroad to create a transcontinental railroad and enhance value for Union Pacific shareholders.

From time to time, senior executives of Norfolk Southern have had informal conversations with senior executives of other railroad companies and other railroad industry participants regarding industry developments, economic, and market conditions and potential strategic transactions. Mark R. George, the President and Chief Executive Officer of Norfolk Southern, contacted Mr. Vena, on December 18, 2024, and Messrs. George and Vena, discussed at a high level, among other topics, the potential benefits of creating a transcontinental railroad, the current industry, and regulatory environment and whether the timing was right to explore such a transaction.

On January 28, 2025, the Norfolk Southern board held a regularly scheduled meeting. During the executive session of the meeting, Mr. George spoke about the growing possibility of a transcontinental type of merger and proposed that the Norfolk Southern board discuss this along with other railroad industry trends and developments. As part of this discussion, Mr. George discussed the potential benefits and drawbacks of creating a transcontinental railroad. After discussion, it was agreed that the Norfolk Southern board would continue to evaluate the potential benefits and drawbacks of a transcontinental railroad as part of its ongoing review of industry trends.

Following his conversation with Mr. George, Mr. Vena discussed with Michael R. McCarthy, Chairman of the Union Pacific board, the potential benefits of creating a transcontinental railroad and the possibility of achieving those benefits by acquiring Norfolk Southern or another railroad counterparty, including Party A (as defined below). Messrs. Vena and McCarthy continued to consult regularly regarding these topics throughout the next several weeks.

In February 2025, Union Pacific began engaging with Morgan Stanley and Wells Fargo, as potential financial advisors with respect to a potential acquisition.

On March 18, 2025, Messrs. George and Vena attended a meeting of the Association of American Railroads in Washington, D.C. While in Washington, D.C., Messrs. George and Vena again discussed at a high level, among other topics, the possibility of creating a transcontinental railroad and whether the timing was right to explore such a transaction.

On March 24, 2025, the Norfolk Southern board held a regularly scheduled meeting during which the Norfolk Southern board further discussed industry trends and developments and various strategic options, including the potential benefits and drawbacks of industry consolidation, including a potential transaction to form a transcontinental railroad.

On April 1, 2025, Mr. Vena contacted Mr. George to discuss the possibility of scheduling a meeting to begin exploring on a preliminary basis a potential transaction between Norfolk Southern and Union Pacific.

Following Mr. Vena's meeting with Mr. George, Union Pacific began engaging with Skadden, Arps, Slate, Meagher & Flom LLP (which is referred to as Skadden) as legal counsel and Covington & Burling LLP (which is referred to as Covington) as regulatory counsel with respect to a potential acquisition.

On April 15, 2025, Mr. Vena met with the Union Pacific board related to the possibility of scheduling a meeting with Mr. George and discussed preliminarily exploring a potential transaction between Norfolk Southern and Union Pacific, including regulatory considerations, the strategic benefits and risks of an acquisition versus continuing to operate as a standalone company, as well as the potential value creation for Union Pacific shareholders.

Mr. George informed the then-current Chairman of the Norfolk Southern board of his discussion with Mr. Vena, and on April 22, 2025, Mr. George updated the full Norfolk Southern board on the outreach from Mr. Vena. The Norfolk Southern board expressed its support for Mr. George and other members of management attending a meeting with Mr. Vena and other members of Union Pacific management in order to begin to explore on a preliminary basis the possibility of a merger between Norfolk Southern and Union Pacific.

On April 29, 2025, Mr. George indicated to Mr. Vena that he was amenable to meeting to discuss a potential transaction further. Messrs. George and Vena agreed to meet on May 15, 2025, together with a small number of representatives from their respective management teams, subject to support for the meeting from the Union Pacific board.

Thereafter, Mr. George informed the then-current Chairman of the Norfolk Southern board of the details of the proposed upcoming discussion.

On May 8, 2025, the Norfolk Southern board held a regularly scheduled meeting. During the meeting, the Norfolk Southern board discussed Mr. George's expected upcoming meeting with Mr. Vena and other members of Union Pacific senior management, the potential benefits and risks of a merger with Union Pacific as compared to other strategic alternatives, including continuing to operate as a standalone company, and the current industry and regulatory environment.

On the same day, the Union Pacific board held a regularly scheduled meeting, which was also attended by representatives of Union Pacific senior management. Mr. Vena discussed preliminary observations regarding a potential acquisition of Norfolk Southern and reported on his preliminary discussion with Mr. George on April 29, 2025, as well as a follow up discussion with the Union Pacific and Norfolk Southern senior management teams scheduled for May 15, 2025, should the Union Pacific board authorize such further discussions. In addition, Mr. Vena and Union Pacific senior management provided an update on Union Pacific's engagement of advisors to support a potential acquisition of Norfolk Southern, including Morgan Stanley and Wells Fargo as financial advisors, Skadden, and Covington. The Union Pacific board expressed support for further discussions with Norfolk Southern, including the proposed meeting on May 15, 2025, and authorized Union Pacific senior management to preliminarily explore a potential acquisition of Norfolk Southern, including regulatory considerations, the strategic benefits and risks of an acquisition versus continuing to operate as a standalone company, as well as the potential value creation for Union Pacific shareholders. The Union Pacific board also requested regular updates from Mr. Vena and Union Pacific senior management relating to the potential acquisition of Norfolk Southern.

On May 14, 2025, Mr. Vena met with a representative of one of Norfolk Southern's shareholders at the shareholder's request. Mr. Vena listened to the shareholder's views and opinions regarding the Norfolk Southern business. Mr. Vena did not disclose or indicate that Union Pacific was contemplating a potential acquisition of Norfolk Southern.

On May 15, 2025, Mr. George, Jason Morris, Senior Vice President & Chief Legal Officer of Norfolk Southern, and Michael McClellan, Senior Vice President & Chief Strategy Officer of Norfolk Southern, met with Mr. Vena, Jennifer L. Hamann, Executive Vice President and Chief Financial Officer of Union Pacific, and Todd M. Rynaski, Senior Vice President, Strategy of Union Pacific. At the meeting, the representatives of Union Pacific expressed Union Pacific's interest in exploring a potential transaction between the two companies, and the potential strategic benefits of pursuing such a transaction, including potential synergies that could be achieved in a combination. The Union Pacific representatives indicated that Union Pacific had done preliminary work, including with financial advisors and outside legal counsel, to explore the potential transaction prior to the meeting based on publicly available information, and was prepared to move expeditiously to pursue a potential combination of the two companies. Mr. Vena indicated that Union Pacific considered Norfolk Southern to be its optimal transaction counterparty.

After discussion, Messrs. Vena and George agreed as a next step that each would update his respective board and that the parties would execute a mutual confidentiality agreement in order to facilitate the exchange of non-public information by both parties so that they could further explore whether a potential transaction would be in the best interests of both companies and their respective shareholders and other constituencies.

On May 16, 2025, Mr. Morris and Christina B. Conlin, Executive Vice President, Chief Legal Officer, and Corporate Secretary of Union Pacific, began regular communications to discuss key focus areas for regulatory analysis and legal due diligence in connection with a potential transaction, and a workplan for progressing these workstreams.

On May 19, 2025, Mr. Vena and Union Pacific senior management provided an overview and discussion with the Union Pacific board of a potential acquisition of Norfolk Southern, and an update regarding the meeting with representatives of Norfolk Southern on May 15, 2025.

On May 19, 2025, Norfolk Southern and Union Pacific entered into a mutual confidentiality agreement. Thereafter, Messrs. McClellan and Morris met with Mr. Rynaski, and other representatives of Union Pacific and began regular communications to discuss key focus areas for due diligence in connection with a potential transaction, and a workplan for progressing these workstreams.

On May 20, 2025, Mr. George updated the Norfolk Southern board on the meeting with representatives of Union Pacific on May 15, 2025, and the execution of a confidentiality agreement to facilitate exploratory due diligence between the parties.

On May 21, 2025, Messrs. Morris and McClellan and other representatives of Norfolk Southern met with Ms. Conlin, Mr. Rynaski and other representatives of Union Pacific to discuss initial financial analysis related to a potential transaction, including potential synergies and dis-synergies from a combination, and to arrange for the exchange of due diligence information. Following this meeting and through the time of the execution of the merger agreement, members of this group, along with Jason Zampi, Executive Vice President & Chief Financial Officer of Norfolk Southern, Ms. Hamann, and other representatives of Norfolk Southern and Union Pacific continued to meet to discuss financial analysis and due diligence matters related to the potential transaction.

On May 22, 2025, Mr. George called the members of the Norfolk Southern board to provide an update on the exploratory discussions between Norfolk Southern's and Union Pacific's respective management teams, and answer questions. The members of the Norfolk Southern board expressed support for continuing to explore further the benefits and risks of a potential merger as compared to the company's available alternatives, including its standalone plan, so that the Norfolk Southern board could make an informed decision on whether to ultimately pursue a transaction.

Also on May 22, 2025, Messrs. George and Vena had a call during which Mr. Vena indicated that Union Pacific would submit to Norfolk Southern a preliminary, non-binding indication of interest for a transaction after the preliminary financial due diligence workstreams were completed. In response to a query from Mr. George, Mr. Vena indicated to Mr. George that Norfolk Southern was Union Pacific's optimal transaction counterparty and that Union Pacific was not discussing a potential merger with any other counterparty; however, if Norfolk Southern was ultimately not interested in pursuing a transaction then Union Pacific would consider initiating outreach to other potential transaction counterparties.

On May 30, 2025, the Norfolk Southern board had a call to receive an update from Mr. George and representatives of Norfolk Southern senior management on their continued discussions with representatives of Union Pacific. Members of the Norfolk Southern board continued to discuss the potential benefits and drawbacks of a potential transaction as compared to Norfolk Southern's strategic alternatives, including executing on its standalone plan, considerations with respect to the possibility of Union Pacific pursuing a similar transaction with another counterparty, the possibility of Norfolk Southern pursuing a similar transaction with another counterparty, and regulatory analysis of a potential transaction. The Norfolk Southern board authorized

management to continue exploring a potential transaction with Union Pacific. Also at the meeting, the Norfolk Southern board agreed that BofA should be retained as Norfolk Southern's financial advisor in reviewing the potential transaction.

On June 3, 2025, Mr. Vena and members of senior management provided the Union Pacific board with a review regarding recent discussions with members of Norfolk Southern senior management with respect to a potential acquisition, including a preliminary overview of revenue and cost synergies and certain diligence conducted to-date.

On June 4, 2025, Messrs. Morris, McClellan, and Rynaski and Ms. Conlin, together with additional representatives of Norfolk Southern and Union Pacific as well as representatives of Sidley Austin LLP, regulatory counsel to Norfolk Southern (which is referred to as Sidley), and Covington, met to discuss the regulatory analysis with respect to the potential transaction. From this date through the execution of the merger agreement, representatives of Sidley and Covington, together with representatives of Norfolk Southern and Union Pacific, met regularly to further discuss these topics.

On June 9, 2025, the Union Pacific board held an update meeting, which was also attended by representatives of Union Pacific senior management. Representatives of Skadden were present at the meeting by invitation of the Union Pacific board. Ms. Conlin and representatives of Skadden discussed the Union Pacific directors' fiduciary duties and the relevant corporate and shareholder approvals necessary, in each case, in the context of considering a potential acquisition of Norfolk Southern and materials prepared by Covington with respect to the regulatory approval process and illustrative timeline for a potential acquisition of Norfolk Southern and the risks of obtaining such approval.

On June 10, 2025, Messrs. Rynaski and McClellan and representatives of Union Pacific and Norfolk Southern, attended a dinner meeting and discussed preliminary considerations of a potential transaction including maintaining a presence in Atlanta, employee retention, communications strategy, and potential synergies.

On June 12, 2025, the Norfolk Southern board held a meeting. Representatives of Wachtell, Lipton, Rosen & Katz, legal counsel to Norfolk Southern (which is referred to as Wachtell Lipton), were present at the meeting by invitation of the Norfolk Southern board. Messrs. George and Morris provided the Norfolk Southern board with an update on the status of their exploratory discussions with Union Pacific regarding a potential merger, and Mr. Zampi provided an overview of preliminary financial considerations in respect of a potential merger with Union Pacific. Representatives of Wachtell Lipton reviewed the Norfolk Southern board's fiduciary duties in connection with exploring a potential merger with Union Pacific. The Norfolk Southern board discussed the potential benefits and risks of pursuing a merger with Union Pacific, the timing of a potential transaction, the potential merger with Union Pacific as compared to other strategic alternatives available to Norfolk Southern, including maintaining the status quo as an independent company, the risks to Norfolk Southern of Union Pacific pursuing a similar merger transaction with another counterparty, and the prospects of Norfolk Southern pursuing another business combination transaction with another counterparty, as well as potential valuations for Norfolk Southern in a potential transaction, regulatory analysis, and the likelihood of consummation of a potential transaction.

On June 12, 2025, Mr. Vena spoke with Mr. George and indicated that the Union Pacific board was scheduled to meet in the coming days and that, thereafter, Mr. Vena expected that Union Pacific would be in position to deliver a preliminary, non-binding indication of interest to Norfolk Southern.

On June 16, 2025, the Union Pacific board held a meeting, which was also attended by representatives of Union Pacific senior management. Representatives of Morgan Stanley, Wells Fargo, Skadden, and Covington were present at the meeting by invitation of the Union Pacific board. Union Pacific senior management provided observations regarding the respective views of Union Pacific and Norfolk Southern relating to preliminary estimates of synergies in connection with the potential acquisition of Norfolk Southern. Union Pacific senior management also reviewed certain financial, operating, and share price metrics relating to Union Pacific and Norfolk Southern. Representatives of Morgan Stanley and Wells Fargo then joined the meeting to discuss preliminary valuation and transaction structure considerations relating to a potential acquisition of Norfolk Southern. Representatives of Morgan Stanley disclosed certain information relating to its prior relationships with Norfolk Southern. Also, during the meeting, Union Pacific legal counsel reviewed with the Union Pacific board the directors' fiduciary duties in connection with a potential acquisition of Norfolk Southern. In keeping with the meeting's planned agenda, the Union Pacific board made no decision or recommendation regarding whether or not to make a preliminary, non-binding indication of interest to Norfolk Southern following the discussion, and Messrs. McCarthy and Vena explained that Union Pacific senior management expected to hold a scheduled follow-up meeting of the Union Pacific board on June 20, 2025, to present to the Union Pacific board for its consideration proposed terms of a preliminary, non-binding indication of interest that may be transmitted to Norfolk Southern.

On June 20, 2025, the Union Pacific board held a meeting, which was also attended by representatives of Union Pacific senior management. Representatives of Skadden were present at the meeting by invitation of the Union Pacific board, with representatives of Morgan Stanley and Wells Fargo available to join for director questions. Union Pacific senior management provided an overview and update on the status of discussions with Norfolk Southern regarding a potential acquisition. Mr. Vena indicated that Union Pacific management and its advisors had devoted substantial additional time and effort to analyzing the potential acquisition of Norfolk Southern, including regulatory considerations, the strategic benefits and risks of an acquisition versus continuing to operate as a standalone company, as well as the potential value creation for Union Pacific shareholders, and the proposed terms of a preliminary, non-binding indication of interest. Ms. Conlin discussed the directors' fiduciary duties under Utah law in the context of considering a potential acquisition of Norfolk Southern and other legal matters. Union Pacific senior management then discussed preliminary views regarding the substantial synergy opportunities related to revenue, growth and cost savings, as well as the projected timing for achieving such synergies. Union Pacific senior management then presented for the Union Pacific board's consideration the proposed terms of a preliminary, non-binding indication of interest, providing for, among other things, an all-stock, fixed exchange ratio acquisition whereby Norfolk Southern shareholders would receive 1.261 shares of Union Pacific common stock per share of Norfolk Southern common stock, representing an implied value of $280 per share of Norfolk Southern common stock based on Union Pacific's closing price on June 18, 2025, representing an 11% premium as compared to Norfolk Southern's closing price on June 18, 2025. After discussion, the Union Pacific board authorized submission of a preliminary, non-binding indication of interest based upon the terms outlined and presented in the meeting and authorized negotiations with Norfolk Southern within specified parameters.

Later that day, Mr. Vena called Mr. George to convey, on behalf of the Union Pacific board, a preliminary, non-binding indication of interest, which proposal was subsequently confirmed in writing (which is referred to as the June Proposal). The June Proposal also stated that Union Pacific would welcome the opportunity to discuss the possibility of certain members of Norfolk Southern's board joining the combined company's board of directors.

Additionally, on June 20, 2025, Union Pacific and Norfolk Southern executed a clean team agreement to facilitate the sharing of certain non-public information.

On June 21, 2025, Mr. George called Mr. Vena to convey that, based on the Norfolk Southern board's discussions to date regarding the potential transaction and independent financial analysis reviewed with BofA, Mr. George did not expect the June Proposal would be of interest to the Norfolk Southern board. Mr. George conveyed that although the Norfolk Southern board was open to further exploring a potential transaction, any

such transaction would need to appropriately value Norfolk Southern. In particular, Mr. George highlighted that the per-share value implied by the June Proposal was inadequate and also that the June Proposal lacked specificity on other key transaction points. Mr. George also told Mr. Vena that the Norfolk Southern board was focused on maximizing the aggregate value of the merger consideration for Norfolk Southern's shareholders and would be open to discussing a mix of cash and stock consideration instead of an all-stock merger transaction if that would enable Union Pacific to offer a higher purchase price. After discussion, Messrs. George and Vena agreed that Union Pacific would conduct further due diligence in order to identify additional areas of value so that Union Pacific could submit a revised non-binding indication of interest.

On June 24, 2025, Messrs. Zampi and McClellan met with Ms. Hamann and Mr. Rynaski to discuss the assumptions underlying the June Proposal, the consideration mix and other items relating to the June Proposal.

On June 26, 2025, Mr. Vena called Mr. George to discuss progress since their call on June 21, 2025, to discuss the June Proposal. Mr. George reiterated his view that the June Proposal was not likely to be of interest to the Norfolk Southern board and his expectation that Union Pacific would need to substantially increase its proposed offer price for the Norfolk Southern board to consider a proposal more seriously. Mr. Vena, as authorized by the Union Pacific board, suggested that the companies' respective financial advisors and other representatives of management continue to meet in order to discuss perspectives on the appropriate valuation for a potential transaction.

On June 27, 2025, the Norfolk Southern board held a meeting. Representatives of BofA, Wachtell Lipton, and Sidley were present at the meeting by invitation of the Norfolk Southern board. Mr. Zampi reviewed Norfolk Southern's standalone plan. Members of the Norfolk Southern board and management discussed the standalone plan, potential risks and opportunities reflected in the plan, and the potential impact on the standalone plan that would result from either (i) a transcontinental merger of Union Pacific with another counterparty or (ii) a transcontinental merger of Norfolk Southern with a counterparty other than Union Pacific. The Norfolk Southern board also discussed industry trends and the difficulty Norfolk Southern and the industry has had, and risked continuing to have, in achieving significant growth on a standalone basis, including due to lower volumes because of truck market penetration, and the potential for a transcontinental merger to break through these challenges. Mr. George provided an update on discussions with Union Pacific, including the June Proposal, and management's perspectives on the June Proposal, and, thereafter, representatives of BofA and Wachtell Lipton reviewed the June Proposal with the Norfolk Southern board. As part of this presentation, representatives of BofA provided an overview of BofA's preliminary financial analysis of the June Proposal. Representatives of Sidley presented on their preliminary regulatory analysis with respect to a potential transaction. After discussion, the Norfolk Southern board agreed that it would not transact on the basis of the June Proposal; however, the Norfolk Southern board authorized management and Norfolk Southern's advisors to continue exploring a potential transaction with Union Pacific further to determine whether a transcontinental merger which valued Norfolk Southern appropriately could present a superior option for Norfolk Southern and its shareholders and other constituencies as compared to Norfolk Southern's standalone plan and available alternatives.

During the week of June 30, 2025, representatives of BofA met with representatives of Morgan Stanley and Wells Fargo, to discuss the June Proposal, including the underlying financial analysis, precedent transactions and the potential consideration mix. Also, during the same week, Messrs. McClellan and Rynaski met to further discuss potential synergies in the transaction.

On July 1, 2025, the Union Pacific board held an update meeting, which was also attended by representatives of Union Pacific senior management. During this meeting, there was a discussion of conversations among representatives of BofA, Morgan Stanley, and Wells Fargo. Mr. Vena discussed the progress of the potential acquisition of Norfolk Southern. Discussion among the Union Pacific board and senior leadership included potential terms of an acquisition and the mix of consideration. Messrs. Vena and McCarthy also proposed to meet with Mr. George and the Chairman of the Norfolk Southern board for further discussion. Also discussed was whether to continue to engage with Norfolk Southern or consider another strategic rail counterparty,

including Party A. At the end of the discussion it was agreed upon for Mr. Vena to propose a meeting with Mr. George, the Chairman of the Norfolk Southern board, and the Chairman of the Union Pacific board.

On July 3, 2025, Mr. Vena suggested to Mr. George that Messrs. George and Vena meet together with the Chairman of the Norfolk Southern board and the Chairman of the Union Pacific board to discuss the potential transaction. Messrs. Vena and George agreed to discuss further the week after the July 4 holiday whether it was the appropriate time for such a meeting.

On July 7, 2025, Mr. Vena emailed Mr. George (which is referred to as the July 7 Response) in response to the message conveyed by representatives of BofA to representatives of Morgan Stanley and Wells Fargo regarding the June Proposal. Mr. Vena responded to the feedback regarding value by explaining that certain precedent transactions referenced by BofA were not applicable to the current potential transaction and emphasizing the need for the parties to engage in a robust regulatory discussion.

On July 8, 2025, Messrs. Vena and George had a call during which they discussed Norfolk Southern's valuation in the potential transaction as well as the consideration mix and potential synergies. Mr. Vena indicated that he believed the Union Pacific board would potentially consider increasing Union Pacific's proposal from the valuation implied by the June Proposal. Messrs. George and Vena agreed to schedule a meeting the following week between the two of them together with Richard H. Anderson, the Chairman of the Norfolk Southern board, and Mr. McCarthy.

Later that day, representatives of BofA met with representatives of Morgan Stanley and Wells Fargo, to discuss the June Proposal and July 7 Response.

On July 9, 2025, the Norfolk Southern board held a meeting. Representatives of BofA, Wachtell Lipton, and Sidley were present at the meeting by invitation of the Norfolk Southern board. Mr. George provided an update on discussions with Union Pacific since the last meeting. Messrs. Zampi and McClellan provided an update on the company's standalone plan, including certain risks and potential opportunities associated with the standalone plan and the work done to consider the impact on the standalone plan of a transcontinental railroad merger between Union Pacific and another counterparty, and the potential synergies from a transaction, including a comparison of the synergies potentially available in a merger with Union Pacific as compared to a transcontinental merger with another counterparty. Representatives of BofA reviewed with the Norfolk Southern board their preliminary financial analysis of a potential transaction. Representatives of Sidley presented on their regulatory analysis of the potential transaction. Thereafter, representatives of Wachtell Lipton presented regarding the Norfolk Southern board's fiduciary duties, decision points for the Norfolk Southern board in its review of the potential transaction, the potential transaction timeline, and key transaction terms that would need to be negotiated as part of a potential transaction, including that Norfolk Southern should negotiate for a reverse termination fee in the event that the transaction is ultimately not consummated due to the failure to receive required regulatory approvals. The Norfolk Southern board discussed the risks and benefits of the transaction as compared to potential alternatives, including maintaining the status quo, and also discussed, with input from representatives of BofA, the likelihood of another potential counterparty being willing to offer terms superior from a financial perspective as compared to the terms Union Pacific was capable of proposing. Following that discussion, it was the consensus of the Norfolk Southern board that the opportunity for a transcontinental merger with Union Pacific that adequately valued Norfolk Southern was likely to be superior to Norfolk Southern's standalone plan and all other available alternatives, and also that if another railroad were to subsequently consummate a transcontinental railroad merger, then Norfolk Southern would be advantaged if it were the first mover in pursuing its own transcontinental railroad merger. On this basis, the Norfolk Southern board indicated to management its support for continuing to explore a potential merger with Union Pacific, and for Messrs. George and Anderson to meet with their counterparts at Union Pacific.

On July 15, 2025, Messrs. George and Anderson met with Messrs. Vena and McCarthy. At the meeting, each of Messrs. Anderson and McCarthy expressed that they and their respective boards were supportive of the

continued exploration of a potential combination between Norfolk Southern and Union Pacific. Mr. Anderson also indicated that the Norfolk Southern board expected a higher price per share of Norfolk Southern common stock than the price implied by the June Proposal in order to transact. Each of them shared their perspectives on the potential combination, the benefits from the potential combination, key transaction terms and the importance of a cohesive integration process.

On July 16, 2025, Messrs. Anderson and George updated the Norfolk Southern board on the meeting held on July 15, 2025, with Messrs. Vena and McCarthy.

Also on July 16, 2025, the Union Pacific board held a meeting, which was also attended by representatives of Union Pacific senior management. Representatives of Morgan Stanley, Wells Fargo and Skadden were present at the meeting by invitation of the Union Pacific board. Union Pacific senior management reviewed with the Union Pacific board the status of discussions with Norfolk Southern concerning the potential acquisition. Representatives of Morgan Stanley and Wells Fargo gave an overview on trading of Union Pacific, Norfolk Southern, and other Class I railroads since June 20, 2025, a preliminary financial analysis of Norfolk Southern based on Union Pacific's management case, including updates since the June 20, 2025, Union Pacific board meeting, and a preliminary financial analysis of Union Pacific based on Union Pacific's management case. Also at the meeting, Union Pacific senior management discussed preliminary estimates of synergies to be generated by the potential acquisition. After discussion, the Union Pacific board authorized Union Pacific senior management to proceed with a revised preliminary, non-binding indication of interest for Norfolk Southern, with an initial value of $310 per share of Norfolk Southern common stock, comprised of approximately 70% Union Pacific common stock and 30% cash. The Union Pacific board also authorized proposing a reverse termination fee of 3.0% of the implied equity value of the potential transaction, payable by Union Pacific if the requisite regulatory approvals are not obtained under certain circumstances, with such proposal subject to Norfolk Southern agreeing to specified limits on Union Pacific's obligations to agree to concessions and other remedies in the context of obtaining such regulatory approvals. The Union Pacific board also authorized further negotiations with Norfolk Southern within specified parameters.

On July 17, 2025, Messrs. George and Vena had a call during which Mr. Vena indicated he expected to provide a revised preliminary, non-binding indication of interest the following week. Messrs. George and Vena agreed that, assuming they could reach terms on an acceptable proposal, it was important that discussions progress expeditiously in light of market rumors.

On July 18, 2025, each of Messrs. George and Vena, as well as representatives of BofA, Morgan Stanley, and Wells Fargo, spoke in separate conversations to discuss the potential timeline to announcing a transaction, assuming the revised proposal was acceptable to Norfolk Southern. The representatives of the financial advisors agreed that, if the proposal was acceptable to Norfolk Southern, it would be in both parties' interests to accelerate discussions given the continuing market rumors.

On July 20, 2025, Mr. Vena called Mr. George to convey, on behalf of the Union Pacific board, a revised preliminary, non-binding indication of interest for Union Pacific to enter into a stock-and-cash transaction with Norfolk Southern, which proposal was subsequently confirmed in writing (which is referred to as the July 20 Proposal). The July 20 Proposal contemplated a stock-and-cash merger whereby Norfolk Southern shareholders would receive 0.9387 shares of Union Pacific common stock and $93 in cash per share of Norfolk Southern common stock, valuing Norfolk Southern common stock at approximately $310 per share based on Union Pacific's closing price on July 16, 2025, the last trading day prior to certain market rumors, and representing a 21% premium as compared to Norfolk Southern's 30-trading-day volume weighted average closing price per share on July 16, 2025. The July 20 Proposal also included a reverse termination fee of $1.9 billion payable by Union Pacific if requisite regulatory approvals were not obtained under certain circumstances. Union Pacific also indicated in the July 20 Proposal that the proposal was subject to acceptable limits on Union Pacific's obligations to agree to concessions and other remedies in the context of obtaining regulatory approval and it would welcome the opportunity to discuss certain members of Norfolk Southern's board joining the combined company's board of directors.

On July 21, 2025, the Norfolk Southern board held a meeting. Representatives of BofA and Wachtell Lipton were present at the meeting by invitation of the Norfolk Southern board. Mr. George provided an update on the status of negotiations with Union Pacific since the last meeting, including the July 20 Proposal and market rumors. Mr. McClellan presented on the potential synergies and dis-synergies in the potential transaction, as well as the potential synergies and dis-synergies available in a hypothetical transcontinental merger with an alternative counterparty. It was presented that a combination between Norfolk Southern and Union Pacific offers the most attractive and complementary network fit to maximize upside and synergies. Representatives of BofA presented on its financial analysis of the July 20 Proposal. Representatives of Wachtell Lipton reviewed with the Norfolk Southern directors their fiduciary duties in connection with their consideration of a potential transaction, as they had previously done, and presented on key potential transactions terms, including considerations in respect of combined company governance and the regulatory reverse termination fee, and the potential timeline to announcement of a transaction. The Norfolk Southern board discussed the risks and benefits of the transaction as compared to potential alternatives, including maintaining the status quo, and also discussed, with input from representatives of BofA, the Norfolk Southern board's belief that another potential counterparty to a transcontinental merger would likely not be willing to offer terms superior from a financial perspective as compared to Union Pacific and that a transcontinental merger with Union Pacific would be superior to Norfolk Southern's available alternatives, including maintaining the status quo. The Norfolk Southern board discussed with management and advisors the benefits and risks of the July 20 Proposal, the strategy for responding to the July 20 Proposal, combined company governance, regulatory, and other provisions to be included in the merger agreement for the potential transaction and market rumors and the importance of accelerating negotiations with Union Pacific in light of market rumors. After discussion, the Norfolk Southern board authorized Mr. George to submit the July 21 Counterproposal.

On July 21, 2025, Mr. George called Mr. Vena to convey, on behalf of the Norfolk Southern board, a non-binding indication of interest in response to the July 20 Proposal (which is referred to as the July 21 Counterproposal). The July 21 Counterproposal contemplated a stock-and-cash merger whereby Norfolk Southern shareholders would receive 1 share of Union Pacific common stock and $100 in cash per share of Norfolk Southern common stock, valuing Norfolk Southern common stock at approximately $331 per share based on Union Pacific's closing price on July 16, 2025, the last trading day prior to certain market rumors, and representing a 29% premium as compared to Norfolk Southern's 30-trading-day volume weighted average closing price per share on July 16, 2025. The July 21 Counterproposal also included a reverse termination fee of $3.5 billion payable by Union Pacific if requisite regulatory approvals were not obtained under certain circumstances. Norfolk Southern also proposed, among other things, that the Norfolk Southern board would have proportionate representation on the combined company's board of directors and that Messrs. Anderson and George be among the designated Norfolk Southern representatives. In the July 21 Counterproposal, Norfolk Southern proposed targeting announcement of a transaction by July 29, 2025, the date of Norfolk Southern's scheduled quarterly earnings release.

On July 22, 2025, Mr. Anderson called Mr. McCarthy to indicate that Mr. George had submitted the July 21 Counterproposal and answer any questions of the Union Pacific board on the July 21 Counterproposal.

Later on July 22, 2025, Mr. Vena conveyed to Mr. George, on behalf of the Union Pacific board, based on discussions between Messrs. McCarthy and Vena and the prior Union Pacific board authorization on July 16, 2025, a non-binding indication of interest in response to the July 21 Counterproposal (which is referred to as the Final Proposal). The Final Proposal contemplated a stock-and-cash merger whereby Norfolk Southern shareholders would receive 1 share of Union Pacific common stock and an amount in cash per share of Norfolk Southern common stock, valuing Norfolk Southern common stock at $320 per share based on Union Pacific's closing price on July 16, 2025, the last trading day prior to certain market rumors, and representing a 25% premium as compared to Norfolk Southern's 30-trading-day volume weighted average closing price per share on July 16, 2025. The Final Proposal also included a reverse termination fee of $2.5 billion payable by Union Pacific if requisite regulatory approvals were not obtained under certain circumstances. Union Pacific proposed that the Norfolk Southern board would have three representatives on the combined company's board of directors,

including Messrs. Anderson and George and one additional director to be determined; provided that such individuals must be qualified, willing and suitable to serve as a director under all applicable corporate governance policies and guidelines of Union Pacific as reviewed and determined reasonably and in good faith by the Corporate Governance, Nominating and Sustainability Committee of the Union Pacific board. In connection with the Final Proposal, Union Pacific indicated that, if the parties were to move forward based on the Final Proposal toward Norfolk Southern's proposed July 29, 2025, announcement, then, in light of persisting market rumors and Union Pacific's scheduled quarterly earnings announcement on July 24, 2025, Union Pacific believed that Union Pacific and Norfolk Southern should issue a joint statement on July 24, 2025, confirming that the parties were in discussions regarding a proposed transaction. Mr. Vena stated to Mr. George that the Final Proposal represented Union Pacific's best and final offer.

On July 22, 2025, Mr. Vena received an inquiry from the Chief Executive Officer of a potential strategic counterparty (referred to as Party A) about a potential transaction with Party A. Mr. Vena informed the Union Pacific board and Mr. George of this outreach.

Also on July 22, 2025, representatives of Morgan Stanley, Wells Fargo, and BofA discussed the timeline for the proposed transaction and a potential public announcement, and BofA preliminarily raised the topic of the parties entering into exclusivity.

Also on July 22, 2025, representatives of Skadden provided an initial draft of a proposed merger agreement to representatives of Wachtell Lipton. Thereafter, and continuing until the merger agreement was executed, the parties and their counsel negotiated the terms of the merger agreement, reflecting discussions between the parties regarding transaction terms.

On July 23, 2025, the Norfolk Southern board had a call with representatives of Norfolk Southern management, BofA, Wachtell Lipton, and Sidley to discuss the Final Proposal. The Norfolk Southern board discussed the valuation proposed in the Final Proposal based on various metrics, including, among other things, that the premium offered was consistent with the premium agreed to in the most recent significant industry transaction between Canadian Pacific and Kansas City Southern prior to Kansas City Southern's receipt of a topping bid. After discussion, the Norfolk Southern board indicated that, subject to finalization of definitive documentation and review of the final terms, it was amenable to accepting the Final Proposal, and authorized management to negotiate definitive documentation on the basis of the Final Proposal. The Norfolk Southern board also authorized the release of an announcement indicating that Norfolk Southern was in advanced discussions with Union Pacific, and for management to seek a mutual exclusivity commitment from Union Pacific that neither party would negotiate with other counterparties until July 29, 2025, as a condition to issuing such a release.

On July 23, 2025, Mr. George conveyed to Mr. Vena that the Norfolk Southern board had authorized management to negotiate definitive documentation on the basis of the Final Proposal. Mr. George also conveyed Norfolk Southern's proposal as to exclusivity. Mr. Vena then discussed Norfolk Southern's exclusivity proposal and proposed press release with Mr. McCarthy and members of the Union Pacific board. Messrs. George and Vena then agreed to execute a short-term exclusivity agreement restricting each of Union Pacific and Norfolk Southern from discussing alternative transactions with other parties.

On July 24, 2025, representatives of Morgan Stanley and Wells Fargo provided materials to the Union Pacific board related to their respective investment banking relationships with Union Pacific and Norfolk Southern. Similarly, prior to the execution of the merger agreement, representatives of BofA provided materials to the Norfolk Southern board related to its investment banking relationships with Union Pacific and Norfolk Southern.

Also on July 24, 2025, Norfolk Southern and Union Pacific entered into a mutual exclusivity agreement expiring at 11:59 p.m. Eastern Time on July 29, 2025.

Thereafter, also on July 24, 2025, each of Norfolk Southern and Union Pacific issued a press release confirming that the companies were engaged in advanced discussions regarding a potential business combination.

From the time of this announcement through the execution of the merger agreement, representatives of both Norfolk Southern and Union Pacific met to discuss and negotiate the remaining open points in the merger agreement and other transaction materials. This included discussions between Messrs. George and Vena, discussions among other members of management and outside advisors, and discussions between Messrs. Anderson and McCarthy.

On July 25, 2025, the Norfolk Southern board met with representatives of Norfolk Southern management, BofA, Wachtell Lipton, and Sidley. Mr. George provided the Norfolk Southern board with an update on the status of negotiations since the last meeting. Representatives of Wachtell Lipton reviewed with the Norfolk Southern board the terms of the merger agreement and the remaining open points in the negotiations. As part of this presentation, representatives of Sidley provided perspectives on the regulatory provisions in the merger agreement. The Norfolk Southern board expressed support for continuing to finalize the open points in the merger agreement over the coming days.

On July 25, 2025, the Union Pacific board held a meeting, which was also attended by representatives of Union Pacific senior management. Representatives of Morgan Stanley, Wells Fargo, Skadden, and Covington were present at the meeting by invitation of the Union Pacific board. Members of Union Pacific senior management provided an overview and discussed the ongoing negotiations relating to a potential acquisition of Norfolk Southern. Representatives of Morgan Stanley and Wells Fargo reviewed with the board the proposed terms as set forth in the Final Proposal and Union Pacific management's preliminary estimates of the amounts of synergies to be generated by the potential acquisition based on Union Pacific's management case and referencing Norfolk Southern's management case. Union Pacific senior management also discussed key governance terms and regulatory considerations, including a reverse termination fee of $2.5 billion payable by Union Pacific if requisite regulatory approvals are not obtained under certain circumstances and subject to specific limits on Union Pacific's obligations to agree to concessions and other remedies in the context of obtaining regulatory approvals. After discussion, the Union Pacific board expressed its support for senior management and advisors to continue working with their Norfolk Southern counterparts to resolve the outstanding issues in the merger agreement and disclosure schedules.

On July 27, 2025, the Union Pacific board held a meeting, which was also attended by representatives of Union Pacific senior management. Representatives of Morgan Stanley, Wells Fargo, Skadden, and Covington were present at the meeting by invitation of the Union Pacific board. At this meeting, members of Union Pacific senior management provided an update on recent discussions with Norfolk Southern and its financial advisors, including that Norfolk Southern had agreed to proceed with finalizing the terms of a transaction on a basis consistent with the Final Proposal. Next, representatives of Morgan Stanley and Wells Fargo presented for the Union Pacific board's consideration their respective preliminary financial analyses of the proposed acquisition of Norfolk Southern, reviewing with the Union Pacific board, among other things, certain valuation metrics as applied to the proposed acquisition, and an overview of potential synergies as estimated by Union Pacific management and which the Union Pacific board instructed the representatives of Morgan Stanley and Wells Fargo to use for purposes of their synergies analyses. Ms. Conlin and representatives of Skadden then reviewed the fiduciary duties of the Union Pacific directors as they considered the proposed acquisition of Norfolk Southern. Ms. Conlin and representatives of Skadden provided a detailed summary of the key terms of the draft merger agreement, including, among other things, Union Pacific's obligations with respect to obtaining regulatory approvals, the provisions relating to third party acquisition proposals applicable to both Union Pacific and Norfolk Southern, the ability of each party's board of directors to change its recommendation, and the requirement for both parties to submit the mergers to their respective shareholders for approval regardless of board changes in recommendation After discussion, the Union Pacific board expressed its support for senior management and advisors to continue working with their Norfolk Southern counterparts to resolve the outstanding issues in the merger agreement and disclosure schedules. Also on July 27, 2025, Mr. McCarthy received an unsolicited phone call from the Chairman of the Party A board.

On July 28, 2025, the Norfolk Southern board held a meeting. Representatives of BofA, Wachtell Lipton and Sidley were present at the meeting by invitation of the Norfolk Southern board. Mr. George provided an update

on the status of negotiations since the last meeting. Representatives of Wachtell Lipton reviewed the final terms of the merger agreement to be entered into in connection with the proposed transaction in detail, answering all questions raised by members of the Norfolk Southern board, and reviewed the directors' fiduciary duties in considering the proposed transaction, as they had previously done. Also at the meeting, representatives of BofA reviewed certain financial aspects of the proposed transaction in detail, including the financial analyses performed by BofA, and answered all questions raised by members of the Norfolk Southern board, and, following such review and discussion, rendered an opinion, which was initially rendered orally and subsequently confirmed in a written opinion dated July 28, 2025, to the Norfolk Southern board to the effect that, as of such date and based upon and subject to the procedures followed, assumptions made, matters considered, and qualifications and limitations on the review undertaken by BofA as set forth in its written opinion, the merger consideration to be received by the holders of Norfolk Southern common stock (other than the canceled shares and the converted shares) in the first merger pursuant to merger agreement is fair, from a financial point of view, to such holders. For more information, see "*The Merger-Opinion of Norfolk Southern's Financial Advisor*" and Annex D. Representatives of BofA also provided the Norfolk Southern board with customary relationship disclosure, as BofA had previously done, regarding its existing and prior relationships with each of Norfolk Southern and Union Pacific. After careful review and further discussion, including consideration of the factors described below under "*The Mergers-Norfolk Southern's Reasons for the Merger; Recommendation of the Norfolk Southern Board of Directors*," the Norfolk Southern board unanimously (i) determined that it is in the best interests of Norfolk Southern and its shareholders, and declared it advisable, to enter into the merger agreement, (ii) approved the execution, delivery, and performance of the merger agreement and the consummation of the transactions contemplated thereby, including the mergers, (iii) adopted the merger agreement, and (iv) resolved to recommend that the shareholders of Norfolk Southern approve the merger agreement and directed that such matter be submitted for consideration of the shareholders of Norfolk Southern at the Norfolk Southern shareholder meeting.

On July 28, 2025, the Union Pacific board held a meeting, which was also attended by representatives of Union Pacific senior management. Representatives of Morgan Stanley, Wells Fargo, Skadden, and Covington were present at the meeting by invitation of the Union Pacific board. Union Pacific senior management and representatives of Skadden provided the Union Pacific board with an update regarding the discussions with Norfolk Southern and its advisors and resolution of the open issues in the merger agreement and disclosure schedules since the board meeting held the previous day. Also at this meeting, representatives from each of Morgan Stanley and Wells Fargo reviewed their respective financial analyses and delivered oral opinions, subsequently confirmed in writing by delivery of written opinions dated July 28, 2025, that as of the date of their respective written fairness opinions, and based upon and subject to the assumptions made, procedures followed, matters considered, and qualifications and limitations on the scope of review undertaken by each of Morgan Stanley and Wells Fargo, as applicable, as set forth in their respective written fairness opinions, to the effect that the merger consideration to be paid by Union Pacific pursuant to the merger agreement was fair, from a financial point of view, to Union Pacific. For more information, see "*The Merger-Opinions of Union Pacific's Financial Advisors*" and Annexes B and C. After careful review and further discussion, including as to the matters described below under *"The Mergers-Union Pacific's Reasons for the Mergers; Recommendation of the Union Pacific Board of Directors,*" the Union Pacific Board unanimously (i) approved and declared advisable the merger agreement and the consummation of the transactions contemplated by the merger agreement, including the mergers and the share issuance, and (ii) directed that the share issuance proposal and the Union Pacific adjournment proposal be submitted to the Union Pacific shareholders for approval at the Union Pacific special meeting.

Following these meetings of the Norfolk Southern board and Union Pacific board, on July 28, 2025, Norfolk Southern and Union Pacific executed the merger agreement.

On the morning of July 29, 2025, Norfolk Southern and Union Pacific issued a joint press release announcing the execution of the merger agreement.

Union Pacific's Reasons for the Mergers; Recommendation of the Union Pacific Board of Directors

At a meeting on July 28, 2025, the Union Pacific board unanimously (i) approved and declared advisable the merger agreement and the consummation of the transactions contemplated by the merger agreement, including the mergers and the share issuance, (ii) directed that the share issuance proposal and the Union Pacific adjournment proposal be submitted to the Union Pacific shareholders for approval at the Union Pacific special meeting, and (iii) recommended that the Union Pacific shareholders vote "**FOR**" the share issuance proposal and "**FOR**" the Union Pacific adjournment proposal.

In evaluating the merger agreement and the transactions contemplated thereby, including the mergers and the share issuance, the Union Pacific board consulted with Union Pacific's senior management and legal and financial advisors and considered a variety of factors, risks, and uncertainties related to the transactions contemplated by the merger agreement (including the mergers and the share issuance), including, but not limited to, the material factors, risks, and uncertainties described below.

Strategic Factors

The Union Pacific board considered a number of factors related to the strategic rationale for the transactions contemplated by the merger agreement, including, but not limited to, the following:

- Union Pacific's and Norfolk Southern's business, strategy, current and projected financial condition, current earnings and earnings prospects, and related discussions with Union Pacific management, in consultation with Union Pacific's legal and financial advisors;
- The strategic and transformative nature of the mergers, combining two Class I railroads to create America's first transcontinental railroad, which is expected to enhance the competitiveness of U.S. freight railroads, lower supply chain costs for manufacturers and consumers, and offer greater access to U.S.-made goods;
- The belief that the combined company will deliver faster, more comprehensive freight service to customers on a unified rail network with a single Class I interface, eliminating interchange delays, opening new routes, expanding intermodal services, and reducing transit time on key rail corridors;
- The ability to offer new rail options for shippers in regions where railroad connections are less efficient, such as the Ohio Valley and on both sides of the Mississippi River, creating a more accessible, sustainable, and lower-cost supply chain;
- The combined company would connect over fifty thousand (50,000) route miles from the East Coast to the West Coast of the U.S., ten (10) international interchanges, and approximately one hundred (100) ports, unlocking strong international trade routes and offering greater access to U.S.-made goods to support U.S. economic growth;
- The belief that the combined company will provide a more truck-competitive solution with infrastructure, public safety, and environmental benefits, including reduction of highway congestion and reduction of wear-and-tear of roads;
- The belief that the combination of two safety-oriented franchises that share a commitment to safety culture will accelerate railroad safety through adoption of best practices and technology;
- The belief that the combined company will have increased geographic reach and economies of scale and provide meaningful diversification of solutions, increasing (i) the combined company's potential for improved financial performance and operations compared to Union Pacific on a stand-alone basis and (ii) the combined company's ability to serve customers and suppliers through enhanced solutions and expanded capabilities, and increased investment in infrastructure and technology compared to Union Pacific on a stand-alone basis; and

- V. James Vena, Chief Executive Officer of Union Pacific, will lead the combined company as Chief Executive Officer, and the expectation that the addition of members of Norfolk Southern's seasoned management team will bring expertise and talent to the operations of the combined company.

Financial Factors and Synergies

The Union Pacific board considered a number of factors related to the financial rationale for the transactions contemplated by the merger agreement, including, but not limited to, the following:

- The earnings accretion that the Union Pacific board believes will result from the mergers, including the fact that the mergers are expected to be accretive to Union Pacific's adjusted earnings per share in the second full year following the completion of the mergers and rise to high single-digit accretion thereafter;
- The belief that the mergers present significant synergy, cost-saving, and operational-efficiency opportunities, including that the mergers are expected to generate approximately $2.75 billion of annualized synergies (comprising cost savings of $1.0 billion and $1.75 billion in EBITDA growth from market opportunities) by the third year following completion of the mergers, delivering substantial long-term value for Union Pacific and Norfolk Southern shareholders;
- The belief that the combined company will maintain significant financial strength and flexibility, including after taking into account additional transaction-related indebtedness;
- Recent and historical market prices, volatility, and trading information for Union Pacific common stock and Norfolk Southern common stock;
- The credit rating that Union Pacific is expected to have after incurring the interim or permanent indebtedness necessary to finance the cash portion of the merger consideration;
- The aggregate cash consideration is fixed, which provides additional certainty regarding the amount of cash required to be paid by Union Pacific to consummate the mergers;
- The belief that Union Pacific will have the necessary financing to pay the aggregate cash portion of the merger consideration and that Union Pacific, following the mergers, will be able to repay, service, or refinance any indebtedness that is expected to form the interim or permanent financing for the mergers and, with respect to such indebtedness, to comply with applicable financial covenants; and
- The exchange ratio is fixed and will not change based on fluctuations in the trading prices of Union Pacific common stock or Norfolk Southern common stock, or changes in the business performance or financial results of Union Pacific or Norfolk Southern, which creates certainty as to the number of shares of Union Pacific common stock to be issued in the mergers.

Terms of the Merger Agreement

The Union Pacific board considered the terms of the merger agreement, including the representations, warranties, covenants, agreements, and rights of the parties under the merger agreement, the conditions to each party's obligation to consummate the mergers, and the circumstances under which each party may terminate the merger agreement. See "The Merger Agreement." In particular, the Union Pacific board considered the factors below.

Shareholder Approval

- The share issuance is subject to the approval of Union Pacific shareholders, and the belief that, in this regard, Union Pacific's directors and executive officers do not own a significant enough interest in Union Pacific common stock, in the aggregate, to influence substantially the outcome of such shareholder vote.

Regulatory Approvals

- The belief that, although the consummation of the mergers is subject to the requisite regulatory approvals, including the STB approval, the parties will be able to obtain all requisite regulatory approvals without a material adverse effect on their respective businesses.
- The requirement to use reasonable best efforts to obtain the STB approval and CNA approval.
- The belief that the end date (as it may be extended) under the merger agreement, after which Union Pacific or Norfolk Southern, subject to certain exceptions, may terminate the merger agreement, provides the parties with sufficient time to obtain all requisite regulatory approvals.
- Union Pacific has the right not to consummate the mergers if a "materially burdensome regulatory condition" is imposed in connection with obtaining the requisite regulatory approvals, including the STB approval, subject to paying Norfolk Southern a termination fee of $2.5 billion in certain circumstances.

Norfolk Southern's Covenants and Agreements

- Norfolk Southern is required to pay Union Pacific a termination fee of $2.5 billion in connection with a termination of the merger agreement under specified circumstances related to changes of recommendation by the Norfolk Southern board, a Norfolk Southern alternative proposal, or other qualifying transaction, subject to the obligation of Norfolk Southern to proceed with a vote of Norfolk Southern shareholders on the merger agreement proposal regardless of any such withdrawal or modification of its recommendation, as described in more detail in "*The Merger Agreement-Termination Fees and Other Fees*."
- The merger agreement provides for reasonable restrictions on the operations of Norfolk Southern's business prior to completion of the mergers.

Union Pacific No-Shop Provisions and Related Termination Fees and Other Fees

- Although the merger agreement prohibits Union Pacific from soliciting a transaction from a third party to acquire Union Pacific, the merger agreement does not preclude a third party from making an unsolicited superior proposal to acquire Union Pacific, and Union Pacific may provide information to, and enter into discussions or negotiations with, a third party regarding an acquisition of Union Pacific, if prior to obtaining Union Pacific shareholder approval of the share issuance proposal, Union Pacific receives an unsolicited, bona fide written proposal from such third party to acquire Union Pacific and the Union Pacific board determines that such proposal constitutes or could reasonably be expected to result in a superior proposal to acquire Union Pacific.
- In response to the receipt of such a superior proposal to acquire Union Pacific, prior to obtaining Union Pacific shareholder approval of the share issuance proposal, the Union Pacific board may change its recommendation that Union Pacific shareholders vote "**FOR**" the share issuance proposal if the Union Pacific board determines that the failure to make such change in recommendation would be inconsistent with the Union Pacific board's fiduciary duties under applicable law, subject to compliance with the terms of the merger agreement (including the obligation of Union Pacific to proceed with a vote of Union Pacific shareholders on the share issuance proposal regardless of any such withdrawal or modification of its recommendation).
- The mergers are subject to an approval from each party's shareholders, which allows sufficient time for a third party to make a superior proposal to acquire Union Pacific if it desires to do so.
- In response to certain material events, changes, occurrences, or developments that were unknown and not reasonably foreseeable to the Union Pacific board as of the date of the merger agreement, and become known before the Union Pacific shareholder approval is obtained, the Union Pacific board may change its recommendation that Union Pacific shareholders vote "**FOR**" the share issuance proposal if

the Union Pacific board determines that the failure to make such change in recommendation would be inconsistent with the Union Pacific board's fiduciary duties under applicable law, subject to compliance with the terms of the merger agreement (including the obligation of Union Pacific to proceed with a vote of Union Pacific shareholders on the share issuance proposal regardless of any such withdrawal or modification of its recommendation).

- Union Pacific is required to pay Norfolk Southern a termination fee of $2.5 billion in connection with a termination of the merger agreement under specified circumstances related to changes of recommendation by the Union Pacific board, a Union Pacific alternative proposal, or other qualifying transaction, subject to the obligation of Union Pacific to proceed with a vote of Union Pacific shareholders on the share issuance proposal regardless of any such withdrawal or modification of its recommendation, as described in more detail in "The Merger Agreement-Termination Fees and Other Fees."
- The Union Pacific board's belief that the Union Pacific no-shop provisions and the related termination fees are reasonable in light of the circumstances (including the context discussed above, the overall terms of the merger agreement, and the belief that such no-shop provisions and the amount of such termination fees are generally consistent with provisions and termination fees in comparable transactions and not preclusive of other offers).

Other Merger Agreement Terms

- The customary nature of Union Pacific's representations and warranties, as well as its other covenants, in the merger agreement.
- The current members of the Union Pacific board will serve as members of the combined company's board of directors, and three (3) directors of the Norfolk Southern board, including Mark R. George, the current President and Chief Executive Officer of Norfolk Southern, and Richard H. Anderson, the current Chairman of the Norfolk Southern board, are expected to join the combined company's board of directors after completing Union Pacific's corporate governance process.

Other Factors Weighing in Favor of the Transaction

The Union Pacific board also considered a number of other factors weighing in favor of the transactions contemplated by the merger agreement (including the mergers and the share issuance), including, but not limited to, the following:

- The Union Pacific shareholders immediately prior to the mergers will own approximately 73% of the outstanding Union Pacific common stock immediately following the mergers;
- The review provided to the Union Pacific board by Union Pacific management of Union Pacific's and Norfolk Southern's respective businesses, historical financial performance and condition, operations, properties, assets, regulatory issues, competitive positions, prospects and management;
- The recommendation by Union Pacific management in favor of the transactions contemplated by the merger agreement, including the mergers and the share issuance;
- The opinion, dated July 28, 2025, of Morgan Stanley to the Union Pacific board as to the fairness, from a financial point of view and as of such date, to Union Pacific of the merger consideration to be paid by Union Pacific in the first merger pursuant to the merger agreement, which opinion was based upon and subject to the assumptions made, procedures followed, matters considered and qualifications and limitations on the scope of review undertaken by Morgan Stanley in connection with the preparation of its opinion, as more fully described below under the caption "*Opinions of Union Pacific's Financial Advisors-Opinion of Morgan Stanley & Co. LLC*;" and
- The opinion, dated July 28, 2025, of Wells Fargo to the Union Pacific board as to the fairness, from a financial point of view, and as of such date, to Union Pacific of the merger consideration to be paid by

Union Pacific in the first merger pursuant to the merger agreement, which opinion was based upon and subject to the assumptions made, procedures followed, matters considered, and qualifications and limitations on the scope of review undertaken by Wells Fargo in connection with the preparation of its opinion, as more fully described below under the caption "*Opinions of Union Pacific's Financial Advisors-Opinion of Wells Fargo Securities, LLC*."

Risks, Uncertainties and Other Factors Weighing Negatively Against the Transaction

The Union Pacific board also considered potential risks, uncertainties and other factors weighing negatively against the transactions contemplated by the merger agreement (including the mergers and the share issuance), including, but not limited to, those set forth below.

- The exchange ratio is fixed and will not change based on changes in the trading prices of Union Pacific common stock or Norfolk Southern common stock or changes in the business performance or financial results of Union Pacific or Norfolk Southern. Accordingly, if the value of Norfolk Southern's businesses decline relative to the value of Union Pacific's businesses prior to completion of the mergers, the ownership percentage of the current Norfolk Southern shareholders in the combined company may exceed Norfolk Southern's relative contribution to the combined company.
- The dilution of existing shares of Union Pacific common stock as a result of the share issuance.
- Union Pacific and Norfolk Southern will incur substantial costs and expenses in connection with the transactions contemplated by the merger agreement, including legal, financial advisory, and accountants' fees.
- The difficulties in combining the businesses and workforces of Union Pacific and Norfolk Southern based on, among other things, the size, scope, and complexity of the two companies.
- The challenges inherent in the management and operation of the combined company, including the risk that integration costs may be greater than anticipated and integration may require greater-than-anticipated management attention and focus after the completion of the mergers.
- The risk that the anticipated synergies, operational efficiencies, and other benefits sought to be obtained from the mergers might not be achieved in the contemplated time frame, to the degree anticipated, or at all.
- The risk that Union Pacific management's attention and Union Pacific resources may be diverted from the operation of Union Pacific's businesses, including other strategic opportunities and operational matters, while Union Pacific is working toward the completion of the mergers.
- Completion of the mergers is subject to the approval, authorization, or exemption by the STB and approval from other applicable regulatory authorities. One or more applicable governmental authorities may seek to impose unfavorable terms or conditions on the requisite regulatory approvals, thereby requiring Union Pacific to agree to substantial concessions or remedies to meet its obligations under the merger agreement, or not grant the requisite regulatory approvals. In addition, obtaining the requisite regulatory approvals may take a significant period of time, and the pendency of the mergers during the regulatory approval process may preclude Union Pacific from pursuing other strategic opportunities.
- Union Pacific must pay Norfolk Southern a termination fee of $2.5 billion if (a) the merger agreement is terminated for failure to close by the end date, and at time of such termination, all other closing conditions are satisfied or waived, except (i) there is an injunction or order entered or issued by a governmental entity pursuant to an applicable railroad law, antitrust law, or similar law, (ii) the requisite regulatory approvals have not been obtained, (iii) a requisite regulatory approval has resulted in the imposition of a "materially burdensome regulatory condition," or (iv) there is an injunction, or similar court or governmental order that imposes a "materially burdensome regulatory condition" or

(b) any governmental entity of competent jurisdiction has issued or entered a final, non-appealable injunction or similar order, pursuant to any railroad law, antitrust law, or similar law permanently enjoining or prohibiting the consummation of the mergers.

- Union Pacific is required to pay Norfolk Southern a termination fee of $2.5 billion if Union Pacific shareholders do not approve the share issuance proposal at a time when Norfolk Southern had the right to terminate due to the Union Pacific board's change of recommendation.
- The risk that the mergers may not be completed despite the parties' efforts or that completion of the mergers may be unduly delayed, even if Union Pacific shareholders approve the share issuance proposal and Norfolk Southern shareholders approve the merger agreement proposal, including the possibility that conditions to the parties' obligations to consummate the mergers may not be satisfied, and the potential resulting disruption to Union Pacific's business.
- The potential negative effect of the pendency of the mergers on Union Pacific's and Norfolk Southern's respective businesses and relationships with employees, customers, suppliers, vendors, and governmental authorities, including regulators and the communities in which they operate, as well as the risk that certain key members of Norfolk Southern's senior management might choose not to remain employed by Norfolk Southern through the closing.
- The potential negative effect of the failure of the mergers to be completed on a timely basis or at all on Union Pacific's business and relationships with employees, customers, suppliers, vendors, and governmental authorities, including regulators and the communities in which they operate.
- Completion of the mergers is not conditioned on Union Pacific's ability to find suitable financing for the cash portion of the merger consideration and Norfolk Southern's right to specifically enforce Union Pacific's obligation to consummate the mergers, even if Union Pacific has not found suitable financing.
- The risk that the additional indebtedness to be incurred by Union Pacific in connection with the mergers could have a negative impact on Union Pacific's credit rating and flexibility.
- Although the merger agreement prohibits Norfolk Southern from soliciting a transaction from a third party to acquire Norfolk Southern, Norfolk Southern may provide information to, and enter into discussions or negotiations with, a third party regarding an acquisition of Norfolk Southern, if prior to obtaining Norfolk Southern shareholder approval of the merger agreement proposal, Norfolk Southern receives an unsolicited, bona fide written proposal from such third party to acquire Norfolk Southern and the Norfolk Southern board determines that such proposal constitutes or could reasonably be expected to result in a superior proposal to acquire Norfolk Southern.
- In response to the receipt of such a superior proposal to acquire Norfolk Southern, prior to obtaining Norfolk Southern shareholder approval of the merger agreement proposal, the Norfolk Southern board may change its recommendation that Norfolk Southern shareholders vote "**FOR**" the merger agreement proposal if the Norfolk Southern board determines that the failure to make such change in recommendation would be inconsistent with the Norfolk Southern board's fiduciary duties, subject to compliance with the terms of the merger agreement (including the obligation of Norfolk Southern to proceed with a vote of Norfolk Southern shareholders on the merger agreement proposal regardless of any such withdrawal or modification of its recommendation).
- In response to certain material events, changes, occurrences, or developments that were unknown and not reasonably foreseeable to the Norfolk Southern board as of the date of the merger agreement, and become known before the Norfolk Southern shareholder approval is obtained, the Norfolk Southern board may change its recommendation that Norfolk Southern shareholders vote "**FOR**" the merger agreement proposal if the Norfolk Southern board determines that the failure to make such change in recommendation would be inconsistent with the Norfolk Southern board's fiduciary duties, subject to compliance with the terms of the merger agreement (including the obligation of Norfolk Southern to proceed with a vote of Norfolk Southern shareholders on the merger agreement proposal regardless of any such withdrawal or modification of its recommendation).

- Completion of the mergers is subject to Union Pacific shareholders approving the share issuance proposal and Norfolk Southern shareholders approving the merger agreement proposal, and the risk that one or both of such approvals may not be obtained.
- The merger agreement imposes certain restrictions on Union Pacific's operations until completion of the mergers.
- Certain of Union Pacific's directors and executive officers have interests in the mergers that may be different from, or in addition to, those of Union Pacific shareholders generally, as more fully described under the caption "-*Interests of Directors and Executive Officers in the Mergers-Interests of Union Pacific Directors and Executive Officers in the Mergers*."
- Certain senior executives of Norfolk Southern will receive payments in connection with the mergers, as more fully described under the caption "-*Interests of Directors and Executive Officers in the Mergers-Interests of Norfolk Southern Directors and Executive Officers in the Mergers*," and a portion of the payments described therein may not be deductible for federal and state income tax purposes by the combined company.

Other Factors

The Union Pacific board also considered (i) its fiduciary duties in light of the foregoing, (ii) that its resolutions approving the merger agreement and the mergers were approved unanimously by the Union Pacific board, which is comprised of a majority of independent directors and not employees of Union Pacific or any of its subsidiaries, (iii) that it received the views of Union Pacific's senior management, and the advice of Union Pacific's legal and financial advisors regarding the mergers, and (iv) the type and nature of the risks described under "*Risk Factors*" beginning on page 55 and the matters described under "*Cautionary Note Regarding Forward-Looking Statements*" beginning on page 53.

Conclusion

The Union Pacific board unanimously believes that, overall, the potential benefits of the transactions contemplated by the merger agreement to Union Pacific shareholders outweigh the risks, uncertainties, and factors weighing negatively against the transactions contemplated by the merger agreement.

In view of the wide variety of factors considered in connection with its evaluation of the transactions contemplated by the merger agreement and the complexity of these matters, the Union Pacific board did not consider it practical, and the Union Pacific board did not attempt, to quantify, rank, or otherwise assign relative weights to the different factors it considered in reaching its decision.

The Union Pacific board did not undertake to make any specific determination as to whether any particular factor, or any aspect of any particular factor, was favorable or unfavorable to its ultimate determination, but rather the Union Pacific board conducted an overall review of the factors described above, including discussions with Union Pacific's senior management and Union Pacific's legal and financial advisors. In considering the factors described above, individual directors of the Union Pacific board may have given different weight to different factors.

It should be noted that this explanation of the reasoning of the Union Pacific board and all other information presented in this section is forward-looking in nature and, therefore, should be read in light of the factors discussed in "*Cautionary Note Regarding Forward-Looking Statements*".

THE UNION PACIFIC BOARD UNANIMOUSLY RECOMMENDS THAT UNION PACIFIC SHAREHOLDERS VOTE "FOR" THE SHARE ISSUANCE PROPOSAL AND "FOR" THE UNION PACIFIC ADJOURNMENT PROPOSAL.

Norfolk Southern's Board's Recommendations and Its Reasons for the Transaction

The Norfolk Southern board, at a meeting held on July 28, 2025, unanimously (i) determined that it is in the best interests of Norfolk Southern and its shareholders, and declared it advisable, to enter into the merger agreement, (ii) approved the execution, delivery, and performance of the merger agreement and the consummation of the transactions contemplated thereby, including the mergers, (iii) adopted the merger agreement, and (iv) resolved to recommend that the shareholders of Norfolk Southern approve the merger agreement and directed that such matter be submitted for consideration of the shareholders of Norfolk Southern at the Norfolk Southern special meeting. The Norfolk Southern board unanimously recommends that Norfolk Southern shareholders vote "**FOR**" the merger agreement proposal, "**FOR**" the merger-related compensation proposal, and "**FOR**" the Norfolk Southern adjournment proposal.

In reaching its decision to adopt the merger agreement and recommend that Norfolk Southern shareholders approve the merger agreement proposal, the Norfolk Southern board consulted with Norfolk Southern management and independent legal and financial advisors and considered a variety of factors with respect to the mergers and the other transactions contemplated by the merger agreement, including the following (which are presented below in no particular order and are not exhaustive):

- The combination of Norfolk Southern and Union Pacific would create America's first transcontinental railroad that spans over 50,000 miles across 43 states with access to 10 international interchanges and approximately 100 ports that would save 24 to 48 hours in transit, thereby, among other things, enhancing competition in the transportation industry, strengthening the ability of the combined company to compete with the American truck network and other alternative transportation options, transforming the U.S. supply chain, unleashing the strength of American manufacturing, and creating new sources of economic growth, including by:
  - unlocking rail options for shippers in regions where railroad connections are less efficient and creating a more accessible, sustainable, and lower-cost supply chain for manufacturers and consumers;
  - unlocking strong international trade routes and offering greater access to U.S.-made goods and improving transit times;
  - enhancing the rail experience and ease of doing business by providing customers with the ability to quickly receive single-line rate quotes with one system to track freight, enabling real-time decisions that optimize supply chains; and
  - competing more effectively with Canadian railroads to win back U.S. freight volume and American jobs;
- The combined company would be expected to achieve significant run-rate EBITDA synergies, as well as significant cost synergies, driven by, among other things, the ability to convert U.S. truck volumes to rail through new single-line service, further penetrate international markets, enhance asset utilization and routing and reduce purchased services and material costs, as well as increased efficiencies in selling, general, and administrative costs;
- Norfolk Southern and Union Pacific had $7.3 billion of combined free cash flow in 2024 and the combined company would be expected to continue to have significant free cash flow on a combined basis, and that this significant free cash flow will provide the combined company with significant flexibility to return capital to shareholders through share repurchases and dividends;
- The merger consideration to be received by Norfolk Southern shareholders values Norfolk Southern common stock at $320 per share based on Union Pacific's closing price on July 16, 2025 (the last

trading day prior to press speculation that Union Pacific was pursuing a potential merger with Norfolk Southern), which represents a highly attractive valuation relative to the standalone prospects of Norfolk Southern and the recent and historic trading prices, trading multiples, and analyst price targets for Norfolk Southern common stock, including the fact that the implied per share merger consideration represented, as of July 16, 2025, an approximate 25% premium to the 30-trading-day volume weighted average closing price per share of Norfolk Southern common stock prior to such date;

- The Norfolk Southern board's review of Norfolk Southern's standalone plan and the risks and uncertainties associated with such plan, including the fact that Norfolk Southern management's internal financial projections on a standalone basis, including the forecasts described in "*The Mergers-Certain Unaudited Prospective Financial Information*", include inherent risks and uncertainties and may not be achieved;
- Approximately 72% of the merger consideration, based on Union Pacific's closing stock price on July 16, 2025, will be paid in shares of Union Pacific common stock, which would result in Norfolk Southern shareholders immediately prior to the transaction holding approximately 27% of the common stock of the combined company immediately following completion of the mergers, providing Norfolk Southern shareholders with meaningful participation in the synergies from the transaction and in any potential growth in the earnings and cash flows of the first American transcontinental railroad, and in any potential future appreciation in the value of the combined company shares following the mergers;
- Approximately 28% of the merger consideration, based on Union Pacific's closing stock price on July 16, 2025, will be paid in cash, providing Norfolk Southern shareholders with significant liquidity upon completion of the mergers, and enabling Norfolk Southern shareholders to immediately realize a significant portion of Norfolk Southern's present and potential future value without the potential market or execution risks associated with continuing as a standalone company;
- The exchange ratio is fixed and will not fluctuate based upon changes in the market price of Norfolk Southern or Union Pacific common stock between the date of the merger agreement and the date of the completion of the mergers and therefore the value of the merger consideration payable to Norfolk Southern shareholders will increase in the event that the share price of Union Pacific increases prior to the completion of the mergers, which the Norfolk Southern board believed was consistent with market practice for transactions of this type and with the strategic purpose of the transaction;
- The increase in the merger consideration that Norfolk Southern was able to negotiate and the Norfolk Southern board's conclusion that the merger consideration reflected the best value that Union Pacific would be willing to provide;
- The Norfolk Southern board had carefully considered, with the assistance of Norfolk Southern management and legal and financial advisors, various potential alternatives available to Norfolk Southern, including remaining an independent company and mergers with other potential counterparties, and concluded, with input from its advisors, that another potential counterparty to a transcontinental railroad merger would likely not be willing to offer terms superior from a financial perspective as compared to Union Pacific and that the merger with Union Pacific would be superior to Norfolk Southern's available alternatives, including maintaining the status quo;
- The understanding of the Norfolk Southern board of the current and prospective environment in which Norfolk Southern and Union Pacific operate, including economic conditions, tariffs, the competitive landscape in the transportation industry (including competition from trucks), the current and prospective regulatory environment, and the challenges facing Norfolk Southern as an independent company, including the difficulty Norfolk Southern and the industry has had, and risks continuing to have, in achieving significant growth on a standalone basis, including due to lower volumes because of truck market penetration, and the likely effect of these factors on Norfolk Southern both with and without the mergers;
- Although Union Pacific indicated that Norfolk Southern was its optimal merger partner, representatives of Union Pacific indicated that Union Pacific would consider other potential merger counterparties if

Norfolk Southern were not interested in a merger, and the potential risks to Norfolk Southern of Union Pacific pursuing a similar merger transaction with another counterparty and that if another railroad were to consummate a transcontinental railroad merger then Norfolk Southern would be advantaged if it were the first mover in pursuing its own transcontinental railroad merger;

- The fact that, following public speculation of Union Pacific's interest in a potential transaction and subsequent confirmation by Norfolk Southern and Union Pacific that they were in advanced discussions regarding a potential business combination, no other third party reached out to or submitted a competing proposal to Norfolk Southern;
- The consideration mix between stock and cash will help ensure a reasonable leverage ratio for the combined company, with a debt-to-EBITDA ratio of approximately 2.8x expected by the second year following completion of the mergers, allowing the combined company to pursue additional value enhancing opportunities as appropriate;
- The belief that Norfolk Southern and Union Pacific share similar cultures and strategic objectives and that the combined company would continue to focus on safety and be well-positioned to improve safety through technological advances;
- The combined company would have the scale, balance sheet strength, financial flexibility and free cash flow to fund future growth and improved ability to access the capital markets on more favorable terms than available to Norfolk Southern as an independent company, which would allow the combined company to be more competitive in capturing strategic opportunities;
- The combined company will provide job opportunities for both Norfolk Southern's and Union Pacific's union employees, provide non-union workers with opportunities to grow as part of a larger combined enterprise, preserve all craft jobs, and increase employment opportunities in towns and cities across the combined rail network;
- Three (3) Norfolk Southern directors, including Mark R. George and Richard H. Anderson, would join the Union Pacific board in connection with closing of the mergers, thereby providing the Norfolk Southern board with meaningful representation on the combined company's board of directors and helping to ensure that the combined company has the opportunity to benefit from the insights and experience of the Norfolk Southern board;
- Familiarity and understanding of the Norfolk Southern board with Norfolk Southern's business, results of operations, financial and market position and expectations concerning the operating environment and Norfolk Southern's future earnings and prospects on a stand-alone basis, including the opportunities, risks, and challenges presented thereby;
- The merger agreement provides for the establishment of a transition planning team consisting of members of Norfolk Southern and Union Pacific senior management which will seek to ensure the realization of synergies, operating efficiencies and other benefits expected to be realized as a result of the mergers;
- The assessment of the Norfolk Southern board, after considering the advice of regulatory counsel, regarding the likelihood of obtaining approval for the mergers from the STB;
- The commitment by Union Pacific contained in the merger agreement to use reasonable best efforts to obtain approval from the STB for the mergers, subject to certain limitations, and the fact that Union Pacific would be required to pay Norfolk Southern a reverse termination fee of $2.5 billion in certain circumstances in connection with the failure to obtain regulatory approval for the mergers;
- The Norfolk Southern board's review with its outside legal advisor, Wachtell Lipton, and regulatory legal advisor, Sidley, of the terms of the merger agreement, including the representations and warranties, restrictions on operations outside the ordinary course of business, regulatory efforts and other covenants, deal protection, employee matters, and termination provisions, tax treatment, and closing conditions;

- The opinion of BofA, dated July 28, 2025, to the Norfolk Southern board as to the fairness, from a financial point of view and as of the date of the opinion, of the merger consideration to be received by holders of Norfolk Southern common stock (other than the canceled shares and the converted shares) in the mergers, as more fully described below in "*Opinion of Norfolk Southern's Financial Advisor*;"
- The mergers would be subject to the approval of Norfolk Southern's shareholders, and that shareholders would be free to evaluate the mergers and vote for or against the merger agreement proposal at the Norfolk Southern special meeting;
- The terms of the merger agreement were informed by the advice and professional experience of Norfolk Southern's advisors and were the result of robust negotiations;
- The mergers, taken together, are intended to qualify as a "reorganization" for U.S. federal income tax purposes in which Norfolk Southern's shareholders generally would not recognize gain or loss upon their exchange of Norfolk Southern common stock in the mergers, except for gain recognized with respect to cash received;
- The reverse due diligence conducted by management and outside advisors in respect of Union Pacific's business;
- Atlanta, Georgia would remain a core location for the combined company following completion of the mergers; and
- The caliber of Union Pacific's executive management team and board of directors, including V. James Vena who will serve as the Chief Executive Officer of the combined company.

The Norfolk Southern board also considered potential risks, uncertainties, and other factors weighing negatively against the mergers and the other transactions contemplated by the merger agreement. The Norfolk Southern board concluded that the anticipated benefits of the mergers were likely to outweigh these risks substantially. These potential risks included the following (which are presented below in no particular order and are not exhaustive):

- The risk that the STB or other governmental entities may not approve the mergers or may impose terms and conditions on its approval, which terms and conditions may adversely affect the business and financial results of the combined company and its ability to realize the expected benefits of the transaction or which terms and conditions may result in a condition to closing of the mergers set forth in the merger agreement failing to be satisfied;
- The possibility that the mergers or the other transactions contemplated by the merger agreement may not be completed, or that their completion may be delayed for reasons that are beyond the control of Norfolk Southern or Union Pacific, including the failure of Norfolk Southern shareholders to approve the merger agreement proposal, the failure of the Union Pacific shareholders to approve the share issuance proposal, the failure to obtain the CNA approval, or the failure of Norfolk Southern or Union Pacific to satisfy other requirements that are conditions to closing the mergers, and the impact that such failure or delay would have on Norfolk Southern;
- The risk that the pendency of the mergers or failure to consummate the mergers could adversely affect the operations of Norfolk Southern and its subsidiaries and the relationships of Norfolk Southern and its subsidiaries with their respective employees (including making it more difficult to attract and retain key personnel), customers, suppliers, vendors, and others with whom they have business dealings, including as a result of the expected time period for satisfying the conditions to the closing of the mergers and the risk of potential delays in satisfying such conditions beyond the anticipated time frames;
- The exchange ratio is fixed and will not fluctuate based upon changes in the market price of Norfolk Southern or Union Pacific common stock between the date of the merger agreement and the date of the completion of the mergers, and therefore Norfolk Southern will be exposed to an adverse development

in Union Pacific's business, operations, financial condition, earnings, and prospects, and the value of the merger consideration payable to Norfolk Southern shareholders will decrease in the event that the share price of Union Pacific decreases prior to completion of the mergers;

- The significant effort and cost involved in connection with negotiating the merger agreement and consummating the mergers (including certain costs and expenses if the mergers are not consummated), and the substantial time and effort of management required to consummate the mergers and the potential further disruptions to Norfolk Southern's day-to-day operations during the pendency of the mergers;
- The restrictions under the terms of the merger agreement on the conduct of Norfolk Southern's business prior to the completion of the mergers, which could delay or prevent Norfolk Southern from undertaking strategic and other business opportunities that might arise pending completion of the mergers, including in light of the expected time frame for completing the mergers;
- The amount of time it could take to complete the STB approval process, and the possible diversion of management's attention from Norfolk Southern's ongoing business given the substantial time and effort necessary to obtain STB approval and complete the mergers and to plan for the integration of the operations of Norfolk Southern and Union Pacific;
- The possibility that Norfolk Southern may be required to pay Union Pacific a termination fee of $2.5 billion under certain circumstances following termination of the merger agreement, including if the merger agreement is terminated due to the Norfolk Southern board changing its recommendation that Norfolk Southern shareholders vote "FOR" the merger agreement proposal, as described in "*The Merger Agreement-Termination Fees and Other Fees*";
- The mergers are conditioned on the approval by Union Pacific's shareholders of the share issuance proposal and the risk that Union Pacific shareholders may not approve the share issuance proposal;
- The merger agreement does not preclude a third party from making an unsolicited alternative proposal to Union Pacific and that, although the merger agreement prohibits Union Pacific from soliciting a transaction from a third party to acquire Union Pacific, Union Pacific may provide information to, and enter into discussions or negotiations with, a third party regarding an acquisition of Union Pacific, in certain circumstances as further described in "*The Merger Agreement-No Solicitation*";
- The challenges inherent in the combination of two businesses of the size and complexity of Norfolk Southern and Union Pacific, including the risk that integration of the two companies may take more time and be more costly than anticipated, the risk of not being able to realize all of the anticipated cost savings and other synergies and the risk that other anticipated benefits might not be realized;
- The potential for litigation by shareholders in connection with the mergers, which, even where lacking in merit, could nonetheless result in distraction and expense;
- Certain of Norfolk Southern's directors and executive officers have interests in the mergers that may be different from, or in addition to, those of Norfolk Southern shareholders generally, as more fully described under the caption "*-Interests of Directors and Executive Officers in the Mergers-Interests of Norfolk Southern Directors and Executive Officers in the Mergers*"; and
- The risks of the type and nature described under "*Risk Factors*," beginning on page 55 and the matters described under "*Cautionary Note Regarding Forward-Looking Statements*" beginning on page 53.

The foregoing discussion of the information and factors considered by the Norfolk Southern board is not intended to be exhaustive. In reaching its decision to adopt the merger agreement, the Norfolk Southern board did not quantify or assign any relative weights to the factors considered, and individual directors may have given different weights to different factors. The Norfolk Southern board considered all these factors as a whole, including through its discussions with Norfolk Southern management and independent financial and legal advisors, in evaluating the merger agreement and the transactions contemplated thereby (including the mergers).

For the reasons set forth above, the Norfolk Southern board unanimously (i) determined that it is in the best interests of Norfolk Southern and its shareholders, and declared it advisable, to enter into the merger agreement, (ii) approved the execution, delivery, and performance of the merger agreement and the consummation of the transactions contemplated thereby, including the mergers, (iii) adopted the merger agreement, and (iv) resolved to recommend that the shareholders of Norfolk Southern approve the merger agreement and directed that such matter be submitted for consideration of the shareholders of Norfolk Southern at the Norfolk Southern special meeting.

In considering the recommendation of the Norfolk Southern board, you should be aware that certain directors and executive officers of Norfolk Southern may have interests in the mergers that are different from, or in addition to, interests of shareholders of Norfolk Southern generally and may create potential conflicts of interest. The Norfolk Southern board was aware of these interests and considered them when evaluating and negotiating the merger agreement and the transactions contemplated thereby (including the mergers), and in recommending to the holders of Norfolk Southern common stock that they vote in favor of the merger proposal, the merger-related compensation proposal, and the Norfolk Southern adjournment proposal.

It should be noted that this explanation of the reasoning of the Norfolk Southern board and all other information presented in this section is forward-looking in nature and, therefore, should be read in light of the factors discussed in "*Cautionary Note Regarding Forward-Looking Statements*".

Certain Unaudited Prospective Financial Information

The unaudited prospective financial information and management assumed synergies (as defined below) were not prepared with a view toward compliance with published guidelines of the SEC or the guidelines established by the American Institute of Certified Public Accountants for preparation or presentation of prospective financial information, or GAAP. This information is not fact and should not be relied upon as being necessarily indicative of future results, and, as a result of the foregoing and considering that the special meetings will be held several months after the unaudited prospective financial information and management assumed synergies were prepared, as well as the uncertainties inherent in any forecasted information, readers of this joint proxy statement/prospectus are cautioned not to place undue reliance on the prospective financial information or management assumed synergies. Although Union Pacific's and Norfolk Southern's respective management believes there is a reasonable basis for its prospective financial information and management assumed synergies, Norfolk Southern and Union Pacific caution shareholders that future results could be materially different from the prospective financial information and management assumed synergies. This summary of the UP management unaudited projections (as defined below), Norfolk Southern management unaudited projections (as defined below), and management assumed synergies are included in this joint proxy statement/prospectus because such information was provided to Norfolk Southern and Union Pacific's financial advisors and to the Norfolk Southern and Union Pacific boards for purposes of considering and evaluating the transaction and the merger agreement.

Certain Union Pacific Unaudited Prospective Financial Information

Although Union Pacific has from time to time publicly issued limited short-term guidance concerning certain aspects of its expected financial performance, it does not, as a matter of course, make public disclosure of detailed forecasts or projections of its expected financial performance for extended periods due to, among other things, the inherent difficulty of accurately predicting future periods and the likelihood that the underlying assumptions and estimates may prove incorrect.

In connection with the mergers and at the direction of the Union Pacific board, Union Pacific management prepared unaudited financial projections that reflect Union Pacific management's financial and business outlook for Union Pacific on a standalone basis for fiscal years 2025 through 2031, which are referred to as the UP management unaudited UP projections. The UP management unaudited UP projections were provided to the Union Pacific board in connection with its consideration of the mergers and were provided to Morgan Stanley and Wells Fargo, which were directed by Union Pacific management and the Union Pacific board to use and rely

upon the UP management unaudited UP projections for purposes of their respective financial analyses and fairness opinions. In addition, certain of the UP management unaudited UP projections were provided to Norfolk Southern and their financial advisor, BofA.

In connection with the mergers, Union Pacific management also prepared certain unaudited prospective financial information concerning Norfolk Southern on a standalone basis using (i) Norfolk Southern management unaudited projections for fiscal years 2025 to 2030 (as prepared by Norfolk Southern management and provided to Union Pacific management), (ii) extrapolations prepared by Union Pacific management on the basis of the Norfolk Southern management unaudited Norfolk Southern projections for the fiscal year 2031, and (iii) adjustments to the foregoing financial projections based on Union Pacific management's view of the business and financial environment, which are referred to as the UP management unaudited NS projections and the UP management unaudited UP projections and UP management unaudited NS projections, collectively, as the UP management unaudited projections. The UP management unaudited NS projections were provided to the Union Pacific board in consideration of the mergers and to Morgan Stanley and Wells Fargo, which were directed by Union Pacific management and the Union Pacific board to use and rely upon the UP management unaudited NS projections for purposes of their respective financial analyses and fairness opinions.

The UP management unaudited projections were prepared treating Union Pacific and Norfolk Southern, respectively, on a standalone basis based on assumptions Union Pacific management considered to be reasonable based on facts known at such time and do not take into account the transactions contemplated by the merger agreement, including any costs incurred in connection with the mergers or the other transactions contemplated thereby or any changes to operations or strategy that may be implemented after the completion of the mergers, or the effect of any business or strategic decisions or actions which would likely have been taken if the merger agreement had not been executed but which were instead altered, accelerated, postponed, or not taken in anticipation of the transaction. As a result, actual results will likely differ, and may differ materially, from those contained in the UP management unaudited projections. Further, the UP management unaudited projections do not take into account the effect of any possible failure of the mergers to occur.

The information and tables set forth below are included solely to give Union Pacific shareholders access to a summary of the UP management unaudited projections that were made available to the Union Pacific board, Morgan Stanley, and Wells Fargo, as well as Norfolk Southern and BofA (who were provided certain of the UP management unaudited UP projections), in connection with the mergers and are not included in this joint proxy statement/prospectus in order to influence any Union Pacific shareholder on any voting or investment decision with respect to the mergers or for any other purpose. These projections are not, and should not be viewed as, public guidance or targets.

The following table presents a summary of the UP management unaudited UP projections.

Billions, except per share amounts and percentages, for the years ended	*2025E*	*2026E*	*2027E*	*2028E*	*2029E*	*2030E*	*2031E*
Net revenue	$ 24.2	$ 25.2	$ 26.1	$ 27.1	$ 28.0	$ 29.1	$ 30.1
Adjusted EBITDA [a]	12.3	13.1	13.7	14.2	14.8	15.4	16.0
Operating ratio	59.3%	58.1%	57.8%	57.6%	57.4%	57.2%	57.0%
Capital Expenditures [b]	3.4	3.5	3.6	3.7	3.9	4.0	4.1
Diluted earnings per share	$11.85	$12.57	$13.52	$14.46	$15.50	$16.65	$17.84

[a] Adjusted EBITDA, a non-GAAP financial measure, calculated as earnings before interest, taxes, depreciation, amortization, and other income.
[b] Capital expenditures include the impact of investment and property purchase and sales.

At the direction of Union Pacific management, Morgan Stanley and Wells Fargo calculated, based on the UP management unaudited UP projections, unlevered free cash flow for Union Pacific as set forth below.

Billions, for the years ended	*2025E*	*2026E*	*2027E*	*2028E*	*2029E*	*2030E*	*2031E*
Unlevered free cash flow [c]	3.5[d]	7.4	7.8	8.1	8.4	8.7	9.1

[c] Unlevered free cash flow, a non-GAAP financial measure, is tax affected EBIT (earnings before interest, taxes, and adjustments for other income), plus depreciation and amortization, less capital expenditures and increases in net working capital.
[d] Figure represents July 1, 2025, through December 31, 2025.

The following table presents a summary of the UP management unaudited NS projections.

Billions, except per share amounts and percentages, for the years ended	*2025E*	*2026E*	*2027E*	*2028E*	*2029E*	*2030E*	*2031E*
Net revenue	$ 12.4	$ 12.9	$ 13.4	$ 14.0	$ 14.5	$ 15.0	$ 15.6
Adjusted EBITDA [a]	5.8	6.2	6.7	7.1	7.5	7.8	8.0
Operating ratio	64.5%	63.1%	61.6%	60.7%	59.7%	59.2%	59.0%
Capital Expenditures [b]	2.4	2.2	2.2	2.2	2.3	2.3	2.4
Diluted earnings per share	$12.67	$14.05	$15.72	$17.33	$19.11	$20.86	$22.47

[a] Adjusted EBITDA, a non-GAAP financial measure, calculated as earnings before interest, taxes, depreciation, amortization, adjustments for other income, and certain non-recurring items including railway line sales, the Eastern Ohio incident, restructuring, and other charges.
[b] Capital expenditures include the impact of investment and property purchase and sales.

At the direction of Union Pacific management, Morgan Stanley and Wells Fargo calculated, based on the UP management unaudited NS projections, unlevered free cash flow for Norfolk Southern as set forth below.

Billions, for the years ended	*2025E*	*2026E*	*2027E*	*2028E*	*2029E*	*2030E*	*2031E*
Unlevered free cash flow - Morgan Stanley [c]	1.0[e]	3.1	3.5	3.8	4.1	4.4	4.4
Unlevered free cash flow - Wells Fargo [d]	1.7[e]	3.2	3.5	3.8	4.1	4.4	4.4

[c] Unlevered free cash flow, a non-GAAP financial measure, is tax affected EBIT (earnings before interest, taxes, and adjustments for other income), plus depreciation and amortization, less capital expenditures, increases in net working capital, other cash expenses, and anticipated disbursements in connection with the Eastern Ohio incident. Morgan Stanley, in its professional judgement and experience, treated the anticipated disbursements in connection with the Eastern Ohio incident as a negative cash flow item in its calculation of unlevered free cash flow. The unlevered free cash flow in this row reflects such inclusion of such disbursements as a negative cash flow item and was used by Morgan Stanley in its financial analysis.

[d] Unlevered free cash flow, a non-GAAP financial measure, is tax affected EBIT (earnings before interest, taxes, and adjustments for other income), plus depreciation and amortization, less capital expenditures, increases in net working capital, and other cash expenses. Wells Fargo, in its professional judgement and experience, treated the anticipated disbursements in connection with the Eastern Ohio incident as a debt-like item. The unlevered free cash flow in this row does not include such anticipated disbursements in connection with the Eastern Ohio incident as a negative cash flow item and was used by Wells Fargo in its financial analysis.
[e] Figure represents July 1, 2025, through December 31, 2025.

Certain Norfolk Southern Unaudited Prospective Financial Information

Although Norfolk Southern has from time to time publicly issued limited short-term guidance concerning certain aspects of its expected financial performance, it does not, as a matter of course, make public disclosure of detailed forecasts or projections of its expected financial performance for extended periods due to, among other things, the inherent difficulty of accurately predicting future periods and the likelihood that the underlying assumptions and estimates may prove incorrect.

Norfolk Southern management maintains a long-range plan, which is periodically updated and reviewed with the Norfolk Southern board, that reflects Norfolk Southern management's financial and business outlook for Norfolk Southern over a five-year period (which plan is referred to as the Norfolk Southern long-range plan). This Norfolk Southern long-range plan was reviewed by the Norfolk Southern board in connection with its consideration of a transaction with Union Pacific and other strategic alternatives, including maintaining the status quo. The Norfolk Southern long-range plan included certain unaudited prospective financial information concerning Norfolk Southern on a standalone basis for fiscal years 2025 through 2030. These unaudited projections are referred to as the Norfolk Southern management unaudited projections. The Norfolk Southern management unaudited projections were provided to BofA, which was directed by Norfolk Southern management and the Norfolk Southern board to use and rely upon the Norfolk Southern management unaudited projections for purposes of its financial analysis and fairness opinion. In addition, certain of the Norfolk Southern management unaudited projections were provided to Union Pacific, the Union Pacific board, and its financial advisors, Morgan Stanley and Wells Fargo.

In connection with the transaction, Norfolk Southern management also received and reviewed the UP management unaudited UP projections (as prepared by Union Pacific management and provided to Norfolk Southern management). The UP management unaudited UP projections were provided to the Norfolk Southern board in connection with its consideration of the transaction as well as to BofA, which was directed by Norfolk Southern management and the Norfolk Southern board to use and rely upon the UP management unaudited UP projections for purposes of its financial analysis and fairness opinion.

The Norfolk Southern management unaudited projections were prepared treating Union Pacific and Norfolk Southern, respectively, on a standalone basis based on assumptions Norfolk Southern management considered to be reasonable based on facts known at such time and do not take into account the transactions contemplated by the merger agreement, including any costs incurred in connection with the mergers or the other transactions contemplated thereby or any changes to operations or strategy that may be implemented after the completion of the mergers, or the effect of any business or strategic decisions or actions which would likely have been taken if the merger agreement had not been executed but which were instead altered, accelerated, postponed, or not taken in anticipation of the transaction. As a result, actual results will likely differ, and may differ materially, from those contained in the Norfolk Southern management unaudited projections. Further, the Norfolk Southern management unaudited projections do not take into account the effect of any possible failure of the mergers to occur.

The information and tables set forth below are included solely to give Norfolk Southern shareholders access to a summary of the Norfolk Southern management unaudited projections that were made available to the Norfolk Southern board and BofA, as well as Union Pacific, Wells Fargo, and Morgan Stanley (who were provided certain of the Norfolk Southern management unaudited projections), in connection with the mergers and are not included in this joint proxy statement/prospectus in order to influence any Norfolk Southern shareholder on any voting or investment decision with respect to the mergers or for any other purpose. These projections are not, and should not be viewed as, public guidance or targets.

Norfolk Southern Management Unaudited Projections.

The following table summarizes the Norfolk Southern management unaudited projections.

Billions, except per share amounts, for the years ended	*2025E*	*2026E*	*2027E*	*2028E*	*2029E*	*2030E*
Railway operating revenue	$ 12.4	$ 12.9	$ 13.6	$ 14.2	$ 14.8	$ 15.5
Management adjusted operating income [a]	4.4	4.8	5.2	5.6	6.0	6.4
Adjusted EBITDA [b]	5.8	6.2	6.7	7.1	7.6	8.1
Capital expenditures	2.2	2.3	2.3	2.3	2.4	2.4
Adjusted earnings per share [c]	$ 12.67	$ 14.17	$ 16.04	$ 17.78	$ 19.95	$ 22.36

[a] Management adjusted operating income, a non-GAAP financial measure, calculated as income from railway operations adjusted for certain historical non-recurring items including railway line sales, the Eastern Ohio incident, restructuring and other charges.

[b] Adjusted EBITDA, a non-GAAP financial measure, calculated as income from railway operations before other income, depreciation and income taxes, adjusted for certain historical non-recurring items including railway line sales, the Eastern Ohio incident, restructuring and other charges.

[c] Adjusted earnings per share, a non-GAAP financial measure, calculated as diluted earnings per share adjusted for certain historical non-recurring items, including railway line sales, the Eastern Ohio incident, restructuring and other charges, shareholder advisory costs, and deferred income tax adjustment.

On the basis of the above Norfolk Southern management unaudited projections, BofA presented the following additional income statement item for Norfolk Southern to the Norfolk Southern board.

Billions, for the years ended	*2025E*	*2026E*	*2027E*	*2028E*	*2029E*	*2030E*
Unlevered free cash flow [d]	1.0 [e]	3.2	3.5	3.9	4.2	4.7

[d] Unlevered free cash flow, a non-GAAP financial measure, is EBITDA less depreciation and amortization, plus other income, tax affected, plus depreciation and amortization, less capital expenditures, less increases in net working capital, less other cash expenses, less anticipated disbursements in connection with the Eastern Ohio incident.

[e] Figure represents period from July 1, 2025, through December 31, 2025.

Synergies

Norfolk Southern management and Union Pacific management jointly developed and provided to their respective boards prospective financial information relating to the anticipated synergies to be realized by the combined company and related costs of such synergies, which consisted of estimated potential annualized earnings before interest, taxes, depreciation, and amortization (which is referred to as EBITDA) gross synergies of $2.75 billion, consisting of $1.75 billion from revenue EBITDA synergies and $1.0 billion from operating and expense synergies. Union Pacific management and Norfolk Southern management assumed, among other things, that the aggregate operating expense cost of achieving the projected synergies would be $170 million incurred in the first year of the phase-in, and that total capital expenditures to achieve the projected synergies would be $2.0 billion, of which half would be incurred in the first year of the phase-in and the remaining half would be incurred in the second year of the phase-in. The assumed EBITDA synergies, including the cost to achieve such synergies, are referred to as the management assumed synergies. The management assumed synergies were provided to BofA, which was directed by Norfolk Southern management and the Norfolk Southern board to use and rely upon such assumed synergies, net of illustrative assumed concessions, for purposes of its financial analysis and fairness opinion. In addition, the management assumed synergies were provided to Morgan Stanley and Wells Fargo, who were each directed by Union Pacific management and the Union Pacific board to use and rely upon such assumed synergies, net of illustrative assumed concessions (such assumed net synergies of $2.0 billion are referred to as the Union Pacific management net synergies, as used below in "*Opinions of Union Pacific's Financial Advisors"* beginning on page 112), for purposes of their respective financial analyses and fairness opinions.

See "*General Information Regarding the Forecasts*" beginning on page 110 for further information regarding the uncertainties underlying the synergies, which section shall be read to apply equally to the management assumed synergies to the same extent as the UP management unaudited projections and Norfolk Southern management unaudited projections, as applicable, as well as "*Cautionary Note Regarding Forward-Looking Statements*" and "*Risk Factors*" beginning on pages 53 and 55, respectively, for further information regarding the uncertainties and factors associated with realizing the synergies in connection with the mergers.

General Information Regarding the Forecasts

The UP management unaudited projections and Norfolk Southern management unaudited projections were not prepared with a view toward public disclosure or toward complying with GAAP, nor were they prepared with a view toward compliance with the published guidelines of the SEC or the guidelines established by the American Institute of Certified Public Accountants for preparation and presentation of projections of prospective financial information. The non-GAAP financial measures used in the UP management unaudited projections were approved by Union Pacific management and the Union Pacific board for use by Morgan Stanley and Wells Fargo in connection with the opinions delivered by Morgan Stanley and Wells Fargo to the Union Pacific board and were relied upon by the Union Pacific board in connection with its consideration of the mergers. The non-GAAP financial measures used in the Norfolk Southern management unaudited projections were approved by Norfolk Southern management and the Norfolk Southern board for use by BofA in connection with the opinion delivered by BofA to the Norfolk Southern board and were relied upon by the Norfolk Southern board in connection with its consideration of the mergers. The SEC rules, which would otherwise require a reconciliation of a non-GAAP financial measure to a GAAP financial measure, do not apply to non-GAAP financial measures provided to Morgan Stanley, Wells Fargo, BofA, or to the Union Pacific or Norfolk Southern respective boards in connection with a proposed business combination like the mergers if the disclosure is included in a document like this joint proxy statement/prospectus. In addition, reconciliations of non-GAAP financial measures to a GAAP financial measure were not relied upon by Morgan Stanley, Wells Fargo, or BofA for purposes of their opinions or by the Union Pacific or Norfolk Southern respective boards in connection with their consideration of the merger agreement, the mergers, and the merger consideration. Accordingly, neither Union Pacific nor Norfolk Southern have provided reconciliations of the financial measures included in the UP management unaudited projections or the Norfolk Southern management unaudited projections to the relevant GAAP financial measures. The UP management unaudited projections and Norfolk Southern management unaudited projections contain certain non-GAAP financial measures that Union Pacific and Norfolk Southern believe are helpful in understanding their past financial performance and future results. Union Pacific management and Norfolk Southern management regularly use a variety of financial measures that are not in accordance with GAAP for forecasting, budgeting, and measuring financial performance. The non-GAAP financial measures are not meant to be considered in isolation or as a substitute for comparable GAAP measures. While Union Pacific and Norfolk Southern believe that these non-GAAP financial measures provide meaningful information to help investors understand the operating results and to analyze Union Pacific and Norfolk Southern's respective financial and business trends on a period-to-period basis, there are limitations associated with the use of these non-GAAP financial measures. These non-GAAP financial measures are not prepared in accordance with GAAP, are not reported by all of either Union Pacific or Norfolk Southern's competitors, and may not be directly comparable to similarly titled measures of Union Pacific or Norfolk Southern's competitors due to potential differences in the exact method of calculation. The UP management unaudited projections and the Norfolk Southern management unaudited projections may differ from published analyst estimates and forecasts and do not take into account any events or circumstances after the date they were prepared, including the announcement of the merger agreement. Furthermore, the UP management unaudited projections and the Norfolk Southern management unaudited projections do not take into account the effect of any failure to complete the mergers and should not be viewed as accurate or continuing in that context.

While the UP management unaudited projections and the Norfolk Southern management unaudited projections are presented with numerical specificity, the UP management unaudited projections and the Norfolk Southern management unaudited projections were based on numerous variables and assumptions (including, but not

limited to, those related to industry performance and competition, general business, economic, market, and financial conditions, and additional matters specific to Union Pacific and Norfolk Southern's businesses or which are difficult to predict but subject to significant economic and competitive uncertainties) that are inherently uncertain and may be beyond Union Pacific management's and Norfolk Southern management's control. Further, given that the UP management unaudited projections and the Norfolk Southern management unaudited projections cover multiple years, by their nature, they become subject to greater uncertainty with each successive year beyond their preparation. The ability to achieve the performance contemplated by the UP management unaudited projections and the Norfolk Southern management unaudited projections depends on, in part, whether or not strategic goals, objectives, and targets are reached over the applicable period. The assumptions upon which the UP management unaudited projections and the Norfolk Southern management unaudited projections were based necessarily involve judgments with respect to, among other things, future economic, competitive, and regulatory conditions and financial market conditions and future business decisions that may not be realized and that are inherently subject to significant business, economic, competitive, and regulatory uncertainties and contingencies, including, among other things, Union Pacific and Norfolk Southern's respective ability to achieve strategic goals, objectives, and targets over applicable periods, the inherent uncertainty of the business and economic conditions affecting the industry in which Union Pacific and Norfolk Southern operate, and the risks and uncertainties described in the section "*Cautionary Note Regarding Forward-Looking Statements*" beginning on page 53 and "*Risk Factors*" beginning on page 55, all of which are difficult or impossible to predict accurately and many of which are beyond Union Pacific and Norfolk Southern's respective control. The UP management unaudited projections and the Norfolk Southern management unaudited projections also reflect assumptions by Union Pacific and Norfolk Southern's respective management that are subject to change and are susceptible to multiple interpretations and periodic revisions based on actual results, revised respective prospects for the Union Pacific and Norfolk Southern businesses, changes in general business or economic conditions, or any other transaction or event that has occurred or that may occur and that was not anticipated when such projections were prepared. Modeling and forecasting the future performance of a company is a highly speculative endeavor. Since the financial projections cover a long period of time, the financial projections by their nature are unlikely to anticipate each circumstance that will have an effect on the commercial value of Union Pacific and Norfolk Southern's respective services.

Accordingly, there can be no assurance that the UP management unaudited projections and the Norfolk Southern management unaudited projections will be realized, and actual results may differ, and may differ materially, from those shown. The inclusion of the UP management unaudited projections and the Norfolk Southern management unaudited projections in this joint proxy statement/prospectus should not be regarded as an indication that any of Union Pacific, Norfolk Southern, Morgan Stanley, Wells Fargo, BofA, or any of their respective affiliates, officers, directors, advisors, or other representatives considered or consider the UP management unaudited projections and the Norfolk Southern management unaudited projections necessarily predictive of actual future events, and the UP management unaudited projections and the Norfolk Southern management unaudited projections should not be relied upon as such. None of Union Pacific, Norfolk Southern, Morgan Stanley, Wells Fargo, BofA, or any of their respective affiliates, officers, directors, advisors, or other representatives can give any assurance that actual results will not differ from the UP management unaudited projections or the Norfolk Southern management unaudited projections. None of Union Pacific, Norfolk Southern, Morgan Stanley, Wells Fargo, BofA, or any of their respective affiliates, officers, directors, advisors, or other representatives has made or makes any representation to any shareholder or other person regarding the ultimate performance of Union Pacific or Norfolk Southern compared to the information contained in the UP management unaudited projections and the Norfolk Southern management unaudited projections or that forecasted results will be achieved.

In addition, the UP management unaudited projections and the Norfolk Southern management unaudited projections have not been updated or revised to reflect information or results after the date they were prepared or as of the date of this joint proxy statement/prospectus, and except as required by applicable securities laws, Union Pacific and Norfolk Southern do not intend to update or otherwise revise the UP management unaudited projections or the Norfolk Southern management unaudited projections or the specific portions presented to

reflect circumstances existing after the date when made or to reflect the occurrence of future events, even in the event that any or all of the underlying assumptions are shown to be in error.

The UP management unaudited projections were prepared by, and are the responsibility of, Union Pacific management. Neither Deloitte & Touche LLP nor any other independent accountants have audited, reviewed, examined, compiled, or applied any agreed-upon procedures with respect to the UP management unaudited projections contained herein and, accordingly, Deloitte & Touche LLP does not express any opinion or any other form of assurance with respect thereto or its achievability, and assumes no responsibility for, and disclaims any association with, the prospective financial information. The Deloitte & Touche LLP reports incorporated by reference relate to Union Pacific's previously issued financial statements incorporated herein. It does not extend to the UP management unaudited projections and should not be read to do so.

The Norfolk Southern management unaudited projections were prepared by, and are the responsibility of, Norfolk Southern management. Neither KPMG LLP nor any other independent accountants have audited, reviewed, examined, compiled, or applied any agreed-upon procedures with respect to the Norfolk Southern management unaudited projections contained herein and, accordingly, KPMG LLP does not express any opinion or any other form of assurance with respect thereto or its achievability, and assumes no responsibility for, and disclaims any association with, the prospective financial information. The KPMG LLP report incorporated by reference relates to Norfolk Southern's previously issued financial statements incorporated herein. It does not extend to the Norfolk Southern management unaudited projections and should not be read to do so.

Opinions of Union Pacific's Financial Advisors

Opinion of Morgan Stanley & Co. LLC

The Union Pacific board retained Morgan Stanley to provide it with financial advisory services in connection with a possible acquisition, merger, or similar business combination, and, if requested by the Union Pacific board, a financial opinion with respect thereto. Union Pacific selected Morgan Stanley to act as its financial advisor based on Morgan Stanley's qualifications, expertise, and reputation and its knowledge of the financial services industry, market and regulatory environment and business and affairs of Union Pacific. Morgan Stanley rendered to the Union Pacific board, at its special meeting on July 28, 2025, its oral opinion, subsequently confirmed by delivery of a written opinion dated July 28, 2025, that, as of that date, and based upon and subject to the assumptions made, procedures followed, matters considered, and qualifications and limitations on the scope of review undertaken by Morgan Stanley as set forth therein, the merger consideration was fair, from a financial point of view, to Union Pacific.

The full text of the written opinion of Morgan Stanley, dated July 28, 2025, is attached as Annex B and incorporated by reference into this joint proxy statement/prospectus. The opinion sets forth, among other things, the assumptions made, procedures followed, matters considered, and qualifications and limitations on the scope of review undertaken by Morgan Stanley in rendering its opinion. Shareholders are urged to, and should, read the opinion carefully and in its entirety. Morgan Stanley's opinion is directed to the Union Pacific board and addresses only the fairness, from a financial point of view, to Union Pacific of the merger consideration as of the date of the opinion. Morgan Stanley's opinion does not address any other aspect of the transactions contemplated by the merger agreement and does not constitute a recommendation to shareholders of Union Pacific or Norfolk Southern as to how to act or vote in connection with the mergers or any other matter or whether to take any other action with respect to the mergers. The summary of Morgan Stanley's opinion set forth in this joint proxy statement/prospectus is qualified in its entirety by reference to the full text of the opinion. In addition, the opinion does not in any manner address the price at which Union Pacific common stock will trade following the consummation of the mergers or at any time.

In connection with rendering its opinion, Morgan Stanley, among other things:

1) reviewed certain publicly available financial statements and other business and financial information of Union Pacific and Norfolk Southern, respectively;

2) reviewed certain internal financial statements and other financial and operating data concerning Union Pacific and Norfolk Southern, respectively;

3) reviewed the UP management unaudited UP projections and the UP management unaudited NS projections, which were approved for use by each of Morgan Stanley and Wells Fargo by the Union Pacific board;

4) reviewed the Norfolk Southern management unaudited projections;

5) reviewed the Union Pacific management net synergies, which were approved for use by each of Morgan Stanley and Wells Fargo by the Union Pacific board;

6) discussed the past and current operations and financial condition and the prospects of Norfolk Southern, including information relating to certain strategic, financial, and operational benefits anticipated from the mergers, with senior executives of Norfolk Southern and Union Pacific;

7) discussed the past and current operations and financial condition and the prospects of Union Pacific, including information relating to certain strategic, financial, and operational benefits anticipated from the mergers, with senior executives of the Union Pacific;

8) reviewed the pro forma impact of the mergers on Union Pacific's earnings per share, cash flow, consolidated capitalization, and certain financial ratios;

9) reviewed the reported prices and trading activity for the Norfolk Southern common stock and the Union Pacific common stock;

10) compared the financial performance of Norfolk Southern and Union Pacific and the prices and trading activity of the Norfolk Southern common stock and the Union Pacific common stock with that of certain other publicly traded companies comparable with Norfolk Southern and Union Pacific, respectively, and their securities;

11) reviewed the financial terms, to the extent publicly available, of certain comparable acquisition transactions;

12) participated in certain discussions and negotiations among representatives of Norfolk Southern and Union Pacific and their financial and legal advisors;

13) reviewed the merger agreement and certain related documents; and

14) performed such other analyses, reviewed such other information, and considered such other factors as Morgan Stanley deemed appropriate.

Morgan Stanley assumed and relied upon, without independent verification, the accuracy and completeness of the information that was publicly available or supplied or otherwise made available to Morgan Stanley by Norfolk Southern and Union Pacific, and formed a substantial basis for its opinion. With respect to the financial projections, including information relating to certain strategic, financial and operational benefits anticipated from the mergers, at the direction of the Union Pacific board, Morgan Stanly utilized the UP management unaudited projections and the Union Pacific management net synergies for the purposes of this opinion, and Morgan Stanley assumed that they had been reasonably prepared on bases reflecting the best then-currently available estimates and judgments of Union Pacific management of the future financial performance of Norfolk Southern and Union Pacific. Morgan Stanley expressed no views as to the reasonableness of the UP management unaudited projections, the Union Pacific management net synergies or any other financial projections or the assumptions on which they are based. Morgan Stanley relied upon, without independent verification, the assessment by Union Pacific management of (i) the strategic, financial and operational benefits expected to result from the mergers, (ii) the timing and risks associated with the integration of Norfolk Southern and Union Pacific, (iii) the ability to retain key employees of Norfolk Southern and Union Pacific, and (iv) the validity of, and risks associated with, Norfolk Southern and Union Pacific's existing and future technologies, intellectual property, products, services, and business models. In addition, Morgan Stanley assumed that the mergers will be consummated in accordance with the terms set forth in the merger agreement without any waiver or amendment of any terms or conditions material to Morgan Stanley's analysis, including, among other things, that the mergers will be treated as a tax-free reorganization pursuant to the Internal Revenue Code of 1986, as amended. Morgan

Stanley assumed that in connection with the receipt of all the necessary governmental, regulatory, or other approvals and consents required for the proposed mergers, no delays, limitations, conditions, or restrictions would be imposed that would have a material adverse effect on the contemplated benefits expected to be derived in the proposed mergers. Morgan Stanley is not a legal, tax, or regulatory advisor. Morgan Stanley is a financial advisor only and relied upon, without independent verification, the assessment of Norfolk Southern and Union Pacific and their legal, tax, or regulatory advisors with respect to legal, tax, or regulatory matters. Morgan Stanley expressed no opinion with respect to the fairness of the amount or nature of the compensation to any of Norfolk Southern's officers, directors, or employees, or any class of such persons, relative to the merger consideration. Morgan Stanley's opinion did not address the relative merits of the transactions contemplated by the merger agreement as compared to other business or financial strategies that might be available to Union Pacific, nor did it address the underlying business decision of Union Pacific to enter into the merger agreement or proceed with any other transaction contemplated by the merger agreement. Morgan Stanley's opinion was limited solely to the fairness of the merger consideration to be paid by Union Pacific pursuant to the merger agreement, from a financial point of view, to Union Pacific, and Morgan Stanley did not express any view on, and Morgan Stanley's opinion did not address, any other term or aspect of the merger agreement or the transactions contemplated thereby or any term or aspect of any other agreement or instrument contemplated by the merger agreement or entered into or amended in connection therewith. Morgan Stanley did not make any independent valuation or appraisal of the assets or liabilities of Norfolk Southern or Union Pacific, nor was Morgan Stanley furnished with any such valuations or appraisals. Morgan Stanley's opinion was necessarily based on financial, economic, market, and other conditions as in effect on, and the information made available to Morgan Stanley as of July 28, 2025. Events occurring after such date may affect Morgan Stanley's opinion and the assumptions used in preparing it, and Morgan Stanley did not assume any obligation to update, revise, or reaffirm this opinion.

The following is a brief summary of the material analyses performed by Morgan Stanley in connection with its oral opinion and the preparation of its written opinion letter dated July 28, 2025. Except as otherwise noted, the following quantitative information, to the extent that it is based on market data, is based on market data as of July 16, 2025, the last trading day prior to press speculation that Union Pacific had engaged a financial advisor for a potential acquisition of Norfolk Southern (which is referred to as the unaffected date). Some of these summaries of financial analyses include information presented in tabular format. In order to fully understand the financial analyses used by Morgan Stanley, the tables must be read together with the text of each summary. The tables alone do not constitute a complete description of the financial analyses.

Analyses Related to Norfolk Southern

Public Trading Comparable Company Analysis

Morgan Stanley performed a public trading comparable company analysis, which attempts to provide an implied value of a company by comparing it to similar companies that are publicly traded. Morgan Stanley reviewed and compared certain financial information of Norfolk Southern with corresponding publicly available financial information for other Class I railroads that shared certain similar characteristics to Norfolk Southern to derive an implied valuation range for Norfolk Southern. The companies used in this comparison were the following:

- Union Pacific;
- Norfolk Southern;
- CSX Corporation;
- Canadian National Railway Company; and
- Canadian Pacific Kansas City Limited.

The above companies were chosen based on Morgan Stanley's knowledge of the industry and because they have businesses that may be considered similar to Norfolk Southern's business. Although none of such companies are

identical or directly comparable to Norfolk Southern, these companies are publicly traded companies with operations and/or other criteria, such as lines of business, markets, business risks, growth prospects, maturity of business, and size and scale of business, that for purposes of its analysis Morgan Stanley considered similar to Norfolk Southern.

For purposes of this analysis, Morgan Stanley analyzed the following statistics of each of these companies, based on public filings, publicly available research estimates, and publicly available financial information published by Capital IQ:

- the ratio of aggregate value (which is referred to as AV), calculated as the market value of equity plus short-term debt, long-term debt, finance leases, preferred equity and non-controlling interests, net of cash, cash equivalents, and investments to estimated next twelve months (which is referred to as NTM) adjusted EBITDA (which is referred to as the AV / NTM Adj. EBITDA Ratio); and
- the ratio of stock price to estimated NTM adjusted earnings per share (which is referred to as the Price / NTM Adj. EPS Ratio).

The results of Morgan Stanley's analysis were presented for the comparable companies, as indicated in the following tables:

AV / NTM Adj. EBITDA Ratio

Comparable Company	Current	1-Year Average	5-Year Average
Union Pacific	13.2x	13.6x	13.8x
Norfolk Southern	12.1x	12.2x	12.4x
CSX Corporation	11.9x	11.1x	11.7x
Canadian National Railway Company	12.1x	12.5x	13.8x
Canadian Pacific Kansas City Limited	15.3x	15.3x	14.9x
US Class I Railroads Average	12.4x	12.3x	12.6x
Class I Railroads Average	12.9x	12.9x	13.4x

Price / NTM Adj. EPS Ratio

Comparable Company	Current	1-Year Average	5-Year Average
Union Pacific	19.5x	20.0x	20.3x
Norfolk Southern	19.8x	18.9x	19.2x
CSX Corporation	19.2x	17.3x	18.2x
Canadian National Railway Company	17.9x	18.6x	21.0x
Canadian Pacific Kansas City Limited	22.7x	22.7x	23.1x
US Class I Railroads Average	19.5x	18.8x	19.2x
Class I Railroads Average	19.8x	19.5x	20.6x

Based on its analysis of the relevant metrics for each of the comparable companies and upon the application of its professional judgment and experience, Morgan Stanley selected representative ranges of AV / NTM Adj. EBITDA Ratio and Price / NTM Adj. EPS Ratio and applied these ranges to Norfolk Southern's estimated NTM Adjusted EBITDA as of June 30, 2025, of $6,092 million based on the UP management unaudited NS projections and to Norfolk Southern's estimated NTM Adj. EPS as of June 30, 2025, of $13.49 based on the UP management unaudited NS projections. Morgan Stanley then calculated a range of implied equity values per share of Norfolk Southern common stock as follows, in each case rounded to the nearest $1.00:

Calendar Year Financial Statistic	Selected Representative Range	Implied Equity Value Per Share of Norfolk Southern Common Stock
AV / NTM Adj. EBITDA Ratio	11.5x - 13.5x	$ 254 - $308
Price / NTM Adj. EPS Ratio	18.0x - 21.5x	$ 243 - $290

Morgan Stanley compared the foregoing ranges of implied equity values per share of Norfolk Southern common stock to the closing trading price of Norfolk Southern common stock as of the unaffected date (which is referred to as the unaffected Norfolk Southern share price) of $260.32 per share and the implied value of the merger consideration, based on the closing trading price of Union Pacific common stock as of the unaffected date (which is referred to as the implied consideration value), of $320.00 per share.

No company included in the comparable public company analysis is identical to Norfolk Southern. In evaluating comparable companies, Morgan Stanley made judgments and assumptions with regard to industry performance, general business, economic, market, and financial conditions, and other matters, which are beyond the control of Norfolk Southern. These include, among other things, the impact of competition on the business of Norfolk Southern and the industry generally, industry growth, and the absence of any adverse material change in the financial condition and prospects of Norfolk Southern and the industry, and in the financial markets in general. Mathematical analysis is not in itself a meaningful method of using comparable company data.

Discounted Equity Value Analysis

Morgan Stanley performed a discounted equity value analysis, which is designed to provide insight into a theoretical estimate of the future implied value of a company's common equity as a function of such company's estimated future earnings and a theoretical range of trading multiples. The resulting estimated future implied value of equity is subsequently discounted back to the present day at the company's cost of equity in order to arrive at an illustrative estimate of the present value for the company's theoretical future implied stock price. Morgan Stanley used a discount rate of 9.5%, to reflect Norfolk Southern's estimated cost of equity. Cost of equity was calculated using the Capital Asset Pricing Model (which is referred to as the CAPM). The CAPM takes into account market risk premium, risk-free rate, and beta of the underlying stock.

In arriving at the implied equity values per share of Norfolk Southern common stock, Morgan Stanley applied a representative range of the ratio of AV to NTM Adjusted EBITDA as of January 1, 2027 (which is referred to as the AV / 1/1/2027 NTM Adj. EBITDA Ratio), of 11.5x to 13.5x, derived by Morgan Stanley using its experience and professional judgment, to Norfolk Southern's estimated NTM Adjusted EBITDA as of January 1, 2027, of $6,663 million, then subtracted the amount of Norfolk Southern's estimated net debt, and then divided the resulting implied equity values for Norfolk Southern by Norfolk Southern's fully diluted shares outstanding, in each case based on the UP management unaudited NS projections. Morgan Stanley then discounted the resulting implied equity values per share to June 30, 2025, at a discount rate of 9.5%, selected by Morgan Stanley based on the application of its professional judgment and experience to reflect Norfolk Southern's estimated cost of equity. Morgan Stanley then added the cumulative present value of dividends to derive ranges of implied equity values per share for Norfolk Southern. Based on this analysis, Morgan Stanley derived a range of implied equity values per share of Norfolk Southern common stock of $259 to $312, in each case rounded to the nearest $1.00.

In arriving at the implied equity values per share of Norfolk Southern common stock, Morgan Stanley also applied a representative range of the ratio of stock price to NTM estimated adjusted earnings per share (which is referred to as Adj. EPS) as of January 1, 2027 (which is referred to as the Price / 1/1/2027 NTM EPS Ratio), of 18.0x to 21.5x, derived by Morgan Stanley using its experience and professional judgment, to Norfolk Southern's estimated NTM Adj. EPS as of January 1, 2027, of $15.72 based on the UP management unaudited NS projections. Morgan Stanley then discounted the resulting equity values per share to June 30, 2025, at a discount rate of 9.5%, selected by Morgan Stanley based on the application of its professional judgment and experience to reflect Norfolk Southern's estimated cost of equity. Morgan Stanley then added the cumulative present value of dividends to derive ranges of implied equity values per share. Based on this analysis, Morgan Stanley derived a range of implied equity values per share of Norfolk Southern common stock of $266 to $316, in each case rounded to the nearest $1.00.

The following table summarizes Morgan Stanley's analysis:

Calendar Year Financial Statistic	Selected Representative Range	Implied Value Per Share Range for Norfolk Southern
AV / 1/1/2027 NTM Adj. EBITDA Ratio	11.5x - 13.5x	$ 259 - $312
Price / 1/1/2027 NTM EPS Ratio	18.0x - 21.5x	$ 266 - $316

Morgan Stanley compared the foregoing ranges of implied equity values per share of Norfolk Southern common stock to the unaffected Norfolk Southern share price of $260.32 per share and the implied consideration value of $320.00 per share.

Discounted Cash Flow Analysis

Morgan Stanley performed a discounted cash flow analysis (excluding synergies), which is designed to provide an implied value of a company by calculating the present value of the estimated future unlevered free cash flows and terminal value of such company. Morgan Stanley calculated a range of implied equity values per share of Norfolk Southern common stock as of June 30, 2025, based on estimates of future unlevered free cash flows for the six months ending December 31, 2025, and fiscal years 2026 through 2031 contained in the UP management unaudited NS projections, including net debt of Norfolk Southern as of June 30, 2025, of $12,915 million. Morgan Stanley also calculated a range of terminal values for Norfolk Southern based on a last twelve months (which is referred to as LTM) EBITDA terminal multiple range of 12.0x to 14.5x, which was selected based on Morgan Stanley's professional judgment and experience. The estimated unlevered free cash flows and the range of terminal values were then discounted to June 30, 2025, by applying a discount rate range of 7.8% to 8.6%, which was selected based on Morgan Stanley's professional judgment and experience, to reflect Norfolk Southern's estimated weighted average cost of capital (which is referred to as WACC).

This analysis indicated a range of implied equity values per share of Norfolk Southern common stock of $274 to $342, in each case rounded to the nearest $1.00.

Morgan Stanley then performed a discounted cash flow analysis of the Union Pacific management net synergies, calculating a range of implied equity values per share of Norfolk Southern common stock as of June 30, 2025, based on estimates of future unlevered free cash flows from the Union Pacific management net synergies for the six months ending December 31, 2025, and fiscal years 2026 through 2031. Morgan Stanley also calculated a range of terminal values for the Union Pacific management net synergies based on a blended multiple range of 12.7x to 15.2x, which was calculated based on the weighted average of the LTM EBITDA terminal multiple ranges selected for the Norfolk Southern and Union Pacific discounted cash flow analyses (excluding synergies). The estimated unlevered free cash flows and the range of terminal values were then discounted to June 30, 2025, by applying a discount rate range of 7.7% to 8.5%, which was calculated based on the weighted average WACC ranges selected for the Norfolk Southern and Union Pacific discounted cash flow analyses (excluding synergies). The results of this analysis were then added to the implied equity values per share of Norfolk Southern common stock derived from the discounted cash flow analysis (excluding synergies).

This analysis indicated a range of implied equity values per share of Norfolk Southern common stock of $358 to $444, in each case rounded to the nearest $1.00.

The following table summarizes Morgan Stanley's analysis:

Financial Statistic	Implied Equity Value Per Share of Norfolk Southern
Excluding Synergies: 7.8% - 8.6% WACC; 12.0x - 14.5x LTM EBITDA Terminal Multiple	$ 274 - $342
Including Union Pacific Management Net Synergies at Blended WACC of 7.7% - 8.5% and LTM EBITDA Terminal Multiple of 12.7x - 15.2x	$ 358 - $444

Morgan Stanley compared the foregoing ranges of implied equity values per share of Norfolk Southern common stock to the unaffected Norfolk Southern share price of $260.32 per share and the implied consideration value of $320.00 per share.

Other Factors:

Morgan Stanley observed certain additional factors that were not considered part of its financial analyses with respect to its opinion but were referenced for informational purposes, including, among other things, the following:

- *Analysis of Precedent Transactions.* For reference only and not as a component of its fairness analysis, Morgan Stanley performed a precedent transactions analysis, which is designed to imply the value of a company based on publicly available financial terms of selected transactions. Morgan Stanley compared publicly available statistics for 19 transactions since 1994 in which the target company was a Class I, Class II, or Short Line railroad. Morgan Stanley reviewed the transactions below for, among other things, the ratio of enterprise value implied by the consideration paid in each transaction to each target company's EBITDA for the 12-month period prior to the transaction announcement date based on publicly available data as of the date of such announcement.

  Based on its analysis of the relevant metrics and time frame for each of the transactions and upon the application of its professional judgment and experience, Morgan Stanley selected a representative range of AV to LTM Adjusted EBITDA as of June 30, 2025, multiples of 13.0x to 16.0x and applied these ranges to Norfolk Southern's LTM Adjusted EBITDA as of June 30, 2025. Morgan Stanley calculated the estimated implied value per share of Norfolk Southern common stock as $269 to $344 per share, in each case rounded to the nearest $1.00.

  No company or transaction utilized in the precedent transaction analysis is identical to Norfolk Southern or the mergers. In evaluating the precedent transactions, Morgan Stanley made judgments and assumptions with regard to general business, market, and financial conditions and other matters, which are beyond the control of Norfolk Southern and Union Pacific, such as the impact of competition on the business of Norfolk Southern, Union Pacific, or the industry generally, industry growth, and the absence of any adverse material change in the financial condition of Norfolk Southern, Union Pacific, or the industry or in the financial markets in general, which could affect the public trading value of the companies and the aggregate value of the transactions to which they are being compared.

- *Brokers' Price Targets.* For reference only and not as a component of its fairness analysis, Morgan Stanley reviewed and analyzed future public market trading price targets for Norfolk Southern common stock prepared and published by 19 equity research analysts as of the unaffected date. These targets generally reflect each analyst's estimate of the future public market trading price of Norfolk Southern common stock. The range of broker price targets for Norfolk Southern common stock was $174 to $300 per share. The public market trading price targets published by securities research analysts do not necessarily reflect current market trading prices for Norfolk Southern common stock and these

estimates are subject to uncertainties, including the future financial performance of Norfolk Southern and future financial market conditions.

- *Historical Trading Range.* For reference only and not as a component of its fairness analysis, Morgan Stanley reviewed the intraday low and high per share trading range for Norfolk Southern common stock for the 52-week period ending on the unaffected date. Morgan Stanley observed that, during such period, the trading range was $202 to $278 per share of Norfolk Southern common stock.

Analyses Related to Union Pacific

Public Trading Comparable Company Analysis

Morgan Stanley performed a public trading comparable company analysis, which attempts to provide an implied value of a company by comparing it to similar companies that are publicly traded. Morgan Stanley reviewed and compared certain financial information of Union Pacific with corresponding publicly available financial information for other Class I railroads that shared certain similar characteristics to Union Pacific to derive an implied valuation range for Union Pacific. The companies used in this comparison were the following:

- Union Pacific;
- Norfolk Southern;
- CSX Corporation;
- Canadian National Railway Company; and
- Canadian Pacific Kansas City Limited.

The above companies were chosen based on Morgan Stanley's knowledge of the industry and because they have businesses that may be considered similar to Union Pacific's business. Although none of such companies are identical or directly comparable to Union Pacific, these companies are publicly traded companies with operations and/or other criteria, such as lines of business, markets, business risks, growth prospects, maturity of business, and size and scale of business, that for purposes of its analysis Morgan Stanley considered similar to Union Pacific.

For purposes of this analysis, Morgan Stanley analyzed the following statistics of each of these companies, based on public filings, publicly available research estimates, and publicly available financial information published by Capital IQ:

- the AV / NTM Adj. EBITDA Ratio; and
- the Price / NTM Adj. EPS Ratio.

The results of Morgan Stanley's analysis were presented for the comparable companies, as indicated in the following tables:

AV / NTM Adj. EBITDA Ratio

Comparable Company	Current	1-Year Average	5-Year Average
Union Pacific	13.2x	13.6x	13.8x
Norfolk Southern	12.1x	12.2x	12.4x
CSX Corporation	11.9x	11.1x	11.7x
Canadian National Railway Company	12.1x	12.5x	13.8x
Canadian Pacific Kansas City Limited	15.3x	15.3x	14.9x
US Class I Railroads Average	12.4x	12.3x	12.6x
Class I Railroads Average	12.9x	12.9x	13.4x

	Price / NTM Adj. EPS Ratio		
Comparable Company	Current	1-Year Average	5-Year Average
Union Pacific	19.5x	20.0x	20.3x
Norfolk Southern	19.8x	18.9x	19.2x
CSX Corporation	19.2x	17.3x	18.2x
Canadian National Railway Company	17.9x	18.6x	21.0x
Canadian Pacific Kansas City Limited	22.7x	22.7x	23.1x
US Class I Railroads Average	19.5x	18.8x	19.2x
Class I Railroads Average	19.8x	19.5x	20.6x

Based on its analysis of the relevant metrics for each of the comparable companies and upon the application of its professional judgment and experience, Morgan Stanley selected representative ranges of AV / NTM Adj. EBITDA Ratio and Price / NTM Adj. EPS Ratio and applied these ranges to Union Pacific's estimated NTM Adjusted EBITDA as of June 30, 2025, of $12,766 million based on the UP management unaudited UP projections and to Union Pacific's estimated NTM Adj. EPS as of June 30, 2025, of $12.24 based on the UP management unaudited UP projections. Morgan Stanley then calculated a range of implied equity values per share of Union Pacific common stock as follows, in each case rounded to the nearest $1.00:

Calendar Year Financial Statistic	Selected Representative Range	Implied Equity Value Per Share of Union Pacific Common Stock
AV / NTM Adj. EBITDA Ratio	12.5x - 14.5x	$ 217 - $260
Price / NTM Adj. EPS Ratio	18.5x - 22.0x	$ 226 - $269

Morgan Stanley compared the foregoing ranges of implied equity values per share of Union Pacific common stock to the closing trading price of Union Pacific common stock as of the unaffected date (which is referred to as the unaffected Union Pacific share price) of $231.18 per share.

No company included in the comparable public company analysis is identical to Union Pacific. In evaluating comparable companies, Morgan Stanley made judgments and assumptions with regard to industry performance, general business, economic, market and financial conditions, and other matters, which are beyond the control of Union Pacific. These include, among other things, the impact of competition on the business of Union Pacific and the industry generally, industry growth, and the absence of any adverse material change in the financial condition and prospects of Union Pacific and the industry, and in the financial markets in general. Mathematical analysis is not in itself a meaningful method of using comparable company data.

Discounted Equity Value Analysis

Morgan Stanley performed a discounted equity value analysis, which is designed to provide insight into a theoretical estimate of the future implied value of a company's common equity as a function of such company's estimated future earnings and a theoretical range of trading multiples. The resulting estimated future implied value of equity is subsequently discounted back to the present day at the company's cost of equity in order to arrive at an illustrative estimate of the present value for the company's theoretical future implied stock price. Morgan Stanley used a discount rate of 9.0% to reflect Union Pacific's estimated cost of equity. Cost of equity was calculated using the CAPM. The CAPM takes into account market risk premium, risk-free rate and beta, of the underlying stock.

In arriving at the implied equity values per share of Union Pacific common stock, Morgan Stanley applied a representative range of AV / 1/1/2027 NTM Adj. EBITDA Ratios of 12.5x to 14.5x, derived by Morgan Stanley using its experience and professional judgment, to Union Pacific's estimated NTM Adjusted EBITDA as of January 1, 2027, of $13,664 million, then subtracted the amount of Union Pacific estimated net debt, and then divided the resulting implied equity values for Union Pacific by Union Pacific's fully diluted shares outstanding,

in each case based on the UP management unaudited UP projections. Morgan Stanley then discounted the resulting implied equity values per share to June 30, 2025, at a discount rate of 9.0%, selected by Morgan Stanley based on the application of its professional judgment and experience to reflect Union Pacific's estimated cost of equity. Morgan Stanley then added the cumulative present value of dividends to derive ranges of implied equity values per share for Union Pacific. Based on this analysis, Morgan Stanley derived a range of implied equity values per share of Union Pacific common stock of $221 to $264, in each case rounded to the nearest $1.00.

In arriving at the implied equity values per share of Union Pacific common stock, Morgan Stanley also applied a representative range of Price / 1/1/2027 NTM Adj. EPS Ratios of 18.5x to 22.0x, derived by Morgan Stanley using its experience and professional judgment, to Union Pacific's estimated NTM Adj. EPS as of January 1, 2027, of $13.52 based on the UP management unaudited UP projections. Morgan Stanley then discounted the resulting equity values per share to June 30, 2025, at a discount rate of 9.0%, selected by Morgan Stanley based on the application of its professional judgment and experience to reflect Union Pacific's estimated cost of equity. Morgan Stanley then added the cumulative present value of dividends to derive ranges of implied equity values per share. Based on this analysis, Morgan Stanley derived a range of implied equity values per share of Union Pacific common stock of $227 to $269, in each case rounded to the nearest $1.00.

The following table summarizes Morgan Stanley's analysis:

Calendar Year Financial Statistic	Selected Representative Range	Implied Value Per Share Range for Union Pacific
AV / 1/1/2027 NTM Adj. EBITDA Ratio	12.5x - 14.5x	$ 221 - $264
Price / 1/1/2027 NTM Adj. EPS Ratio	18.5x - 22.0x	$ 227 - $269

Morgan Stanley compared the foregoing range of implied equity values per share of Union Pacific common stock to the unaffected Union Pacific share price of $231.18 per share and the implied consideration value of $320.00 per share.

Discounted Cash Flow Analysis

Morgan Stanley performed a discounted cash flow analysis (excluding synergies), which is designed to provide an implied value of a company by calculating the present value of the estimated future unlevered free cash flows and terminal value of such company. Morgan Stanley calculated a range of implied equity values per share of Union Pacific common stock as of June 30, 2025, based on estimates of future unlevered free cash flows for the six months ending December 31, 2025, and fiscal years 2026 through 2031 contained in the UP management unaudited UP projections, including net debt of Union Pacific as of June 30, 2025, of $30,665 million. Morgan Stanley also calculated a range of terminal values for Union Pacific based on an LTM EBITDA terminal multiple range of 13.0x to 15.5x, which was selected based on Morgan Stanley's professional judgment and experience. The estimated unlevered free cash flows and the range of terminal values were then discounted to June 30, 2025, by applying a discount rate range of 7.6% to 8.4%, which was selected based on Morgan Stanley's professional judgment and experience, to reflect Union Pacific's estimated WACC.

This analysis indicated a range of implied equity values per share of Union Pacific common stock of $224 to $277, in each case rounded to the nearest $1.00.

The following table summarizes Morgan Stanley's analysis:

Financial Statistic	Implied Equity Value Per Share of Union Pacific
7.6% - 8.4% WACC; 13.0x - 15.5x LTM EBITDA Terminal Multiple	$ 224 - $277

Other Factors:

Morgan Stanley observed certain additional factors that were not considered part of its financial analyses with respect to its opinion but were referenced for informational purposes, including, among other things, the following:

- *Brokers' Price Targets*. For reference only and not as a component of its fairness analysis, Morgan Stanley reviewed and analyzed future public market trading price targets for Union Pacific common stock prepared and published by 22 equity research analysts as of the unaffected date. These targets generally reflect each analyst's estimate of the future public market trading price of Union Pacific common stock. The range of broker price targets for Union Pacific common stock was $202 to $275. The public market trading price targets published by securities research analysts do not necessarily reflect current market trading prices for Union Pacific common stock and these estimates are subject to uncertainties, including the future financial performance of Union Pacific and future financial market conditions.
- *Historical Trading Range*. For reference only and not as a component of its fairness analysis, Morgan Stanley reviewed the intraday low and high per share trading range for Union Pacific common stock for the 52-week period ending on the unaffected date. Morgan Stanley observed that, during such period, the trading range was $205 to $258 per share of Union Pacific common stock.

Relative Valuation Analysis

Based upon the (i) implied equity values per share for Norfolk Southern common stock and Union Pacific common stock calculated in the public trading comparable company analysis described above, (ii) implied equity values per share for Norfolk Southern common stock and Union Pacific common stock calculated in the discounted equity value analysis described above, and (iii) implied equity values per share for Norfolk Southern common stock and Union Pacific common stock calculated in the discounted cash flow analysis described above, Morgan Stanley calculated an implied range of exchange ratios. For each comparison, Morgan Stanley compared the lowest equity value per share of Norfolk Southern common stock less the cash consideration of $88.82 per share to the highest equity value per share of Union Pacific common stock to derive the lowest implied exchange ratio for holders of Norfolk Southern common stock implied by each set of reference ranges. Morgan Stanley also compared the highest equity value per share of Norfolk Southern common stock less the cash consideration of $88.82 per share to the lowest equity value per share of Union Pacific common stock to derive the highest implied exchange ratio for holders of Norfolk Southern common stock implied by each set of reference ranges.

The following table summarizes Morgan Stanley's analysis:

Financial Statistic	Illustrative Exchange Ratio Assuming $88.82 in Cash
Public Trading Comparables	
Norfolk Southern 11.5x - 13.5x; Union Pacific 12.5x - 14.5x AV / NTM Adj. EBITDA Ratio	0.636x - 1.010x
Norfolk Southern 18.0x - 21.5x; Union Pacific 18.5x - 22.0x Price / NTM Adj. EPS Ratio	0.572x - 0.888x
Discounted Equity Value	
Norfolk Southern 11.5x - 13.5x; Union Pacific 12.5x - 14.5x AV / 1/1/2027 NTM Adj. EBITDA Ratio	0.645x - 1.012x
Norfolk Southern 18.0x - 21.5x; Union Pacific 18.5x - 22.0x Price / 1/1/2027 NTM EPS Ratio	0.659x - 1.000x
Discounted Cash Flow	
Excluding Union Pacific Management Net Synergies: Norfolk Southern 12.0x - 14.5x / Union Pacific 13.0x - 15.5x LTM EBITDA Terminal Multiple	0.667x - 1.129x
Including Union Pacific Management Net Synergies at Blended WACC of 7.7% - 8.5% and LTM EBITDA Terminal Multiple of 12.7x - 15.2x	0.969x - 1.587x

The resulting implied ranges of the exchange ratio were then compared to the exchange ratio of 1.000x in the mergers, assuming a right to receive $88.82 in cash per share of Norfolk Southern common stock.

DCF Per Share Accretion Analysis

Morgan Stanley conducted a discounted cash flow analysis of Union Pacific pro forma for the mergers using the UP management unaudited projections and other information and data for each of Norfolk Southern and Union Pacific as described above and provided by Union Pacific. The pro forma discounted cash flow analysis reflected (i) the ranges of stand-alone discounted cash flow values derived for each of Norfolk Southern and Union Pacific, in each case as described above in sections "*Analysis Related to Norfolk Southern - Discounted Cash Flow*" and "*Analysis Related to Union Pacific - Discounted Cash Flow,*" respectively, plus (ii) the discounted cash flow value of the projected net synergies, as described above in section "*Analysis Related to Norfolk Southern - Discounted Cash Flow,*" minus (iii) the estimated $20.3 billion of transaction debt, minus (iv) the estimated $1.7 billion present value of Norfolk Southern dividends to be paid pre-closing, discounted to June 30, 2025, by applying a discount rate range of 7.8% to 8.6%, which was selected based on Morgan Stanley's professional judgment and experience, to reflect Norfolk Southern's estimated WACC. Morgan Stanley then divided the resulting implied total equity value ranges by Union Pacific's pro forma fully diluted shares outstanding, calculated as Union Pacific's fully diluted shares outstanding, as adjusted for newly issued shares in the mergers. Based on this analysis, Morgan Stanley derived a range of pro forma implied equity values per share of the combined company common stock of $234 to $296, in each case rounded to the nearest $1.00.

Morgan Stanley compared this pro forma implied equity value per share range to the standalone implied equity values per share of Union Pacific common stock, as described under "*Analysis Related to Union Pacific - Discounted Cash Flow*." Based on this analysis, the mergers would be accretive to Union Pacific's discounted cash flow value per share, with an accretion range of 4.4% to 6.8%.

Other Considerations

In connection with the review of the mergers, Morgan Stanley performed a variety of financial and comparative analyses for purposes of rendering its opinion. The preparation of a financial opinion is a complex process and is not necessarily susceptible to a partial analysis or summary description. In arriving at its opinion, Morgan Stanley considered the results of all of its analyses as a whole and did not attribute any particular weight to any analysis or factor it considered. Morgan Stanley believes that selecting any portion of its analyses, without considering all analyses as a whole, would create an incomplete view of the process underlying its analyses and opinion. In addition, Morgan Stanley may have given various analyses and factors more or less weight than other analyses and factors and may have deemed various assumptions more or less probable than other assumptions. As a result, the ranges of valuations resulting from any particular analysis described above should not be taken to be Morgan Stanley's view of the actual value of Norfolk Southern or Union Pacific. In performing its analyses, Morgan Stanley made numerous assumptions with respect to industry performance, general business and economic conditions, and other matters. Many of these assumptions are beyond the control of Norfolk Southern or Union Pacific, as applicable. Any estimates contained in Morgan Stanley's analyses are not necessarily indicative of future results or actual values, which may be significantly more or less favorable than those suggested by such estimates.

Morgan Stanley conducted the analyses described above solely as part of its analysis of the fairness of the merger consideration, from a financial point of view, to Union Pacific in connection with the delivery of Morgan Stanley's opinion to the Union Pacific board. These analyses do not purport to be appraisals or to reflect the prices at which shares of Norfolk Southern common stock or Union Pacific common stock might actually trade.

The merger consideration was determined through arm's-length negotiations between Norfolk Southern and Union Pacific and was approved by the Union Pacific board. Morgan Stanley provided advice to Union Pacific during these negotiations. Morgan Stanley did not, however, recommend any specific consideration to Union Pacific or that any specific consideration constituted the only appropriate merger consideration.

Morgan Stanley's opinion and its presentation to the Union Pacific board was one of many factors taken into consideration by the Union Pacific board in deciding to approve, adopt, and authorize the merger agreement. Consequently, the analyses as described above should not be viewed as determinative of the opinion of the Union Pacific board with respect to the merger consideration or of whether the Union Pacific board would have been willing to agree to a different merger consideration.

The Union Pacific board retained Morgan Stanley based upon Morgan Stanley's qualifications, experience, and expertise. Morgan Stanley is a global financial services firm engaged in the securities, investment management, and individual wealth management businesses. Its securities business is engaged in securities underwriting, trading, and brokerage activities, foreign exchange, commodities, and derivatives trading, prime brokerage, as well as providing investment banking, financing, and financial advisory services. Morgan Stanley, its affiliates, directors, and officers may at any time invest on a principal basis or manage funds that invest, hold long or short positions, finance positions, and may trade or otherwise structure and effect transactions, for their own account or the accounts of its customers, in debt or equity securities or loans of Union Pacific, Norfolk Southern, or any other company, or any currency or commodity, that may be involved in this transaction, or any related derivative instrument.

Under the terms of its engagement letter, Morgan Stanley provided the Union Pacific board financial advisory services and a financial opinion in connection with the mergers, and Union Pacific agreed to pay Morgan Stanley a fee of $52.5 million, $7.5 million of which became payable upon the execution of the merger agreement, $4 million of which became payable upon the rendering of its opinion, and the remainder of which is contingent upon the completion of the mergers. Union Pacific has also agreed to reimburse Morgan Stanley for its expenses incurred in performing its services. In addition, Union Pacific has agreed to indemnify Morgan Stanley and its affiliates, their respective directors, officers, agents, and employees and each person, if any, controlling Morgan Stanley or any of its affiliates against certain liabilities and expenses, including certain liabilities under the

federal securities laws, related to or arising out of Morgan Stanley's engagement. In the two years prior to the date of its opinion, Morgan Stanley and its affiliates have provided financial advisory and financing services to Norfolk Southern and have received fees for the rendering of these services of between $5 million to $15 million, and have provided financial advisory and financing services to Union Pacific and have received fees for the rendering of these services of between $2 million to $5 million. Morgan Stanley may also seek to provide such services to Norfolk Southern and Union Pacific in the future and will expect to receive fees for the rendering of these services.

Opinion of Wells Fargo Securities, LLC

Opinion of Wells Fargo

The Union Pacific board retained Wells Fargo to provide it with financial advisory services in connection with a possible acquisition, merger, or similar business combination, and, if requested by the Union Pacific board, a financial opinion with respect thereto. Union Pacific selected Wells Fargo to act as its financial advisor based on Wells Fargo's qualifications, expertise, and reputation and its knowledge of the financial services industry, market, and regulatory environment and business and affairs of Union Pacific. Wells Fargo rendered to the Union Pacific board, at its special meeting on July 28, 2025, its oral opinion, subsequently confirmed by delivery of a written opinion dated July 28, 2025, that, as of that date, and based upon and subject to the assumptions made, procedures followed, matters considered, and qualifications and limitations on the scope of review undertaken by Wells Fargo as set forth therein, the merger consideration was fair, from a financial point of view, to Union Pacific.

The full text of the written opinion of Wells Fargo, dated July 28, 2025, is attached as Annex C and incorporated by reference into this joint proxy statement/prospectus. The opinion sets forth, among other things, the assumptions made, procedures followed, matters considered, and qualifications and limitations on the scope of review undertaken by Wells Fargo in rendering its opinion. Shareholders are urged to, and should, read the opinion carefully and in its entirety. Wells Fargo's opinion is directed to the Union Pacific board and addresses only the fairness, from a financial point of view, to Union Pacific of the merger consideration as of the date of the opinion. Wells Fargo's opinion does not address any other aspect of the transactions contemplated by the merger agreement and does not constitute a recommendation to shareholders of Union Pacific or Norfolk Southern as to how to act or vote in connection with the mergers or any other matter or whether to take any other action with respect to the mergers. The summary of Wells Fargo's opinion set forth in this joint proxy statement/prospectus is qualified in its entirety by reference to the full text of the opinion. In addition, the opinion does not in any manner address the price at which Union Pacific common stock will trade following the consummation of the mergers or at any time.

In preparing its opinion, Wells Fargo, among other things:

1) reviewed the merger agreement;

2) reviewed certain publicly available business and financial information relating to Union Pacific and Norfolk Southern and the industries in which they operate;

3) compared the financial and operating performance of Union Pacific and Norfolk Southern with publicly available information concerning certain other companies that Wells Fargo deemed relevant, and compared current and historic market prices of Union Pacific common stock and Norfolk Southern common stock with similar data for such other companies;

4) compared the proposed financial terms of the mergers with the publicly available financial terms of certain other business combinations that Wells Fargo deemed relevant;

5) reviewed the UP management unaudited UP projections and the UP management unaudited NS projections, which were approved for use by each of Morgan Stanley and Wells Fargo by the Union Pacific board;

6) reviewed the Norfolk Southern management unaudited projections;

7) reviewed the Union Pacific management net synergies, which were approved for use by each of Morgan Stanley and Wells Fargo by the Union Pacific board;

8) discussed with the managements of Union Pacific and Norfolk Southern regarding certain aspects of the mergers, the business, financial condition, and prospects of Union Pacific and Norfolk Southern, respectively, the effect of the mergers on the business, financial condition, and prospects of Union Pacific and Norfolk Southern, respectively, and certain other matters that Wells Fargo deemed relevant; and

9) considered such other financial analyses and investigations and such other information that Wells Fargo deemed relevant.

In giving its opinion, Wells Fargo assumed and relied upon the accuracy and completeness of all information that was publicly available or was furnished to or discussed with Wells Fargo by Union Pacific or Norfolk Southern or otherwise reviewed by Wells Fargo. Wells Fargo did not independently verify any such information, and pursuant to the terms of Wells Fargo's engagement by Union Pacific, Wells Fargo did not assume any obligation to undertake any such independent verification. At the direction of the Union Pacific board, Wells Fargo utilized the UP management unaudited NS projections, the UP management unaudited UP projections, and the Union Pacific management net synergies for purposes of its opinion and in relying on the UP management unaudited NS projections, the UP management unaudited UP projections, and the Union Pacific management net synergies, Wells Fargo assumed that they were reasonably prepared on bases reflecting the best currently available estimates and judgments of Union Pacific management as to the future performance and financial condition of Union Pacific and Norfolk Southern. Wells Fargo expressed no view or opinion with respect to the UP management unaudited NS projections, the UP management unaudited UP projections, and the Union Pacific management net synergies or any other financial analysis or forecasts or the assumptions upon which they are based. Wells Fargo assumed that any representations and warranties made by Union Pacific and Norfolk Southern in the merger agreement or in other agreements relating to the mergers would be true and accurate in all respects that are material to its analysis. In addition, Wells Fargo assumed that the mergers would be consummated in accordance with the terms set forth in the merger agreement without any waiver or amendment of any terms or conditions material to its analysis, including, among other things, that the mergers would be treated as a tax-free reorganization pursuant to the Internal Revenue Code of 1986, as amended. Wells Fargo also assumed that in connection with the receipt of all the necessary governmental, regulatory, or other approvals and consents required for the proposed mergers, no delays, limitations, conditions, or restrictions would be imposed that would have a material adverse effect on the contemplated benefits expected to be derived in the proposed mergers.

The opinion of Wells Fargo only addressed the fairness, as of the date thereof, from a financial point of view, of the merger consideration to be paid by Union Pacific in the first merger pursuant to the merger agreement, and Wells Fargo expressed no opinion as to the fairness of any consideration paid in connection with the mergers to the holders of any other class of securities, creditors, or other constituencies of Norfolk Southern. Furthermore, Wells Fargo expressed no opinion as to any other aspect or implication (financial or otherwise) of the mergers, or any other agreement, arrangement or understanding entered into in connection with the mergers or otherwise, including, without limitation, the fairness of the amount or nature of, or any other aspect relating to, any compensation or consideration to be received by or otherwise payable to any officers, directors, or employees of any party to the mergers, or class of such persons, relative to the merger consideration or otherwise. Furthermore, Wells Fargo did not express any advice or opinion regarding matters that require legal, regulatory, accounting, insurance, tax, environmental, executive compensation, or other similar professional advice and has relied upon the assessments of Union Pacific and its advisors with respect to such advice.

Wells Fargo's opinion was necessarily based upon information made available to Wells Fargo as of the date of its opinion and financial, economic, market, and other conditions as they existed and could be evaluated on the date of its opinion. Wells Fargo did not undertake, and is under no obligation, to update, revise, reaffirm, or withdraw its opinion, or otherwise comment on or consider events occurring or coming to its attention after the date of its opinion, notwithstanding that any such subsequent developments may affect its opinion. Wells Fargo's opinion did not address the relative merits of the mergers as compared to any alternative transactions or strategies that

might have been available to Union Pacific, nor did it address the underlying business decision of the Union Pacific board or Union Pacific to proceed with or effect the mergers. Wells Fargo did not express any opinion as to the price at which Union Pacific common stock or Norfolk Southern common stock may be traded at any time.

Financial Analyses

In preparing its opinion to the Union Pacific board, Wells Fargo performed a variety of analyses, including those described below. The summary of Wells Fargo's analyses is not a complete description of the analyses underlying Wells Fargo's opinion. The preparation of such an opinion is a complex process involving various quantitative and qualitative judgments and determinations with respect to the financial, comparative, and other analytical methods employed and the adaptation and application of these methods to the unique facts and circumstances presented. As a consequence, neither Wells Fargo's opinion nor its underlying analyses is readily susceptible to summary description. Wells Fargo arrived at its opinion based on the results of all analyses undertaken by it and assessed as a whole and did not draw, in isolation, conclusions from or with regard to any individual analysis, methodology, or factor. Accordingly, Wells Fargo believes that its analyses and the following summary must be considered as a whole and that selecting portions of its analyses, methodologies, and factors, without considering all analyses, methodologies, and factors or the narrative description of the analyses, could create a misleading or incomplete view of the processes underlying Wells Fargo's analyses and opinion.

In performing its analyses, Wells Fargo considered general business, economic, industry, and market conditions, financial and otherwise, and other matters as they existed on, and could be evaluated as of, the date of its opinion. None of the selected companies used in Wells Fargo's analyses is identical to Union Pacific or Norfolk Southern and none of the selected transactions reviewed was identical to the mergers. Evaluation of the results of those analyses is not entirely mathematical. The financial analyses performed by Wells Fargo were performed for analytical purposes only and are not necessarily indicative of actual values or predictive of future results or values, which may be significantly more or less favorable than those suggested by the analyses. In addition, any analyses relating to the value of assets, businesses, or securities do not purport to be appraisals or to reflect the prices at which businesses or securities actually may be sold, which may depend on a variety of factors, many of which are beyond the control of Union Pacific or Norfolk Southern.

While the results of each analysis were taken into account in reaching its overall conclusion with respect to fairness, Wells Fargo did not make separate or quantifiable judgments regarding individual analyses. Much of the information used in, and accordingly the results of, Wells Fargo's analyses are inherently subject to substantial uncertainty.

Wells Fargo's opinion was only one of many factors considered by the Union Pacific board in evaluating the mergers. Neither Wells Fargo's opinion nor its analyses were determinative of the merger consideration or of the views of the Union Pacific board or management with respect to the mergers or the merger consideration. The type and amount of consideration payable in the mergers were determined through negotiations between Union Pacific and Norfolk Southern, and the decision to enter into the merger agreement was solely that of the Union Pacific board.

The following is a summary of the material financial analyses performed by Wells Fargo in connection with the preparation of its opinion rendered to, and reviewed with, the Union Pacific board on July 28, 2025. The order of the analyses summarized below does not represent relative importance or weight given to those analyses by Wells Fargo. The analyses summarized below include information presented in tabular format. **The following summary does not purport to be a complete description of the analyses or data provided by Wells Fargo and the tables alone do not constitute a complete description of the analyses. Considering the data in the tables below without considering the full narrative description of the analyses, as well as the methodologies underlying, and the assumptions made, procedures followed, matters considered, and qualifications and limitations affecting, each analysis, could create a misleading or incomplete view of Wells Fargo's analyses.**

The estimates of the future financial performance of Norfolk Southern and Union Pacific utilized as part of the financial analyses described below were based on the UP management unaudited NS projections, the UP management unaudited UP projections, and the Union Pacific management net synergies.

Norfolk Southern Financial Analyses

Public Trading Comparable Company Analysis

Wells Fargo reviewed and compared certain financial and other information and financial multiples relating to Norfolk Southern to corresponding financial and other information and financial multiples for certain publicly traded Class I railroads that Wells Fargo, using its professional judgment and expertise, deemed comparable to Norfolk Southern. Although none of these companies (other than Norfolk Southern) is directly comparable to Norfolk Southern in all respects, Wells Fargo selected these companies because they are publicly traded companies with operations that, for purposes of this analysis, may be considered similar to certain operations of Norfolk Southern. The companies included in the public trading comparable company analysis (which are referred to as the selected public companies) were:

- Union Pacific
- Canadian Pacific Kansas City Limited
- Canadian National Railway Company
- CSX Corporation
- Norfolk Southern

Wells Fargo calculated and compared the financial multiples for the selected public companies based on public filings as of the quarter ended March 31, 2025, equity research, and common stock closing prices on the unaffected date for the selected public companies. With respect to each of the selected public companies, Wells Fargo calculated:

- enterprise value, which is referred to as EV (which is calculated as the fully diluted market value of common equity, plus total debt, plus finance lease liabilities, plus preferred stock, plus non-controlling interest, less cash and cash equivalents, less minority investments), as a multiple of estimated fiscal year 2025 EBITDA and estimated fiscal year 2026 EBITDA; and
- price as a multiple of estimated fiscal year 2025 earnings per share, which is referred to as EPS, and estimated fiscal year 2026 EPS.

The following table presents a summary of this analysis:

	Selected Public Companies range	Class I Railroad Mean	Class I Railroad Median
EV / 2025 EBITDA	12.0x-15.8x	13.2x	12.4x
EV / 2026 EBITDA	10.9x-14.4x	12.2x	11.6x
Price / 2025 EPS	18.1x-23.7x	20.5x	20.2x
Price / 2026 EPS	16.3x-20.3x	18.0x	18.1x

With respect to each of the selected public companies, Wells Fargo also calculated:

- EV as a multiple of the NTM, EBITDA on a weekly basis, shown as averages over the preceding five years; and
- price as a multiple of the NTM EPS on a weekly basis, shown as averages over the preceding five years.

The following tables present summaries of these analyses:

EV / NTM EBITDA

Selected Public Company	Current	1-Year Average	2-Year Average	3-Year Average	5-Year Average
Union Pacific	13.3x	13.8x	14.0x	13.5x	14.0x
Canadian Pacific Kansas City Limited	15.4x	15.4x	16.1x	16.9x	16.9x
Canadian National Railway Company	12.3x	12.7x	13.2x	13.4x	13.9x
CSX Corporation	11.5x	11.2x	11.3x	11.2x	11.8x
Norfolk Southern	12.1x	12.2x	12.0x	11.7x	12.4x
Class I Railroads Average	12.9x	13.1x	13.3x	13.3x	13.8x

Price / NTM EPS

Selected Public Company	Current	1-Year Average	2-Year Average	3-Year Average	5-Year Average
Union Pacific	19.6x	20.1x	20.5x	19.5x	20.3x
Canadian Pacific Kansas City Limited	22.7x	22.8x	23.8x	23.7x	23.3x
Canadian National Railway Company	17.8x	18.6x	19.6x	19.8x	21.0x
CSX Corporation	19.2x	17.4x	17.3x	17.0x	18.2x
Norfolk Southern	19.8x	19.0x	18.6x	17.9x	19.1x
Class I Railroads Average	19.8x	19.6x	20.0x	19.6x	20.4x

Based on these analyses and utilizing its professional judgment and experience, Wells Fargo applied EV/estimated NTM Adjusted EBITDA multiples ranging from 11.0x to 13.0x derived from the public trading comparable company analysis to comparable financial data for Norfolk Southern included in the UP management unaudited NS projections as of June 30, 2025. Wells Fargo took the range of implied EVs for Norfolk Southern and calculated a range of implied equity values by subtracting total debt, subtracting finance lease liabilities, adding cash and cash equivalents, and adding minority investments as of June 30, 2025. By dividing this range of implied equity values by the number of fully diluted shares of Norfolk Southern common stock outstanding as of July 24, 2025, Wells Fargo calculated a range of illustrative value indications per share for Norfolk Southern common stock of $240 to $294, in each case rounded to the nearest $1.00. The per share merger consideration of $320.00 (based on the closing price per share of Union Pacific common stock on the unaffected date) fell above this range.

Based on these analyses and utilizing its professional judgment and experience, Wells Fargo also applied price/estimated NTM Adjusted EPS multiples ranging from 17.5x to 20.5x derived from the public trading comparable company analysis to comparable financial data for Norfolk Southern included in the UP management unaudited NS projections as of June 30, 2025. Wells Fargo calculated a range of illustrative value indications per share for Norfolk Southern common stock of $236 to $276, in each case rounded to the nearest $1.00. The per share merger consideration of $320.00 (based on the closing price of Union Pacific common stock on the unaffected date) fell above this range.

Selected Transactions Analysis

Wells Fargo analyzed certain information relating to the selected transactions listed below. Wells Fargo selected the transactions listed below because they each involved the acquisition of certain Class I and Class II railroads in the railroad industry since 1994. Although none of the companies involved in the selected transactions are directly comparable to Norfolk Southern in all respects, nor are any of the selected transactions directly comparable to the mergers in all respects, Wells Fargo chose the transactions in the selected transactions analysis based on its professional judgment that the companies that participated in the selected transactions are companies with operations that, for the purposes of analysis, may be considered similar to the operations of Norfolk Southern and/or because the selected transactions, for the purposes of analysis, may be considered similar to the mergers.

Announcement Year	Target	Acquiror	TEV /LTM EBITDA Multiple
2021	Kansas City Southern	Canadian Pacific Railway Limited	19.5x[a]
2017	Florida East Coast Railway Holdings Corporation	GMéxico Transportes S.A.B. de C.V.	13.6x
2009	Burlington Northern Santa Fe Corporation	Berkshire Hathaway Inc.	8.8x
2007	Dakota, Minnesota & Eastern Railroad Corporation	Canadian Pacific Railway Limited	15.2x
2004	Grupo Transportacion Ferroviaria Mexicana, S.A. de C.V. (51%)	Kansas City Southern	6.1x
2003	BC Rail Limited	Canadian National Railway Company	14.4x
2001	Wisconsin Central Transportation Corporation	Canadian National Railway Company	9.8x[b]
1998	Illinois Central Corporation	Canadian National Railway Company	11.4x
1997	Consolidated Rail Corporation	CSX Corporation and Norfolk Southern	12.1x[c]
1995	Southern Pacific Rail Corporation	Union Pacific	12.3x[d]
1995	Chicago and North Western Holdings Corporation	Union Pacific	8.4x
1994	Santa Fe Pacific Corporation	Burlington Northern Inc.	7.2x
Mean:			11.6x
Median:			11.8x

[a] EBITDA adjusted for the estimated impact of COVID-19.
[b] EBITDA adjusted for personnel re-organizational costs.
[c] EBITDA adjusted for one-time charges.
[d] EBITDA adjusted for special charges (including severance, terminating leased facilities and expected loss for light density rail lines).

For each of the selected transactions, Wells Fargo calculated and reviewed the transaction enterprise value of the target company as a multiple of EBITDA for the LTM prior to announcement of the transaction. For purposes of this analysis, the target companies' transaction enterprise values, which is referred to as TEV, were generally calculated by multiplying the announced per-share transaction price by the number of that target company's fully diluted outstanding shares as disclosed in the target company's most recent filings with the SEC prior to the announcement of the applicable transaction and adding to that result the target company's net debt (which is debt minus available cash), each as disclosed in the target company's most recent public filings with the SEC prior to the announcement of the applicable transaction or, if unavailable, based on information publicly available at the time of announcement of the selected transaction.

Based on this review and their professional judgment and experience, Wells Fargo then derived an implied enterprise value range for Norfolk Southern by applying a range of selected multiples of 14.5x to 16.5x to Norfolk Southern LTM Adjusted EBITDA for the 12-month period ended June 30, 2025. Wells Fargo took the range of implied EVs for Norfolk Southern and calculated a range of implied equity values by subtracting total debt, subtracting finance lease liabilities, adding cash and cash equivalents, and adding minority investments as of June 30, 2025. By dividing this range of implied equity values by the number of fully diluted shares of Norfolk Southern common stock outstanding as of July 24, 2025, Wells Fargo calculated a range of illustrative value indications per share for Norfolk Southern common stock of $307 to $357, in each case rounded to the nearest $1.00. The per share merger consideration of $320.00 (based on the closing price per share of Union Pacific common stock on the unaffected date) fell within this range.

Discounted Cash Flow Analysis

Wells Fargo performed an illustrative discounted cash flow analysis of Norfolk Southern using the UP management unaudited NS projections to determine an implied present value per share of Norfolk Southern

common stock as of June 30, 2025. Using the UP management unaudited NS projections, which are described in "*Certain Unaudited Prospective Financial Information*", Wells Fargo first calculated the projected after-tax unlevered free cash flows (calculated as Adjusted EBITDA, plus other income, minus cash taxes, minus capital expenditures, minus change in net working capital, minus other cash flow, on a net basis) for Norfolk Southern for the six months ending December 31, 2025, and fiscal years 2026 through 2031, respectively, as $1.7 billion, $3.2 billion, $3.5 billion, $3.8 billion, $4.1 billion, $4.4 billion, and $4.4 billion, respectively. Then, Wells Fargo calculated the net present value of the projected after-tax unlevered free cash flows for each of the periods described in the preceding sentence.

Next, Wells Fargo calculated the net present value of the illustrative terminal value of Norfolk Southern in the fiscal year 2031 by applying a range of terminal value Adjusted EBITDA multiples of 13.0x to 15.0x to the estimated Norfolk Southern Adjusted EBITDA for fiscal year 2031. Wells Fargo selected the terminal value Adjusted EBITDA multiples used in this analysis based on the EV as a multiple of LTM EBITDA of the selected public companies on a weekly basis, which are shown as averages over the preceding five years in the table below, and its experience and professional judgment, including, without limitation, its professional judgment regarding the financial and other characteristics of Norfolk Southern relative to such selected public companies.

EV / LTM EBITDA

Selected Public Company	Current	1-Year Average	2-Year Average	3-Year Average	5-Year Average
Union Pacific	13.9x	14.6x	14.8x	14.4x	15.1x
Canadian Pacific Kansas City Limited	17.3x	17.7x	18.4x	18.6x	18.1x
Canadian National Railway Company	13.3x	13.9x	14.3x	14.5x	15.5x
CSX Corporation	11.8x	11.7x	11.7x	11.5x	12.4x
Norfolk Southern	11.3x	13.6x	14.8x	13.8x	14.5x
Class I Railroads Average	13.5x	14.3x	14.8x	14.5x	15.1x
Norfolk Southern (as adjusted)	12.9x	14.7x	13.3x	12.7x	13.8x

Wells Fargo discounted the terminal value and the cash flow streams to present values using discount rates ranging from 8.0% to 10.0%. Wells Fargo derived the range of discount rates used in this analysis first by performing a WACC analysis for Norfolk Southern based on certain financial metrics for Norfolk Southern and the selected public companies, including betas for the selected public companies, and the assumed cost of debt for Norfolk Southern and then selected the applied discount rates ranging from 8.0% to 10.0% using its professional judgment as to an illustrative range based on this WACC analysis. Wells Fargo took the range of implied EVs for Norfolk Southern and calculated a range of implied equity values by subtracting total debt, subtracting finance lease liabilities, adding cash and cash equivalents, adding minority investments, and subtracting a net liability in respect of the Eastern Ohio railroad accident of $550 million as per public filings for Norfolk Southern as of June 30, 2025. By dividing this range of implied equity values by the number of fully diluted shares of Norfolk Southern common stock outstanding as of July 24, 2025, Wells Fargo calculated a range of illustrative value indications per share for Norfolk Southern common stock of $270 to $350, in each case rounded to the nearest $1.00. The per share merger consideration of $320.00 (based on the closing price per share of Union Pacific common stock on the unaffected date) fell within this range.

Wells Fargo performed the same analysis as described in the immediately preceding paragraph but also using the Union Pacific management net synergies to determine an implied present value per share of Norfolk Southern common stock as of June 30, 2025, taking into account the Union Pacific management net synergies. Using the Union Pacific management net synergies, which are described in "*Certain Unaudited Prospective Financial Information*", Wells Fargo first calculated the projected after-tax unlevered free cash flows (calculated as EBITDA impact of net synergies, minus cash taxes, minus incremental capital expenditures) for the Union Pacific management net synergies for fiscal years 2027 through 2031, respectively, as $(0.5) billion, $0.1 billion, $1.6 billion, $1.6 billion, and $1.7 billion, respectively. Then, Wells Fargo calculated the net present value of the projected after-tax unlevered free cash flows for each of the periods described in the preceding sentence. Next, Wells Fargo calculated the net present value of the illustrative terminal value of the net synergies in the fiscal

year 2031 by applying a range of terminal value multiples of 14.0x to 16.0x to the estimated EBITDA impact of the net synergies for fiscal year 2031. Wells Fargo selected the terminal value multiples used in this analysis based on the EV as a multiple of LTM EBITDA of the selected public companies on a weekly basis, which are shown as averages over the preceding five years in the table above, and its experience and professional judgment, including, without limitation, its professional judgment regarding the financial and other characteristics of Union Pacific. Wells Fargo discounted the terminal value and the cash flow streams to present values using discount rates ranging from 7.5% to 9.5%. Wells Fargo derived the range of discount rates used in this analysis first by performing a WACC analysis for Union Pacific based on certain financial metrics for Union Pacific and the selected public companies, including betas for the selected public companies, and the assumed cost of debt for Union Pacific and then selected the applied discount rates ranging from 7.5% to 9.5% using its professional judgment as to an illustrative range based on this WACC analysis. Wells Fargo took the range of implied EVs for Norfolk Southern taking into account the Union Pacific management net synergies and calculated a range of implied equity values by subtracting total debt, subtracting finance lease liabilities, adding cash and cash equivalents, adding minority investments, and subtracting a net liability in respect of the Eastern Ohio railroad accident of $550 million as per public filings for Norfolk Southern as of June 30, 2025. By dividing this range of implied equity values by the number of fully diluted shares of Norfolk Southern common stock outstanding as of July 24, 2025, Wells Fargo calculated a range of illustrative value indications per share for Norfolk Southern common stock of $359 to $461, in each case rounded to the nearest $1.00. The per share merger consideration of $320.00 (based on the closing price per share of Union Pacific common stock on the unaffected date) fell below this range.

Other Information

Wells Fargo observed certain additional factors that were not considered part of Wells Fargo's financial analyses with respect to its opinion but were noted for informational purposes, including the following:

- A 52-week intraday trading range for Norfolk Southern common stock ending on the unaffected date. During that period, the trading range was $202 to $278 per share of Norfolk Southern common stock, in each case rounded to the nearest $1.00.
- Future public market trading price targets for Norfolk Southern common stock based on price target estimates from 19 brokers, ranging from $174 to $300 per share of Norfolk Southern common stock, in each case rounded to the nearest $1.00, with a median of $278.

Union Pacific Financial Analyses

Public Trading Comparable Company Analysis

Wells Fargo reviewed and compared certain financial and other information and financial multiples relating to Union Pacific to corresponding financial and other information and financial multiples for the selected public companies. Although none of the selected public companies (other than Union Pacific) is directly comparable to Union Pacific in all respects, Wells Fargo selected these companies because they are publicly traded Class I railroads with operations that, for purposes of this analysis, may be considered similar to certain operations of Union Pacific.

Wells Fargo calculated and compared the financial multiples for the selected public companies based on public filings as of the quarter ended March 31, 2025, equity research and common stock closing prices on the unaffected date, for the selected public companies. With respect to each of the selected public companies, Wells Fargo calculated:

- EV (which is calculated as described above under "*Norfolk Southern Financial Analyses - Public Trading Comparable Company Analysis*") as a multiple of estimated fiscal year 2025 EBITDA and estimated fiscal year 2026 EBITDA; and
- price as a multiple of estimated fiscal year 2025 EPS and estimated fiscal year 2026 EPS.

The following table presents a summary of this analysis:

	Selected companies range	Class I Railroad Mean	Class I Railroad Median
EV / 2025 EBITDA	12.0x-15.8x	13.2x	12.4x
EV / 2026 EBITDA	10.9x-14.4x	12.2x	11.6x
Price / 2025 EPS	18.1x-23.7x	20.5x	20.2x
Price / 2026 EPS	16.3x-20.3x	18.0x	18.1x

With respect to each of the selected public companies, Wells Fargo also calculated:

- EV as a multiple of the NTM EBITDA on a weekly basis, shown as averages over the preceding five years; and
- price as a multiple of the NTM EPS on a weekly basis, shown as averages over the preceding five years.

The following tables present summaries of these analyses:

EV / NTM EBITDA

Selected Public Company	Current	1-Year Average	2-Year Average	3-Year Average	5-Year Average
Union Pacific	13.3x	13.8x	14.0x	13.5x	14.0x
Canadian Pacific Kansas City Limited	15.4x	15.4x	16.1x	16.9x	16.9x
Canadian National Railway Company	12.3x	12.7x	13.2x	13.4x	13.9x
CSX Corporation	11.5x	11.2x	11.3x	11.2x	11.8x
Norfolk Southern	12.1x	12.2x	12.0x	11.7x	12.4x
Class I Railroads Average	12.9x	13.1x	13.3x	13.3x	13.8x

Price / NTM EPS

Selected Public Company	Current	1-Year Average	2-Year Average	3-Year Average	5-Year Average
Union Pacific	19.6x	20.1x	20.5x	19.5x	20.3x
Canadian Pacific Kansas City Limited	22.7x	22.8x	23.8x	23.7x	23.3x
Canadian National Railway Company	17.8x	18.6x	19.6x	19.8x	21.0x
CSX Corporation	19.2x	17.4x	17.3x	17.0x	18.2x
Norfolk Southern	19.8x	19.0x	18.6x	17.9x	19.1x
Class I Railroads Average	19.8x	19.6x	20.0x	19.6x	20.4x

Based on these analyses and utilizing its professional judgment and experience, Wells Fargo applied EV/estimated NTM Adjusted EBITDA multiples ranging from 12.5x to 14.5x derived from the public trading comparable company analysis to comparable financial data for Union Pacific included in the UP management unaudited UP projections as of June 30, 2025. Wells Fargo took the range of implied EVs for Union Pacific and calculated a range of implied equity values by subtracting total debt, subtracting finance lease liabilities, adding cash and cash equivalents, and adding minority investments as of June 30, 2025. By dividing this range of implied equity values by the number of fully diluted shares of the Union Pacific common stock outstanding as of July 24, 2025, Wells Fargo calculated a range of illustrative value indications per share for the Union Pacific common stock of $217 to $260, in each case rounded to the nearest $1.00. The closing price per share of Union Pacific common stock on the unaffected date fell within this range.

Based on these analyses and utilizing its professional judgment and experience, Wells Fargo also applied price/estimated NTM EPS multiples ranging from 18.5x to 21.5x derived from the public trading comparable company analysis to comparable financial data for Union Pacific included in the UP management unaudited UP projections

as of June 30, 2025. Wells Fargo calculated a range of illustrative value indications per share for Union Pacific common stock of $226 to $263, in each case rounded to the nearest $1.00. The closing price per share of Union Pacific common stock on the unaffected date fell within this range.

Discounted Cash Flow Analysis

Wells Fargo performed an illustrative discounted cash flow analysis of Union Pacific using the UP management unaudited UP projections to determine an implied present value per share of Union Pacific common stock as of June 30, 2025. Using the UP management unaudited UP projections, which are described in "*Certain Unaudited Prospective Financial Information*", Wells Fargo first calculated the projected after-tax unlevered free cash flows (calculated as Adjusted EBITDA, plus other income, minus cash taxes, minus capital expenditures, minus change in net working capital) for Union Pacific for the six months ending December 31, 2025, and fiscal years 2026 through 2031, respectively, as $3.5 billion, $7.4 billion, $7.8 billion, $8.1 billion, $8.4 billion, $8.7 billion, and $9.1 billion, respectively. Then, Wells Fargo calculated the net present value of the projected after-tax unlevered free cash flows for each of the periods described in the preceding sentence.

Next, Wells Fargo calculated the net present value of the illustrative terminal value of Union Pacific in the fiscal year 2031 by applying a range of terminal value Adjusted EBITDA multiples of 14.0x to 16.0x to estimated Union Pacific Adjusted EBITDA for fiscal year 2031. Wells Fargo selected the terminal value Adjusted EBITDA multiples used in this analysis based on the EV as a multiple of LTM EBITDA of the selected public companies on a weekly basis, which are shown as averages over the preceding five years in the table below, and its experience and professional judgment, including, without limitation, its professional judgment regarding the financial and other characteristics of Union Pacific relative to such selected public companies.

	EV / LTM EBITDA				
Selected Public Company	**Current**	**1-Year Average**	**2-Year Average**	**3-Year Average**	**5-Year Average**
Union Pacific	13.9x	14.6x	14.8x	14.4x	15.1x
Canadian Pacific Kansas City Limited	17.3x	17.7x	18.4x	18.6x	18.1x
Canadian National Railway Company	13.3x	13.9x	14.3x	14.5x	15.5x
CSX Corporation	11.8x	11.7x	11.7x	11.5x	12.4x
Norfolk Southern	11.3x	13.6x	14.8x	13.8x	14.5x
Class I Railroads Average	13.5x	14.3x	14.8x	14.5x	15.1x
Norfolk Southern (as adjusted)	12.9x	14.7x	13.3x	12.7x	13.8x

Wells Fargo discounted the terminal value and the cash flow streams to present values using discount rates ranging from 7.5% to 9.5%. Wells Fargo derived the range of discount rates used in this analysis first by performing a WACC analysis for Union Pacific based on certain financial metrics for Union Pacific and the selected public companies, including betas for the selected public companies, and the assumed cost of debt for Union Pacific and then selected the applied discount rates ranging from 7.5% to 9.5% using its professional judgment as to an illustrative range based on this WACC analysis. Wells Fargo took the range of implied EVs for Union Pacific and calculated a range of implied equity values by subtracting total debt, subtracting finance lease liabilities, adding cash and cash equivalents, and adding minority investments as of June 30, 2025. By dividing this range of implied equity values by the number of fully diluted shares of Union Pacific common stock outstanding as of July 24, 2025, Wells Fargo calculated a range of illustrative value indications per share for Union Pacific common stock of $224 to $288, in each case rounded to the nearest $1.00. The closing price per share of Union Pacific common stock on the unaffected date fell within this range.

Other Information

Wells Fargo observed certain additional factors that were not considered part of Wells Fargo's financial analyses with respect to its opinion but were noted for informational purposes, including the following:

- A 52-week intraday trading range for Union Pacific common stock ending on the unaffected date. During that period, the trading range was $205 to $258 per share of Union Pacific common stock, in each case rounded to the nearest $1.00.
- Future public market trading price targets for Union Pacific common stock based on price target estimates from 22 brokers, ranging from $202 to $275 per share of Union Pacific common stock, in each case rounded to the nearest $1.00, with a median of $262.

Other Matters

Wells Fargo is a trade name of Wells Fargo Securities, LLC, an investment banking subsidiary and affiliate of Wells Fargo & Company. Union Pacific retained Wells Fargo as its financial advisor in connection with the mergers based on Wells Fargo's experience and reputation. Wells Fargo is regularly engaged to provide investment banking and financial advisory services in connection with mergers and acquisitions, financings, and financial restructurings. Union Pacific has agreed to pay Wells Fargo an aggregate fee currently estimated to be approximately $52.5 million, $7.5 million of which became payable upon the execution of the merger agreement, $4 million of which became payable upon the rendering of Wells Fargo's opinion, and the remainder of which is contingent and payable upon the consummation of the mergers. In addition, Union Pacific has agreed to reimburse Wells Fargo for certain expenses and to indemnify Wells Fargo and certain related parties against certain liabilities and other items that may arise out of or relate to Wells Fargo's engagement. The issuance of Wells Fargo's opinion was approved by an authorized committee of Wells Fargo.

Wells Fargo and its affiliates provide a wide range of investment and commercial banking advice and services, including financial advisory services, securities underwritings and placements, securities sales and trading, brokerage advice and services, and commercial loans. During the two years preceding the date of Wells Fargo's written opinion, Wells Fargo and its affiliates have had investment or commercial banking relationships with Union Pacific and Norfolk Southern, for which Wells Fargo and such affiliates received fees for rendering these services of less than $5 million from each of Union Pacific and Norfolk Southern. Such relationships have included acting as joint bookrunner on an offering of debt securities by Union Pacific in February 2025; as joint bookrunner on an offering of debt securities by Norfolk Southern in July 2023, joint lead arranger, agent, and joint bookrunner on offerings of debt securities by Norfolk Southern in January 2024, and as joint bookrunner on an offering or debt securities by Norfolk Southern in April 2025. Wells Fargo or its affiliates are also an agent and a lender to one or more of the credit facilities of Norfolk Southern. Wells Fargo anticipates that it and its affiliates will arrange and/or provide financing to Union Pacific in connection with the mergers for customary compensation. Wells Fargo and its affiliates hold, on a proprietary basis, less than 1% of the outstanding common stock of each of Union Pacific and Norfolk Southern. In the ordinary course of business, Wells Fargo and its affiliates will trade or otherwise effect transactions in the securities or other financial instruments (including bank loans or other obligations) of Union Pacific, Norfolk Southern, and certain of their affiliates for its own account and for the accounts of its customers and, accordingly, will at any time hold a long or short position in such securities or financial instruments. Wells Fargo and its affiliates have adopted policies and procedures designed to preserve the independence of their research and credit analysts whose view may differ from those of the members of the team of investment banking professionals involved in preparing Wells Fargo's opinion.

Opinion of Norfolk Southern's Financial Advisor

Opinion of BofA Securities, Inc.

Norfolk Southern has retained BofA to act as Norfolk Southern's financial advisor in connection with the mergers. BofA is an internationally recognized investment banking firm which is regularly engaged in the

valuation of businesses and securities in connection with mergers and acquisitions, negotiated underwritings, secondary distributions of listed and unlisted securities, private placements and valuations for corporate and other purposes. Norfolk Southern selected BofA to act as Norfolk Southern's financial advisor in connection with the mergers on the basis of BofA's experience in transactions similar to the mergers, its reputation in the investment community and its familiarity with Norfolk Southern and its business.

On July 28, 2025, at a meeting of the Norfolk Southern board held to evaluate the mergers, BofA delivered to the Norfolk Southern board an oral opinion, which was confirmed by delivery of a written opinion dated July 28, 2025, to the effect that, as of the date of the opinion and based on and subject to various assumptions and limitations described in its opinion, the merger consideration to be received by holders of Norfolk Southern common stock (other than the canceled shares and the converted shares) in the mergers, was fair, from a financial point of view, to such holders.

The full text of BofA's written opinion to the Norfolk Southern board, which describes, among other things, the assumptions made, procedures followed, factors considered and limitations on the review undertaken, is attached as Annex D to this joint proxy statement/prospectus and is incorporated by reference herein in its entirety. The following summary of BofA's opinion is qualified in its entirety by reference to the full text of the opinion. BofA delivered its opinion to the Norfolk Southern board for the benefit and use of the Norfolk Southern board (in its capacity as such) in connection with and for purposes of its evaluation of the merger consideration from a financial point of view. BofA's opinion does not address any other aspect of the mergers and no opinion or view was expressed as to the relative merits of the mergers in comparison to other strategies or transactions that might be available to Norfolk Southern or in which Norfolk Southern might engage or as to the underlying business decision of Norfolk Southern to proceed with or effect the mergers. BofA's opinion does not constitute a recommendation to any shareholder as to how to vote or act in connection with the proposed mergers or any related matter.

In connection with rendering its opinion, BofA:

(1) reviewed certain publicly available business and financial information relating to Norfolk Southern and Union Pacific;

(2) reviewed certain internal financial and operating information with respect to the business, operations and prospects of Norfolk Southern furnished to or discussed with BofA by the management of Norfolk Southern, including certain financial forecasts relating to Norfolk Southern prepared by the management of Norfolk Southern, referred to herein as the Norfolk Southern management forecasts, which includes the Norfolk Southern management unaudited Norfolk Southern projections;

(3) reviewed certain internal financial and operating information with respect to the business, operations and prospects of Union Pacific furnished to or discussed with BofA by the management of Union Pacific, including the UP management unaudited UP projections, which includes the Norfolk Southern management view of the UP management unaudited UP projections;

(4) reviewed certain estimates as to the amount and timing of cost savings and revenue enhancements, referred to herein as synergies, anticipated by Norfolk Southern and Union Pacific management to result from the mergers;

(5) discussed the past and current business, operations, financial condition and prospects of Norfolk Southern with members of senior managements of Norfolk Southern and Union Pacific, and discussed the past and current business, operations, financial condition and prospects of Union Pacific with members of Norfolk Southern and Union Pacific senior management;

(6) reviewed the potential pro forma financial impact of the mergers on the future financial performance of Union Pacific, including the potential effect on Union Pacific's estimated earnings per share;

(7) reviewed the trading histories for Norfolk Southern common stock and Union Pacific common stock and a comparison of such trading histories with each other and with the trading histories of other companies BofA deemed relevant;

(8) compared certain financial and stock market information of Norfolk Southern and Union Pacific with similar information of other companies BofA deemed relevant;

(9) compared certain financial terms of the mergers to financial terms, to the extent publicly available, of other transactions BofA deemed relevant;

(10) reviewed the relative financial contributions of Norfolk Southern and Union Pacific to the future financial performance of the combined company on a pro forma basis;

(11) reviewed a draft, dated July 28, 2025, of the merger agreement, referred to herein as the draft merger agreement; and

(12) performed such other analyses and studies and considered such other information and factors as BofA deemed appropriate.

In arriving at its opinion, BofA assumed and relied upon, without independent verification, the accuracy and completeness of the financial and other information and data publicly available or provided to or otherwise reviewed by or discussed with it and relied upon the assurances of Norfolk Southern and Union Pacific management that they were not aware of any facts or circumstances that would make such information or data inaccurate or misleading in any material respect. With respect to the Norfolk Southern management unaudited Norfolk Southern projections, BofA was advised by Norfolk Southern, and assumed, that they were reasonably prepared on bases reflecting the best currently available estimates and good faith judgments of Norfolk Southern management as to the future financial performance of Norfolk Southern. With respect to the Norfolk Southern management view of the UP management unaudited projections and synergies, BofA was advised by Norfolk Southern, and assumed, with Norfolk Southern's consent, that they were reasonably prepared on bases reflecting the best currently available estimates and good faith judgments of Union Pacific management as to the future financial performance of Union Pacific and other matters covered thereby. BofA also relied, at the direction of Norfolk Southern, on the assessments of Norfolk Southern and Union Pacific management, respectively, as to Union Pacific's ability to achieve the synergies and was advised by Norfolk Southern and Union Pacific, and assumed, with the consent of Norfolk Southern, that the synergies would be realized in the amounts and at the times projected. BofA did not make or was not provided with any independent evaluation or appraisal of the assets or liabilities (contingent or otherwise) of Norfolk Southern or Union Pacific, nor did it make any physical inspection of the properties or assets of Norfolk Southern or Union Pacific. BofA did not evaluate the solvency or fair value of Norfolk Southern or Union Pacific under any state, federal or other laws relating to bankruptcy, insolvency or similar matters. BofA assumed, at the direction of Norfolk Southern, that the mergers would be consummated in accordance with the terms set forth in the merger agreement, without waiver, modification or amendment of any material term, condition or other agreement contemplated therein or thereby and that, in the course of obtaining the necessary governmental, regulatory and other approvals, consents, releases and waivers for the mergers, no delay, limitation, restriction or condition, including any divestiture requirements or amendments or modifications, would be imposed that would have an adverse effect on Norfolk Southern, Union Pacific or the contemplated benefits of the mergers, in each case, in any respect material to BofA's analyses or opinion. BofA also assumed, at the direction of Norfolk Southern, that (i) the mergers would qualify for federal income tax purposes as a reorganization under the provisions of Section 368(a) of the Internal Revenue Code of 1986, as amended and (ii) the final executed merger agreement would not differ in any material respect from the draft merger agreement reviewed by BofA.

BofA expressed no view or opinion as to any terms or other aspects of the mergers (other than the merger consideration to the extent expressly specified in its opinion), including, without limitation, the form or structure of the mergers. BofA's opinion was limited to the fairness, from a financial point of view, of the merger consideration to be received by the holders of Norfolk Southern common stock (other than the canceled shares and the converted shares) in the mergers and no opinion or view was expressed with respect to any consideration received in connection with the mergers by the holders of any other class of securities, creditors or other constituencies of any party. In addition, no opinion or view was expressed with respect to the fairness (financial or otherwise) of the amount, nature or any other aspect of any compensation to any of the officers, directors or

employees of any party to the mergers, or class of such persons, relative to the merger consideration. Furthermore, no opinion or view was expressed as to the relative merits of the mergers in comparison to other strategies or transactions that might be available to Norfolk Southern or in which Norfolk Southern might engage or as to the underlying business decision of Norfolk Southern to proceed with or effect the mergers. BofA did not express any opinion as to what the value of Union Pacific common stock actually would be when issued or the prices at which Norfolk Southern common stock or Union Pacific common stock would trade at any time, including following announcement or consummation of the mergers. In addition, BofA expressed no opinion or recommendation as to how any shareholder should vote or act in connection with the mergers or any related matter. Except as described above, Norfolk Southern imposed no other limitations on the investigations made or procedures followed by BofA in rendering its opinion.

BofA's opinion was necessarily based on financial, economic, monetary, market and other conditions and circumstances as in effect on, and the information made available to BofA as of, the date of its opinion. BofA indicated in its written opinion that, as of the date of the opinion, the credit, financial and stock markets had been experiencing unusual volatility and BofA expressed no opinion or view as to any potential effects of such volatility on Norfolk Southern, Union Pacific or the mergers. It should be understood that subsequent developments may affect its opinion, and BofA does not have any obligation to update, revise or reaffirm its opinion. The issuance of BofA's opinion was approved by a fairness opinion review committee of BofA.

The following represents a brief summary of the material financial analyses presented by BofA to the Norfolk Southern board in connection with its opinion. **The financial analyses summarized below include information presented in tabular format. In order to fully understand the financial analyses performed by BofA, the tables must be read together with the text of each summary. The tables alone do not constitute a complete description of the financial analyses performed by BofA. Considering the data set forth in the tables below without considering the full narrative description of the financial analyses, including the methodologies and assumptions underlying the analyses, could create a misleading or incomplete view of the financial analyses performed by BofA.**

Summary of Norfolk Southern Financial Analyses.

Selected Publicly Traded Companies Analysis. BofA reviewed publicly available financial and stock market information for Norfolk Southern and the following four publicly traded companies in the rail transportation industry:

- Union Pacific Corporation
- Canadian Pacific Kansas City Limited
- Canadian National Railway Company
- CSX Corporation

BofA reviewed, among other things, enterprise values of the selected publicly traded companies, calculated as equity values based on closing stock prices on July 16, 2025, the last trading day before public speculation that Union Pacific was pursuing an acquisition of Norfolk Southern, plus total debt and non-controlling interests, less cash, cash equivalents and investments, as a multiple of calendar years 2025 and 2026 estimated adjusted earnings before interest, taxes, depreciations and amortization, which is referred to as Adjusted EBITDA. BofA also reviewed per share equity values, based on closing stock prices on July 16, 2025, of the selected publicly traded companies as a multiple of calendar years 2025 and 2026 adjusted earnings per share, which is referred to as Adjusted EPS. Financial data of the selected publicly traded companies were based on public filings and publicly available research analysts' estimates.

The results of BofA's analysis were presented for the selected publicly traded companies, as indicated in the following table:

Selected Publicly Traded Companies	EV / 2025E Adj. EBITDA	EV / 2026E Adj. EBITDA	Price / 2025E Adj. EPS	Price / 2026E Adj. EPS
Union Pacific Corporation	13.2x	12.4x	19.9x	17.9x
Canadian Pacific Kansas City Limited	15.6x	14.3x	23.3x	20.3x
Canadian National Railway Company	12.3x	11.5x	18.2x	16.4x
CSX Corporation	12.1x	11.2x	20.2x	17.3x

BofA then (i) applied a range of multiples of 12.00x to 14.00x, derived from the selected publicly traded companies, to Norfolk Southern's calendar year 2025 estimated Adjusted EBITDA and applied a range of multiples of 18.50x to 21.50x, derived from the selected publicly traded companies, to Norfolk Southern's calendar year 2025 estimated Adjusted EPS and (ii) applied a range of multiples of 11.00x to 13.00x, derived from the selected publicly traded companies, to Norfolk Southern's calendar year 2026 estimated Adjusted EBITDA and applied a range of multiples of 17.00x to 20.00x, derived from the selected publicly traded companies, to Norfolk Southern's calendar year 2026 estimated Adjusted EPS to determine implied per share equity values for Norfolk Southern (rounded to the nearest $0.25). Estimated financial data of the selected publicly traded companies were based on publicly available research analysts' estimates, and estimated financial data of Norfolk Southern were based on the Norfolk Southern management unaudited Norfolk Southern projections. This analysis indicated the following approximate implied equity value reference ranges per share of Norfolk Southern common stock, as compared to the implied value of the merger consideration, calculated by adding the $88.82 in cash consideration to $231.18, the implied value of the one share of Union Pacific common stock included in the merger consideration based on the closing price of Union Pacific common stock on July 16, 2025 (which is referred to, solely for purposes of this summary of BofA's opinion, as the implied consideration value):

Implied Equity Value Reference Range Per Share of Norfolk Southern Common Stock				Implied Consideration Value
2025E Adj. EBITDA	2026E Adj. EBITDA	2025E Adj. EPS	2026E Adj. EPS	
$252.50 - $304.25	$247.50 - $302.75	$234.50 - $272.50	$240.75 - $283.25	$320.00

No company used in this analysis is identical or directly comparable to Norfolk Southern. Accordingly, an evaluation of the results of this analysis is not entirely mathematical. Rather, this analysis involves complex considerations and judgments concerning differences in financial and operating characteristics and other factors that could affect the public trading or other values of the companies to which Norfolk Southern was compared.

Selected Precedent Transactions Analysis. BofA reviewed, to the extent publicly available, financial information relating to the following twenty (20) selected transactions involving companies in the rail transportation industry. For each of these transactions, BofA reviewed transaction values, calculated as the enterprise value implied for the target company based on the consideration payable in the selected transaction (with the full transaction value implied for transactions with less than 100% being acquired), as multiples of the target company's Adjusted EBITDA, for the last twelve months for the year in which the applicable transaction was announced except with respect to the Glencore Rail/Genesee & Wyoming Australia and the Genesee & Wyoming Australia/Macquarie Infrastructure & Real Assets transactions, where, in each case, such multiple was based on the estimated Adjusted EBITDA for the twelve months following the announcements each made in October 2016, and based on publicly available information at that time (such multiples are referred to in this section as TEV/LTM Adjusted EBITDA). Financial data relating to each of the selected transactions was based on publicly available information at the time of announcement of the relevant transaction.

Date Announced	Target	Acquiror	TEV/LTM Adj. EBITDA
09/21	Kansas City Southern	Canadian Pacific Railway Limited	21.2x
07/19	Genesee & Wyoming Inc.	Brookfield Infrastructure Partners L.P. / GIC Pte. Ltd.	13.4x
03/17	Florida East Coast Railway Holdings Corp.	GMéxico Transportes S.A. de C.V.	13.6x
10/16	Glencore Rail (NSW) Pty Limited	Genesee & Wyoming Australia Pty Ltd	11.4x
10/16	Genesee & Wyoming Australia Pty Ltd. (49%)	Macquarie Infrastructure and Real Assets	11.2x
03/16	Pacific National Holdings Pty Ltd.	Rail Consortium(1)	10.3x
02/15	Freightliner Group Limited (95%)	Genesee & Wyoming Inc.	9.5x
07/12	RailAmerica, Inc.	Genesee & Wyoming Inc.	10.3x
11/09	Burlington Northern Santa Fe Corp.	Berkshire Hathaway Inc.	8.8x
09/07	Dakota, Minnesota & Eastern Railroad Corporation	Canadian Pacific Railway Limited	15.2x
11/06	RailAmerica, Inc.	Fortress Investment Group LLC	11.7x
08/05	Patrick Corporation	Toll Holding Ltd.	15.0x
12/04	Transportacion Ferroviaria Mexicana, S.A. de C.V. (51%)	Kansas City Southern	6.1x
11/03	BC Rail Ltd.	Canadian National Railway Company	14.4x
01/01	Wisconsin Central Ltd.	Canadian National Railway Company	9.8x
02/98	Illinois Central Corp.	Canadian National Railway Company	11.4x
04/97	Conrail Inc.	CSX Corp./Norfolk Southern Corporation	12.1x
08/95	Southern Pacific Rail Corp.	Union Pacific Corp.	12.3x
03/95	Chicago and North Western Holdings Corporation	Union Pacific Corp.	8.4x
06/94	Santa Fe Pacific Corporation	Burlington Northern Inc.	7.2x

(1) Rail Consortium consists of CPP Investments Limited (33%), Global Infrastructure Partners Inc. (27%), China Investment Corporation (16%), GIC Pte Ltd. (12%) and British Columbia Investment Management Corporation (12%).

Based on BofA's review of the TEV/LTM Adjusted EBITDA multiples for the selected transactions, BofA applied a TEV/LTM Adjusted EBITDA multiple reference range of 12.00x to 16.00x to Norfolk Southern's Adjusted EBITDA for the twelve-month period ended June 30, 2025. BofA then calculated an implied equity value reference range per share of Norfolk Southern common stock. This analysis indicated the following approximate implied equity value reference range per share of Norfolk Southern common stock (rounded to the nearest $0.25), as compared to the implied consideration value:

Implied Equity Value Reference Range Per Share of Norfolk Southern Common Stock	Implied Consideration Value
$244.25 - $344.75	$320.00

No company, business or transaction used in this analysis is identical or directly comparable to Norfolk Southern or the mergers. Accordingly, an evaluation of the results of this analysis is not entirely mathematical. Rather, this analysis involves complex considerations and judgments concerning differences in financial and operating characteristics and other factors that could affect the acquisition or other values of the companies, business segments or transactions to which Norfolk Southern and the mergers were compared.

Discounted Cash Flow Analysis. BofA performed a discounted cash flow analysis of Norfolk Southern to calculate the estimated present value of the standalone unlevered, after-tax free cash flows that Norfolk Southern was forecasted to generate during the six-month period ending December 31, 2025 and for the fiscal years 2026 through 2030 based on the Norfolk Southern management unaudited Norfolk Southern projections. BofA calculated terminal values for Norfolk Southern by applying terminal multiples of 11.00x to 13.00x to Norfolk Southern's fiscal year 2030 estimated Adjusted EBITDA. The cash flows and terminal values were then discounted to present value as of June 30, 2025, assuming a mid-year convention for cash flows, using discount

rates ranging from 8.50% to 10.00%, which were based on an estimate of Norfolk Southern's weighted average cost of capital. This analysis indicated the following approximate implied equity value reference range per share of Norfolk Southern common stock (rounded to the nearest $0.25), as compared to the implied consideration value:

Implied Equity Value Reference Range Per Share of Norfolk Southern Common Stock	Implied Consideration Value
$249.75 - $317.75	$320.00

Other Factors.

BofA also noted certain additional factors that were not considered part of its financial analyses with respect to its opinion but were referenced for informational purposes, including, among other things the following:

- *52-Week Trading Range*. BofA reviewed the trading range of the shares of Norfolk Southern common stock for the 52-week period ended July 16, 2025, which was $206.34 to $277.00.
- *Wall Street Analysts Price Targets*. BofA reviewed eighteen (18) publicly available equity research analyst price targets for the shares of Norfolk Southern common stock available as of July 16, 2025, which indicated low to high price targets for Norfolk Southern common stock of $174.00 to $300.00 and a present value of $157.50 to $271.50 (each rounded to the nearest $0.25) when discounted by one year at Norfolk Southern's mid-point cost of equity of 10.5%, derived using the capital asset pricing model.
- *Present Value of Future Stock Price*. BofA calculated a range of present values of Norfolk Southern future stock prices including present value of cumulative dividends discounted back to July 25, 2025 by using Norfolk Southern's estimated fiscal year 2030 Adjusted EPS based on the Norfolk Southern management unaudited Norfolk Southern projections, a range of price to next twelve months Adjusted EPS multiples of 19.0x to 21.0x and Norfolk Southern's estimated mid-point cost of equity of 10.5%, as well as the expected future dividend payments as provided by Norfolk Southern management, which indicated a range of implied present values of future stock prices of Norfolk Southern common stock of $277.50 per share to $306.25 per share, in each case rounded to the nearest $0.25 per share. Multiples used were based on BofA's professional judgment and experience as well as observable historical trading data of Norfolk Southern and selected publicly traded companies.

Summary of Union Pacific Financial Analyses.

Selected Publicly Traded Companies Analysis. BofA reviewed publicly available financial and stock market information for Union Pacific and the following four publicly traded companies in the rail transportation industry:

- Canadian Pacific Kansas City Limited
- Canadian National Railway Company
- CSX Corporation
- Norfolk Southern Corporation

BofA reviewed, among other things, enterprise values of the selected publicly traded companies, calculated as equity values based on closing stock prices on July 16, 2025, plus total debt and non-controlling interests, less cash, cash equivalents and investments, as a multiple of calendar years 2025 and 2026 estimated Adjusted EBITDA. BofA also reviewed the closing stock prices of the selected publicly traded companies on July 16, 2025, as a multiple of calendar years 2025 and 2026 estimated Adjusted EPS. Financial data of the selected companies were based on public filings and publicly available research analysts' estimates as of July 16, 2025.

The results of BofA's analysis were presented for the selected publicly traded companies, as indicated in the following table:

Selected Publicly Traded Companies	EV / 2025E Adj. EBITDA	EV / 2026E Adj. EBITDA	Price / 2025E Adj. EPS	Price / 2026E Adj. EPS
Canadian Pacific Kansas City Limited	15.6x	14.3x	23.3x	20.3x
Canadian National Railway Company	12.3x	11.5x	18.2x	16.4x
CSX Corporation	12.1x	11.2x	20.2x	17.3x
Norfolk Southern Corporation	12.3x	11.5x	20.6x	18.2x

BofA then (i) applied a range of multiples of 13.00x to 15.00x, derived from the selected publicly traded companies, to Union Pacific's calendar year 2025 estimated Adjusted EBITDA and applied a range of multiples of 19.50x to 22.50x, derived from the selected publicly traded companies, to Union Pacific's calendar year 2025 estimated Adjusted EPS and (ii) applied a range of multiples of 12.00x to 14.00x, derived from the selected publicly traded companies, to Union Pacific's calendar year 2026 estimated Adjusted EBITDA and applied a range of multiples of 18.00x to 21.00x, derived from the selected publicly traded companies, to Union Pacific's calendar year 2026 estimated Adjusted EPS to determine implied per share equity values for Union Pacific (rounded to the nearest $0.25). This analysis indicated the following approximate implied equity value reference ranges per share of Union Pacific common stock as compared to the closing price of Union Pacific common stock on July 16, 2025, of $231.18:

Implied Equity Value Reference Range Per Share of Union Pacific Common Stock			
2025E Adj. EBITDA	2026E Adj. EBITDA	2025E Adj. EPS	2026E Adj. EPS
$220.50 - $261.75	$215.75 - $259.75	$231.00 - $266.75	$226.25 - $264.00

No company used in this analysis is identical or directly comparable to Union Pacific. Accordingly, an evaluation of the results of this analysis is not entirely mathematical. Rather, this analysis involves complex considerations and judgments concerning differences in financial and operating characteristics and other factors that could affect the public trading or other values of the companies to which Union Pacific was compared.

Discounted Cash Flow Analysis. BofA performed a discounted cash flow analysis of Union Pacific to calculate the estimated present value of the standalone unlevered, after-tax free cash flows that Union Pacific was forecasted to generate during the six-month period ending December 31, 2025 and for the fiscal years 2026 through 2031 based on the Norfolk Southern management view of the UP management unaudited projections. BofA calculated terminal values for Union Pacific by applying terminal multiples of 12.00x to 14.00x to Union Pacific's fiscal year 2031 estimated Adjusted EBITDA. The cash flows and terminal values were then discounted to present value as of June 30, 2025, assuming a mid-year convention for cash flows, using discount rates ranging from 8.50% to 10.00%, which were based on an estimate of Union Pacific's weighted average cost of capital. This analysis indicated the following approximate implied equity value reference range per share of Union Pacific common stock (rounded to the nearest $0.25), as compared to the closing price of Union Pacific common stock on July 16, 2025, of $231.18:

Implied Equity Value Reference Range Per Share of Union Pacific Common Stock
$190.50 - $241.25

Other Factors

BofA also noted certain additional factors that were not considered part of its financial analyses with respect to its opinion but were referenced for informational purposes, including, among other things the following:

- *52-Week Trading Range.* BofA reviewed the trading range of the shares of Union Pacific common stock for the 52-week period ended July 16, 2025, which was $208.27 to $256.09.

- *Wall Street Analysts Price Targets.* BofA reviewed eighteen (18) publicly available equity research analyst price targets for the Union Pacific common stock available as of July 16, 2025, which indicated low to high price targets for Union Pacific common stock of $202.00 to $275.00 and a present value of $183.50 to $249.75 (each rounded to the nearest $0.25) when discounted by one year at Union Pacific's mid-point cost of equity of 10.1%, derived using the capital asset pricing model.

Summary of Material Pro Forma Financial Analysis

Has/Gets Analysis

BofA performed a has/gets analysis to calculate the theoretical change in the aggregate equity value of Norfolk Southern common stock resulting from the mergers based on a comparison of (i) the 100% ownership by holders of Norfolk Southern common stock on a standalone basis and (ii) the pro forma ownership by holders of Norfolk Southern common stock of Union Pacific common stock after giving effect to the mergers.

For the aggregate equity value of Norfolk Southern common stock on a standalone basis, BofA used the reference range obtained in its discounted cash flow analysis described above under "*Summary of Material Financial Analyses of Norfolk Southern - Discounted Cash Flow Analysis*." BofA then performed the same analysis by calculating the range of implied aggregate equity values allocable to holders of Norfolk Southern common stock on a pro forma basis, giving effect to the mergers, by assuming approximately 27.5% pro forma ownership, based on the number of shares of Union Pacific common stock estimated to be issued to holders of Norfolk Southern common stock in the mergers, utilizing the results of the standalone discounted cash flow analyses for Norfolk Southern and Union Pacific described above under "*Summary of Material Financial Analyses of Norfolk Southern - Discounted Cash Flow Analysis*" and under "*Summary of Material Financial Analyses of Union Pacific - Discounted Cash Flow Analysis*," and taking into account the net present value of the synergies as of June 30, 2025, using a discount rate of 8.5% to 10.0% based on BofA's professional judgment and experience. BofA then compared these implied equity value reference ranges, which were further adjusted by an estimated additional net debt from the mergers and $88.82 per share cash consideration, to the implied equity value reference ranges derived for Norfolk Southern on a standalone basis utilizing the results of the standalone discounted cash flow analysis of Norfolk Southern described above.

This analysis yielded the following implied aggregate equity value reference ranges for Norfolk Southern common stock on a standalone basis and on a pro forma basis:

	Aggregate Equity Value Reference Ranges for Norfolk Southern common stock (in millions)
Standalone	$ 56,223 - $71,566
Pro Forma	$ 69,513 - $74,606

Miscellaneous

As noted above, the discussion set forth above is a summary of the material financial analyses presented by BofA to the Norfolk Southern board in connection with its opinion and is not a comprehensive description of all analyses undertaken by BofA in connection with its opinion. The preparation of a financial opinion is a complex analytical process involving various determinations as to the most appropriate and relevant methods of financial analysis and the application of those methods to the particular circumstances and, therefore, a financial opinion is not readily susceptible to partial analysis or summary description. BofA believes that its analyses summarized above must be considered as a whole. BofA further believes that selecting portions of its analyses and the factors considered or focusing on information presented in tabular format, without considering all analyses and factors or the narrative description of the analyses, could create a misleading or incomplete view of the processes underlying its analyses and opinion. The fact that any specific analysis has been referred to in the summary above is not meant to indicate that such analysis was given greater weight than any other analysis referred to in the summary.

In performing its analyses, BofA considered industry performance, general business and economic conditions and other matters, many of which are beyond the control of Norfolk Southern and Union Pacific. The estimates of the future performance of Norfolk Southern and Union Pacific in or underlying BofA's analyses are not necessarily indicative of actual values or actual future results, which may be significantly more or less favorable than those estimates or those suggested by BofA's analyses. These analyses were prepared solely as part of BofA's analysis of the fairness, from a financial point of view, of the merger consideration and were provided to the Norfolk Southern board in connection with the delivery of BofA's opinion. The analyses do not purport to be appraisals or to reflect the prices at which a company might actually be sold or the prices at which any securities have traded or may trade at any time in the future. Accordingly, the estimates used in, and the ranges of valuations resulting from, any particular analysis described above are inherently subject to substantial uncertainty and should not be taken to be BofA's view of the actual values of Norfolk Southern or Union Pacific.

The type and amount of consideration payable in the mergers was determined through negotiations between Norfolk Southern and Union Pacific, rather than by any financial advisor, and was approved by the Norfolk Southern board. The decision of Norfolk Southern to enter into the merger agreement was solely that of the Norfolk Southern board. As described above, BofA's opinion and analyses were only one of many factors considered by the Norfolk Southern board in its evaluation of the proposed mergers and should not be viewed as determinative of the views of the Norfolk Southern board or management with respect to the mergers or the merger consideration.

Norfolk Southern has agreed to pay BofA for its services in connection with the mergers an aggregate fee, which is currently estimated, based on the information available as of the date of announcement, to be approximately $130 million, $7.5 million of which was payable upon the rendering of its opinion and the remainder of which is payable upon the closing of the mergers. Norfolk Southern also has agreed to reimburse BofA for its expenses incurred in connection with BofA's engagement and to indemnify BofA, any controlling person of BofA and each of their respective directors, officers, employees, agents and affiliates against specified liabilities, including liabilities under the federal securities laws.

BofA and its affiliates comprise a full service securities firm and commercial bank engaged in securities, commodities and derivatives trading, foreign exchange and other brokerage activities, and principal investing as well as providing investment, corporate and private banking, asset and investment management, financing and financial advisory services and other commercial services and products to a wide range of companies, governments and individuals. In the ordinary course of their businesses, BofA and its affiliates invest on a principal basis or on behalf of customers or manage funds that invest, make or hold long or short positions, finance positions or trade or otherwise effect transactions in the equity, debt or other securities or financial instruments (including derivatives, bank loans or other obligations) of Norfolk Southern, Union Pacific and certain of their respective affiliates.

BofA and its affiliates in the past have provided, currently are providing, and in the future may provide investment banking, commercial banking and other financial services to Norfolk Southern and its affiliates and have received or in the future may receive compensation for the rendering of these services, including (i) having acted or acting as financial advisor to Norfolk Southern in connection with shareholder activism, (ii) having acted as manager or underwriter for certain debt offerings of Norfolk Southern, (iii) having acted or acting as co-lead arranger, joint bookrunner for, and/or lender under, certain letters of credit, leasing and other credit facilities of Norfolk Southern and (iv) having provided or providing certain treasury management services and products to Norfolk Southern. From July 1, 2023 through June 30, 2025, BofA and its affiliates derived aggregate revenues from Norfolk Southern and its affiliates of approximately $16 million for investment and corporate banking services.

In addition, BofA and its affiliates in the past have provided, currently are providing, and in the future may provide investment banking, commercial banking and other financial services to Union Pacific and its affiliates and have received or in the future may receive compensation for the rendering of these services, including (i) having acted as manager or underwriter for certain debt offerings of Union Pacific, (ii) having acted or acting

as co-lead arranger, joint bookrunner for, and/or lender under, certain leasing and other credit facilities of Union Pacific and (iii) having provided or providing certain treasury management services and products to Union Pacific. From July 1, 2023 through June 30, 2025, BofA and its affiliates derived aggregate revenues from Union Pacific and its affiliates of approximately $8 million for investment and corporate banking services.

As of the date of its written opinion, BofA and its affiliates were working with Union Pacific and its affiliates on one or more investment and corporate banking matters unrelated to the mergers and BofA believes, based on the information available to it as of the date of its written opinion, that the aggregate revenues BofA and its affiliates will derive from Union Pacific and its affiliates for those concurrent investment and corporate banking services will be materially less than the aggregate fee payable by Norfolk Southern to BofA for its services in connection with the mergers. In addition, in the ordinary course of its respective businesses, BofA and its affiliates (including members of BofA's deal team working with Norfolk Southern on the merger) have pitched, are currently pitching, and/or will continue to pitch, additional investment and corporate banking services unrelated to the mergers to Union Pacific and its affiliates, but how much, if any, additional investment and corporate banking business and revenues will result from those efforts is subject to numerous factors beyond the control of BofA and its affiliates

As of the close of trading on July 28, 2025, the date of BofA's written opinion, BofA and its affiliates held on a non-fiduciary basis (i) outstanding common stock of Norfolk Southern having a market value of approximately $108 million as of such date, representing less than 0.5% of the outstanding common stock of Norfolk Southern as of such date and (ii) outstanding common stock of Union Pacific having a market value of approximately $283 million as of such date, representing less than 0.5% of the outstanding common stock of Union Pacific as of such date. BofA disclosed its holdings in a non-fiduciary capacity in Norfolk Southern common stock and Union Pacific common stock to the Norfolk Southern board prior to the delivery of its written opinion.

Governance of Union Pacific After the Mergers

Board of Directors. At the first effective time, the parties will take all actions to designate and appoint three (3) directors of Norfolk Southern, to become members of the Union Pacific board. The designees will be determined by the Union Pacific board, except that the designees will include Mark R. George, the current President and Chief Executive Officer of Norfolk Southern, and Richard H. Anderson, the current Chairman of the Norfolk Southern board, in each case, so long as each is qualified, and willing and suitable to serve as a director under all applicable corporate governance policies and guidelines as reviewed and determined reasonably and in good faith by the Corporate Governance, Nominating and Sustainability Committee of the Union Pacific board.

Interests of Directors and Executive Officers in the Mergers

Interests of Union Pacific Directors and Executive Officers in the Mergers

Union Pacific shareholders should be aware that Union Pacific's directors and executive officers have interests in the mergers that may be different from, or in addition to, those of Union Pacific shareholders generally. The Union Pacific board was aware of these interests and considered them, among other matters, in approving the merger agreement and making its recommendation that the Union Pacific shareholders vote **"FOR"** the share issuance proposal. See "*The Mergers-Union Pacific Reasons for the Mergers; Recommendation of the Union Pacific Board of Directors*."

These interests include the following:

- the members of the Union Pacific board will remain on the Union Pacific board;
- Michael R. McCarthy, the Chairman of the Union Pacific board will remain as the Chairman of the Union Pacific board; and
- the executive officers of Union Pacific will remain the executive officers of the combined company.

None of Union Pacific's directors or executive officers are party to or participates in any plan, program, or arrangement that provides such director or executive officer with any kind of compensation that is based on or otherwise related to the completion of the mergers.

The information set forth above in this section is intended to comply with Item 402(t) of Regulation S-K under the Securities Act, which is referred to as the Securities Act, as it relates to the disclosure of certain information about compensation for Union Pacific's named executive officers that is based on or otherwise relates to the completion of the mergers.

Interests of Norfolk Southern Directors and Executive Officers in the Mergers

In considering the recommendation of the Norfolk Southern board to vote to approve the merger agreement proposal, holders of Norfolk Southern common stock should be aware that the directors and executive officers of Norfolk Southern may have interests in the mergers that are different from, or in addition to, the interests of holders of Norfolk Southern common stock generally and that may create potential conflicts of interest. The Norfolk Southern board was aware of these interests and considered them, among other matters, in evaluating and negotiating the merger agreement and approving the merger agreement, and in recommending to holders of Norfolk Southern common stock that they vote to approve the merger agreement proposal.

These interests are described in more detail below, and certain of them are quantified in the narrative below, including compensation that may become payable in connection with the mergers to Norfolk Southern's named executive officers (which is the subject of a non-binding advisory vote of Norfolk Southern shareholders). For more information, please see the section of this proxy statement entitled "Proposal 2: The Merger-Related Compensation Proposal." The mergers will constitute a "change in control" for purposes of the Norfolk Southern executive compensation plans and agreements described below.

For purposes of this disclosure, Norfolk Southern's named executive officers who have interests in the mergers are:

- Mark R. George-*President and Chief Executive Officer*
- Jason A. Zampi-*Executive Vice President and Chief Financial Officer*
- John F. Orr-*Executive Vice President and Chief Operating Officer*
- Anil Bhatt-*Executive Vice President and Chief Information & Digital Officer*
- Claude E. Elkins-*Executive Vice President and Chief Commercial Officer*

In accordance with SEC rules, this disclosure also covers individuals who are not named executive officers, who served as executive officers of Norfolk Southern at any time since January 1, 2024 and who have interests in the mergers. Accordingly, for purposes of this disclosure, Norfolk Southern's executive officers who are not named executive officers are:

- Ann A. Adams, *Chief Human Resources Officer*
- Claiborne L. Moore, *Vice President and Controller*

For purposes of this disclosure, Norfolk Southern's non-employee directors are: Richard H. Anderson, William Clyburn, Jr., Philip S. Davidson, Francesca A. DeBiase, Marcela E. Donadio, Sameh Fahmy, Mary Kathryn "Heidi" Heitkamp, John C. Huffard, Jr., Christopher T. Jones, Gilbert H. Lamphere, and Lori J. Ryerkerk.

Certain Assumptions

Except as otherwise specifically noted, for purposes of quantifying the potential payments and benefits described in this section, the following assumptions were used:

- the first effective time will occur on September 11, 2025 (which is the assumed date of the first effective time solely for purposes of the disclosure in this section);
- each of Norfolk Southern's executive officers will experience a "Termination" under his or her change in control agreement at such time and a termination without "cause" or for "good reason" under his or her equity award agreements;
- the relevant price per share of Norfolk Southern common stock is $277.43 (the average closing market price of Norfolk Southern common stock over the first five (5) business days following the public announcement of the merger on July 29, 2025);
- the Norfolk Southern equity awards will be amended to provide for double trigger vesting (as described below) prior to the first effective time; and
- performance goals applicable to unvested Norfolk Southern PSUs are deemed achieved at the first effective time below the threshold level of performance with respect to performance cycle 2023-2025 and at the target level of performance with respect to performance cycles 2024-2026 and 2025-2027.

The amounts indicated below are estimates based on multiple assumptions that may or may not actually occur or be accurate on the relevant date, including the assumptions described above, and do not reflect certain compensation actions that may occur before completion of the mergers.

Treatment of Outstanding Equity Awards

Norfolk Southern Stock Options

Each Norfolk Southern stock option that is outstanding immediately prior to the first effective time (including each Norfolk Southern stock option held by an executive officer) will, as of the first effective time, automatically and without any action on the part of the holder thereof, be assumed and converted into (or canceled and replaced by) an option to purchase shares of Union Pacific common stock (i) with respect to a number of shares of Union Pacific common stock equal to the product of (a) the number of shares of Norfolk Southern common stock subject to the corresponding Norfolk Southern stock option immediately prior to the first effective time multiplied by (b) the equity award exchange ratio (rounded down to the nearest whole number of shares), and (ii) with a per share exercise price that is equal to the quotient of (a) the exercise price per share of Norfolk Southern common stock of the corresponding Norfolk Southern stock option immediately prior to the first effective time divided by (b) the equity award exchange ratio (rounded up to the nearest cent), with the same terms and conditions that applied to the corresponding Norfolk Southern stock option immediately prior to the first effective time (including, without limitation, payment of quarterly dividend equivalents).

Norfolk Southern RSUs

Each Norfolk Southern RSU that is outstanding as of immediately prior to the first effective time will, as of the first effective time, automatically and without any action on the part of the holder thereof (i) if such Norfolk Southern RSU is vested (including each vested Norfolk Southern RSU held by a nonemployee director) or becomes vested at the first effective time pursuant to its terms as in effect as of the date of the merger agreement, be canceled and converted into the right to receive an amount in cash (without interest) equal to the merger consideration value multiplied by the total number of shares of Norfolk Southern common stock subject to such Norfolk Southern RSU immediately prior to the first effective time, or (ii) if such Norfolk Southern RSU is not covered by clause (i) (including each Norfolk Southern RSU held by an executive officer), be assumed and converted into (or canceled and replaced by) a Union Pacific stock unit award, relating to a number of shares of

Union Pacific common stock equal to the product, rounded to the nearest whole number of shares, of (a) the number of shares of Norfolk Southern common stock subject to such Norfolk Southern RSU immediately prior to the first effective time, and (b) the equity award exchange ratio, with the same terms and conditions that applied to such Norfolk Southern RSU immediately prior to the first effective time (including, without limitation, payment of quarterly dividend equivalents).

Norfolk Southern PSUs

Each Norfolk Southern PSU that is outstanding as of immediately prior to the first effective time (including each Norfolk Southern PSU held by an executive officer) will, as of the first effective time, automatically and without any action on the part of the holder thereof, be assumed and converted into (or canceled and replaced by) a Union Pacific stock unit award, relating to a number of shares of Union Pacific common stock equal to the product, rounded to the nearest whole number of shares, of (i) the number of shares of Norfolk Southern common stock subject to such Norfolk Southern PSU immediately prior to the first effective time (with such number of shares of Norfolk Southern common stock determined based upon the greater of (a) the target level of performance and (b) the actual level of performance calculated as of the latest practicable date prior to the first effective time as determined reasonably and in good faith by the Compensation and Talent Management Committee of the Norfolk Southern board (which is referred to as the Committee), and (ii) the equity award exchange ratio, with the same terms and conditions (including service-based vesting but excluding performance-based vesting conditions) that applied to such Norfolk Southern PSU immediately prior to the first effective time.

Norfolk Southern Phantom Stock Units

Each Norfolk Southern phantom stock unit that is outstanding as of immediately prior to the first effective time (each of which is held by a current or former nonemployee director) will, at the first effective time, automatically and without any action on the part of the holder thereof, be canceled and converted into the right to receive an amount in cash (without interest) equal to the merger consideration value multiplied by the total number of shares of Norfolk Southern common stock relating to such Norfolk Southern phantom stock unit immediately prior to the first effective time.

Double Trigger Vesting and Exercise Terms

Norfolk Southern intends to take action to cause all Norfolk Southern equity awards held by Norfolk Southern's employees, including Norfolk Southern executive officers, to include "double trigger" vesting and exercise terms as of immediately prior to the first effective time. Such terms will provide, with respect to each executive officer, that if such executive officer's employment is terminated by Norfolk Southern without "cause" or due to the executive officer's resignation for "good reason", in each case, on or within 24 months following a change in control of Norfolk Southern (each such termination, a "qualifying termination"), then all unvested Norfolk Southern equity awards then held by such executive officer would fully vest upon such termination of employment and all stock options (whether previously vested or becoming vested as a result of such qualifying termination) will remain exercisable for the remainder of their ten-year term. These "double trigger" vesting protections will continue to apply to the Norfolk Southern equity awards after such awards are assumed and converted into Union Pacific equity awards at the first effective time.

Quantification of Norfolk Southern Equity Awards

See "*Quantification of Potential Payments and Benefits to Norfolk Southern's Named Executive Officers in Connection with the Mergers*" beginning on page 150 of this joint proxy statement/prospectus for an estimate of the value of unvested Norfolk Southern equity awards held by each of Norfolk Southern's named executive officer. Based on the assumptions described above under "-*Certain Assumptions*", the estimated aggregate value of the unvested Norfolk Southern equity awards held by Norfolk Southern's two executive officers who are not named executive officers is: unvested Norfolk Southern stock options-$259,347; unvested Norfolk Southern

RSUs-$3,031,616; and unvested Norfolk Southern PSUs-$2,009,980. All Norfolk Southern equity awards held by Southern's eleven non-employee directors are fully vested.

Change in Control Agreements

Each Norfolk Southern executive officer is party to a change in control agreement with Norfolk Southern that provides that, in the event that the executive officer experiences a "Termination" (which is generally defined in each change in control agreement to mean a termination of the executive officer's employment by Norfolk Southern without cause or by the executive officer under certain enumerated circumstances that would result in a material negative change in the executive officer's relationship with Norfolk Southern) during the 24 months following a change in control of Norfolk Southern, then Norfolk Southern will be obligated to pay the executive officer a cash lump sum payment equal to 2.99 times the sum of (i) the executive officer's base salary and (ii) 100% of the executive officer's annual bonus opportunity, in each case, based on the greater of the base salary and annual bonus opportunity, as applicable, in effect as of (a) the date of termination of employment and (b) the date immediately preceding the change in control.

See "*Quantification of Potential Payments and Benefits to Norfolk Southern's Named Executive Officers in Connection with the Mergers*" beginning on page 150 of this joint proxy statement/prospectus for the estimated amounts that each of Norfolk Southern's named executive officers would receive under their change in control agreements upon a Termination. Based on the assumptions described above under "-*Certain Assumptions*," the estimated aggregate amount of the cash severance payments that Norfolk Southern's two executive officers who are not named executive officers would receive under their change in control agreements upon a Termination is $6,261,060.

Transaction Bonus Program

In connection with the mergers, Norfolk Southern has established a cash-based transaction bonus program in the amount of $100 million, under which it may grant transaction bonuses to employees of Norfolk Southern and its affiliates, including the executive officers. Allocations of awards under the transaction bonus program will be made by the Committee. Transaction bonuses will vest and be payable, in the discretion of the Committee, either (i) at the first effective time, (ii) in three installments with 25% vesting on each of April 28, 2026 and January 28, 2027 and the remaining 50% vesting at the first effective time, or (iii) between January 28, 2027 and the first effective time. Vesting is subject in each case to the recipient's continued employment through the applicable vesting date, except that upon a termination of employment without cause by Norfolk Southern prior to the first effective time or a Termination after the first effective time, the tranche of the award associated with the next scheduled vesting date (whether such vesting date is a fixed date or the first effective time) will become vested.

As of the date of this joint proxy statement/prospectus, no awards under the transaction bonus program have been allocated to the executive officers of Norfolk Southern.

Annual Incentive Payments

Pursuant to the merger agreement, prior to the first effective time, the Committee may determine performance for the portion of the fiscal year of Norfolk Southern elapsed prior to the closing date. Each bonus-eligible employee, including each executive officer, will be eligible to receive a prorated bonus for the portion of the fiscal year of Norfolk Southern elapsed prior to the closing date, with applicable performance goals deemed achieved at (i) a level that results in payment of 100% of the employee's annual bonus opportunity if the first effective time occurs prior to June 30 of the applicable year, or (ii) the most recent estimated level of performance used for purposes of determining Norfolk Southern's bonus accrual in respect of its financial reporting if the first effective time occurs after June 30 of the applicable year (or, in the case of an employee whose annual bonus is determined solely based on individual performance, on the basis of the employee's most recent performance rating). Each prorated bonus will be paid in February of the fiscal year following the fiscal

year in which the closing occurs, subject to the employee's continued employment through December 31 of the year of closing. Notwithstanding the foregoing, if an employee experiences a Termination prior to the payment date, then that executive officer's prorated bonus will become fully vested and payable at the time of such Termination.

See "*Quantification of Potential Payments and Benefits to Norfolk Southern's Named Executive Officers in Connection with the Mergers*" beginning on page 150 of this joint proxy statement/prospectus for the estimated amount of the prorated bonus payment that each of Norfolk Southern's named executive officers would receive under the terms of the merger agreement upon a Termination. Based on the assumptions described above under "-*Certain Assumptions*" and, for illustrative purposes, assuming that the applicable performance goals are achieved at a level that results in payment of 67% of the applicable bonus opportunity, the estimated aggregate amount of the prorated bonus payments that Norfolk Southern's two executive officers who are not named executive officers would receive under the terms of the merger agreement upon a Termination is $516,135.

Defined Benefit Pension and Retiree Medical Plans

Pursuant to the terms of the merger agreement, prior to the first effective time, Norfolk Southern and its affiliates may amend each of its defined benefit pension and retiree medical plans covering nonunionized employees to provide that, for the five year period immediately following the first effective time, with respect to each individual who is eligible to participate in the applicable plan as of immediately prior to the first effective time, no such plan may be terminated or adversely amended without the applicable participant's written consent. Following the fifth anniversary of the first effective time, Union Pacific has committed to treat each such Norfolk Southern defined benefit pension and retiree medical plan in a manner that is comparable to Union Pacific's treatment of its analogous plan(s). As of the date of this joint proxy statement/prospectus, each of Norfolk Southern's executive officers is eligible to participate in a Norfolk Southern defined benefit pension plan, and only Mr. Elkins and one other executive officer who is not a named executive officer are eligible to participate in a Norfolk Southern retiree medical plan.

New Management Arrangements

As of the date of this joint proxy statement/prospectus, no Norfolk Southern executive officer has entered into any agreement with Norfolk Southern or Union Pacific regarding employment after the first effective time, although it is possible that Norfolk Southern or Union Pacific may enter into new employment or other arrangements with executive officers in the future.

Indemnification and Insurance

Pursuant to the terms of the merger agreement, from and after the first effective time, Union Pacific will indemnify certain persons, including Norfolk Southern's directors and executive officers. In addition, for a period of six (6) years from the first effective time, Union Pacific will maintain insurance policies for the benefit of certain persons, including Norfolk Southern's directors and executive officers. For additional information, see "*The Merger Agreement-Covenants and Agreements-Indemnification and Insurance*" beginning on page 178 of this proxy statement/prospectus.

Quantification of Potential Payments and Benefits to Norfolk Southern's Named Executive Officers in Connection with the Mergers

The information set forth in the table below is intended to comply with Item 402(t) of the SEC's Regulation S-K, which requires disclosure of information about certain compensation for each named executive officer of Norfolk Southern that is based on, or otherwise relates to, the mergers. For additional details regarding the terms of the payments and benefits described below, see the discussion under the caption "*Interests of Norfolk Southern's Directors and Executive Officers in the Mergers*" above.

The amounts shown in the table below are estimates of the payments and benefits (on a pre-tax basis) that each of the Norfolk Southern named executive officers would receive based on multiple assumptions that may or may not actually occur or be accurate on the relevant date, including the assumptions described above under "-*Certain Assumptions*" and in the footnotes to the table, and do not reflect certain compensation actions that may occur before completion of the mergers.

The amounts in the table do not include amounts that Norfolk Southern's named executive officers were already entitled to receive, or were vested in, as of September 11, 2025. In addition, these amounts do not attempt to forecast any additional equity award grants or issuances or forfeitures that may occur prior to the completion of the mergers. As a result of the aforementioned assumptions, which may or may not actually occur or be accurate on the relevant date, the actual amounts, if any, to be received by a named executive officer may materially differ from the amounts set forth below.

Name (1)	Cash ($)(2)	Equity ($)(3)	Total ($)
Mark R. George	$ 11,843,210	$ 15,201,594	$ 27,044,804
Jason A. Zampi	$ 5,313,340	$ 3,129,611	$ 8,442,951
John F. Orr	$ 6,130,777	$ 9,481,443	$ 15,612,220
Claude E. Elkins.	$ 5,517,700	$ 4,573,058	$ 10,090,758
Anil Bhatt	$ 5,313,340	$ 5,534,552	$ 10,847,892

(1) Alan H. Shaw, *Former President and Chief Executive Officer*, and Paul B. Duncan, *Former Executive Vice President and Chief Operating Officer*, terminated employment with Norfolk Southern on September 11, 2024 and March 31, 2024, respectively, are also named executive officers for purposes of this disclosure but are not entitled to receive any compensation in connection with the mergers.

(2) *Cash*. Includes cash severance and prorated 2025 annual bonus for each named executive officer. The cash severance amount payable to each named executive officer equals 2.99 times the sum of (i) the executive officer's base salary and (ii) 100% of the executive officer's annual bonus opportunity. Such cash severance amounts are "double-trigger" and therefore payable pursuant to the applicable named executive officer's change in control agreement if, within twenty-four (24) months following a change in control, such named executive officer experiences a "Termination" (as defined in the change in control agreement). For further information, see "*Interests of Norfolk Southern's Directors and Executive Officers in the Mergers-Change in Control Agreements*." The prorated 2025 annual bonus would be computed based on the most recent estimated level of performance used for purposes of determining Norfolk Southern's bonus accrual in respect of its financial reporting, which, for illustrative purposes, is assumed to equal 67% of the applicable bonus opportunity, and paid to each named executive officer at the time such bonus would otherwise be paid in 2026 or upon the named executive officer's earlier Termination. Such amounts are "double trigger" because payment is accelerated upon the named executive officer's Termination. For further information, see "*Interests of Norfolk Southern's Directors and Executive Officers in the Mergers-Annual Incentive Payments*."

Name	Cash Severance ($)	Pro Rata Annual Bonus ($)	Total ($)
Mark R. George	$ 10,689,250	$ 1,153,960	$ 11,843,210
Jason A. Zampi	$ 4,858,750	$ 454,590	$ 5,313,340
John F. Orr	$ 5,606,250	$ 524,527	$ 6,130,777
Claude E. Elkins.	$ 5,045,625	$ 472,075	$ 5,517,700
Anil Bhatt	$ 4,858,750	$ 454,590	$ 5,313,340

(3) *Equity*. The values in this column include accelerated vesting of unvested Norfolk Southern stock options, Norfolk Southern RSUs and Norfolk Southern PSUs upon each named executive officer's qualifying termination. This accelerated vesting is a "double trigger" benefit and therefore applies upon the applicable named executive officer's termination of employment by Norfolk Southern within twenty-four (24) months following a change in control. For further details regarding the treatment of Norfolk Southern equity awards

in connection with the mergers, see "*Interests of Norfolk Southern's Directors and Executive Officers in the Mergers-Treatment of Outstanding Equity Awards*". The estimated values of such awards are shown in the following table:

Name	Norfolk Southern Stock Options ($)	Norfolk Southern RSUs ($)	Norfolk Southern PSUs ($)	Total ($)
Mark R. George	$ 1,678,407	$ 5,628,361	$ 7,894,826	$ 15,201,594
Jason A. Zampi	$ 162,636	$ 1,074,625	$ 1,892,350	$ 3,129,611
John F. Orr	$ 368,006	$ 5,869,725	$ 3,243,712	$ 9,481,443
Claude E. Elkins.	$ 446,425	$ 1,374,527	$ 2,752,106	$ 4,573,058
Anil Bhatt	$ 176,824	$ 3,491,179	$ 1,866,549	$ 5,534,552

Accounting Treatment of the Mergers

The unaudited pro forma condensed combined financial information was prepared on the basis that Union Pacific, assuming receipt of the requisite regulatory approvals and completion of the mergers, will account for the mergers as a purchase of Norfolk Southern using the acquisition method pursuant to Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 805, *Business Combinations*. Under the acquisition method, the assets and liabilities of Norfolk Southern are recorded at their fair value at the effective time of the mergers. In addition, the total consideration, measured at the market price at the first effective time, is allocated to the tangible and intangible assets acquired and liabilities assumed. Fair value is defined in ASC 820, *Fair Value Measurements*, as "the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date." Many of these fair value measurements can be highly subjective, and it is possible that other professionals, applying reasonable judgment to the same facts and circumstances, could develop and support a range of alternative estimated amounts. Once requisite regulatory approvals are received, Union Pacific will consolidate Norfolk Southern prospectively.

The transaction accounting adjustments to the unaudited pro forma condensed combined financial information are preliminary and have been made solely for the purpose of presenting the pro forma financial statements, which are necessary to comply with applicable disclosure and reporting requirements. The allocation of the estimated consideration is pending finalization of various estimates, inputs, and analyses. Since this unaudited pro forma condensed combined financial information was prepared based on preliminary estimates of consideration and fair values attributable to the purchase of Norfolk Southern, the actual amounts eventually recorded for the purchase accounting, including the identifiable goodwill, may differ materially from the information presented.

Regulatory Approvals Required for the Mergers

STB Approval

The parties filed a prefiling notification with the STB pursuant to 49 C.F.R. § 1180.4(b) on July 30, 2025. For the STB application, Union Pacific and Norfolk Southern will promptly, but in no event later than six (6) months after the date of the prefiling notification, file the application with the STB (provided, however, that if the STB issues an order or otherwise implements a regulatory change that materially impedes the filing of the application, Union Pacific and Norfolk Southern will file the application as soon as reasonable in light of such order or regulatory change).

Obtaining STB approval is a closing condition as described in "*The Merger Agreement--Conditions to the Mergers-Conditions to the Obligations of Each Party to Effect the Mergers*."

CNA Approval; FCC Approval

As promptly as practicable and advisable, the parties will file any and all notification and report forms with the CNA and the FCC required under applicable law with respect to the mergers and the other transactions

contemplated by the merger agreement, and take all other actions necessary to cause the expiration or termination of any applicable waiting periods under applicable law as soon as practicable after the date of the merger agreement.

Obtaining CNA approval is a closing condition as described in "*The Merger Agreement--Conditions to the Mergers--Conditions to the Obligations of Each Party to Effect the Mergers*." However, no filings with, or approvals from, the FCC are conditions to the closing of the mergers.

Exchange of Shares

The conversion of shares of Norfolk Southern common stock (other than (i) shares of Norfolk Southern common stock that are directly owned by Union Pacific, Norfolk Southern, Merger Sub 1, or Merger Sub 2 immediately prior to the first effective time (other than shares held on behalf of third parties), each of which will be canceled and will cease to exist upon completion of the first merger (which are referred to as canceled shares) and (ii) shares of Norfolk Southern common stock that are owned by any direct or indirect, wholly owned subsidiary of Norfolk Southern, each of which will be converted into the right to receive a number of shares of Union Pacific common stock equal to (a) the cash consideration divided by the Union Pacific share price plus (b) the exchange ratio (which are referred to as converted shares)) into the right to receive the merger consideration will occur automatically at the first effective time.

Prior to the first effective time, Union Pacific will, on behalf of Merger Sub 1, deposit or cause to be deposited with the exchange agent in trust for the benefit of holders of shares of Norfolk Southern common stock, (i) cash sufficient to pay the aggregate cash consideration payable in respect of Norfolk Southern common stock and (ii) evidence of Union Pacific common shares in book-entry form representing the number of shares of Union Pacific common stock sufficient to deliver the aggregate share consideration deliverable in respect of the Norfolk Southern common stock.

As soon as reasonably practicable after the first effective time and no later than the third business day following the closing date, Union Pacific will cause the exchange agent to mail to each holder of record of shares of Norfolk Southern common stock whose shares were converted into the right to receive the merger consideration (i) a letter of transmittal with respect to book-entry shares and certificates representing shares of Norfolk Southern common stock and (ii) instructions for surrendering book-entry shares, to the extent applicable, or certificates (or effective affidavits of loss in lieu thereof) in exchange for the merger consideration.

On the surrender of certificates (or effective affidavits of loss in lieu of a certificate) or book-entry shares to the exchange agent, together with a duly completed and validly executed letter of transmittal, or, in the case of book-entry shares, receipt of an "agent's message" by the exchange agent, and such other documents as may customarily be required by the exchange agent, the holder of such certificates (or effective affidavits of loss in lieu thereof) or book-entry shares will be entitled to receive in exchange therefor, and the exchange agent will be required to promptly deliver to each such holder, the merger consideration (together with any fractional share cash amount and any dividends or other distributions payable with respect to such shares following the effective time). No interest will be paid or accrued on any amount payable on due surrender of certificates (or effective affidavits of loss in lieu thereof) or book-entry shares. If payment of the merger consideration is to be made to a person other than the person in whose name the surrendered certificate is registered, it will be a condition precedent of payment that (i) the certificate so surrendered will be properly endorsed or will be otherwise in proper form for transfer and (ii) the person requesting such payment will have paid any transfer and other similar taxes required by reason of the payment of the merger consideration to a person other than the registered holder of the certificate surrendered or will have established that such tax either has been paid or is not required to be paid.

No dividends or distributions, if any, with a record date after the first effective time with respect to shares of Union Pacific common stock will be paid to the holder of any unsurrendered shares of Norfolk Southern common

stock to be converted into shares of Union Pacific common stock until such holder has surrendered their shares to the exchange agent for exchange. After such surrender of shares of Norfolk Southern common stock to be converted into shares of Union Pacific common stock, the holder thereof will receive (in addition to the merger consideration and any cash in lieu of any fractional shares of Union Pacific common stock) any such dividends or other distributions, without any interest thereon, which had previously become payable with respect to the shares of Union Pacific common stock represented by such share of Norfolk Southern common stock, less such withholding or deduction for any taxes required by applicable law.

In the case of any certificate that has been lost, stolen, or destroyed, on the making of an affidavit of that fact by the person claiming such certificate to be lost, stolen, or destroyed and, if required by the exchange agent, the posting by such person of a bond in customary amount as indemnity against any claim that may be made against it with respect to such certificate, the exchange agent will issue in exchange for such lost, stolen, or destroyed certificate the merger consideration (together with the fractional share cash amount and any dividends or other distributions deliverable with respect to such shares following the effective time) payable with respect to the shares of Norfolk Southern common stock represented by such lost, stolen, or destroyed certificate.

Treatment of Norfolk Southern's Existing Debt; Financing

There is no financing condition to the mergers.

In connection with the mergers, the parties intend to repay in full and terminate Norfolk Southern's existing revolving credit facility, commercial paper program, and receivables securitization facility.

Union Pacific has agreed to use reasonable best efforts to do all things necessary to obtain at or before the closing, funds sufficient for the payment of the cash consideration and any fees and expenses of or payable by Union Pacific, Merger Sub 1, Merger Sub 2, or Union Pacific's other affiliates on the closing date, and for any repayment or refinancing on the closing date of any outstanding indebtedness of Norfolk Southern and/or its subsidiaries contemplated by, or undertaken in connection with the transactions described in, the merger agreement.

Subject to the limitations set forth in the merger agreement, Norfolk Southern has agreed to, and to cause its subsidiaries to, use reasonable best efforts to provide customary cooperation to the extent reasonably requested by Union Pacific in connection with the offering, arrangement, syndication, consummation, issuance, or sale of any debt financing required to fund the transactions described in the preceding paragraph.

No Appraisal Rights or Dissenters' Rights in the Mergers

Union Pacific Shareholders' Appraisal Rights

Under Utah law, Union Pacific shareholders will not be entitled to any appraisal rights in connection with the first merger, the second merger, or any other transactions described in this joint proxy statement/prospectus.

Norfolk Southern Shareholders' Appraisal Rights

Under Virginia law, Norfolk Southern shareholders will not be entitled to any appraisal rights in connection with the first merger, the second merger, or any other transactions described in this joint proxy statement/prospectus.

NYSE Listing of Union Pacific Common Stock; Delisting and Deregistration of Norfolk Southern Common Stock

It is a condition to the consummation of the mergers that the shares of Union Pacific common stock to be issued to Norfolk Southern shareholders in the first merger be approved for listing on the NYSE, subject to official notice of issuance. If the first merger is completed, Norfolk Southern common stock will be delisted from the NYSE and deregistered under the Exchange Act.

Expected Timing of the Mergers

Union Pacific and Norfolk Southern currently expect the mergers to be completed by early 2027, subject to the satisfaction or waiver of customary closing conditions, including (i) the approval of the merger agreement proposal by Norfolk Southern shareholders, (ii) the approval of the share issuance proposal by Union Pacific shareholders, (iii) the receipt of the requisite regulatory approvals, which are the STB approval and CNA approval (and in the case of Union Pacific's obligation to consummate the mergers, without resulting in the imposition of certain "materially burdensome regulatory conditions" as specified in the merger agreement), and (iv) the absence of any injunction or order by any court or other governmental entity prohibiting or making illegal the mergers (and in the case of Union Pacific's obligation to consummate the mergers, without resulting in the imposition of certain "materially burdensome regulatory conditions" as specified in the merger agreement).

However, Union Pacific and Norfolk Southern cannot predict the actual date on which the mergers will be completed because completion is subject to conditions beyond their control and it is possible that such conditions could result in the mergers being completed earlier or later or not being completed at all. See "*The Mergers-Regulatory Approvals Required for the Mergers*" and "*The Merger Agreement-Conditions to the Mergers*."

U.S. Federal Income Tax Consequences

The following is a summary of U.S. federal income tax consequences of the first merger and the second merger, taken together, generally applicable to U.S. holders (as defined below) that exchange their Norfolk Southern common stock for the merger consideration in the first merger.

This discussion is based upon the Internal Revenue Code of 1986, as amended (which is referred to as the Code), U.S. Treasury regulations promulgated thereunder and judicial and administrative rulings and decisions, all as in effect on the date hereof and all of which are subject to change or differing interpretation. Any such change or differing interpretation could affect the accuracy of the statements and conclusions herein.

This discussion addresses only those U.S. holders that hold their Norfolk Southern common stock as a "capital asset" (generally, property held for investment) within the meaning of Section 1221 of the Code. This discussion is not a complete description of all of the U.S. federal income tax consequences of the mergers and, in particular, does not address any tax consequences arising under the Medicare contribution tax on net investment income or the Foreign Account Tax Compliance Act of 2010 (including the U.S. Treasury regulations promulgated thereunder and intergovernmental agreements entered into pursuant thereto or in connection therewith), nor does it address any tax consequences arising under the laws of any state, local, or non-U.S. jurisdiction, or under any U.S. federal laws other than those pertaining to the income tax. Further, this discussion does not address all aspects of U.S. federal income taxation that may be relevant to a U.S. holder in light of its individual circumstances or that may be applicable to a U.S. holder if it is subject to special treatment under the U.S. federal income tax laws, including:

- a financial institution;
- a tax-exempt organization;
- a real estate investment trust or real estate mortgage investment conduit;
- a partnership, S corporation, or other pass-through entity (or an investor in a partnership, S corporation or other pass-through entity);
- an insurance company;
- a regulated investment company or a mutual fund;
- a dealer or broker in stocks and securities, or currencies;
- a trader in securities that elects mark-to-market treatment;

- a person liable for any alternative minimum tax;
- a person that received Norfolk Southern common stock through the exercise of an employee stock option, through a tax qualified retirement plan, or otherwise as compensation;
- a person that has a functional currency other than the U.S. dollar;
- a person who, actually or constructively, owns or has owned 5% or more of Norfolk Southern common stock by vote or value or will own 5% or more of Union Pacific common stock by vote or value pursuant to the mergers;
- a person that is required to accelerate the recognition of any item of gross income as a result of such income being recognized on an "applicable financial statement;"
- a person that holds Norfolk Southern common stock as part of a hedge, straddle, constructive sale, conversion, wash sale or other integrated transaction; or
- a U.S. expatriate or former citizen or former long-term resident of the United States.

For purposes of this discussion, the term ***U.S. holder*** means a beneficial owner of Norfolk Southern common stock that is, for U.S. federal income tax purposes, (i) an individual citizen or resident of the United States, (ii) a corporation organized in or under the laws of the United States or any state thereof or the District of Columbia, (iii) an estate the income of which is subject to U.S. federal income tax regardless of its source, or (iv) a trust if (a) a court within the United States is able to exercise primary supervision over the administration of such trust and one or more United States persons have the authority to control all substantial decisions of the trust or (b) such trust has made a valid election to be treated as a United States person for U.S. federal income tax purposes.

If an entity or an arrangement treated as a partnership for U.S. federal income tax purposes holds Norfolk Southern common stock, the U.S. federal income tax consequences to a partner in such partnership (or owner of such entity) will generally depend on the status of the partner and the activities of the partnership (or entity). Partners in a partnership that holds Norfolk Southern common stock should consult their tax advisors with respect to the tax consequences of the mergers in their specific circumstances.

All holders of Norfolk Southern common stock should consult their tax advisors to determine the particular tax consequences to them of the mergers, including the applicability and effect of any U.S. federal, state, local, non-U.S., and other tax laws and the potential for dividend treatment of the cash consideration received in the first merger. Holders of Norfolk Southern common stock that are not U.S. holders should consult their tax advisors regarding the possibility of dividend treatment and the consequences thereof.

In General

Union Pacific and Norfolk Southern intend for the mergers, taken together, to qualify as a "reorganization" within the meaning of Section 368(a) of the Code for U.S. federal income tax purposes, and Union Pacific and Norfolk Southern intend to report the mergers consistent with such qualification. In the merger agreement, each of Union Pacific and Norfolk Southern represents that it has not taken or agreed to take any action and is not aware of the existence of any fact or circumstance that could reasonably be expected to prevent or impede the mergers, taken together, from qualifying as a "reorganization" within the meaning of Section 368(a) of the Code. In addition, Union Pacific and Norfolk Southern agree not to, and agree to cause their respective subsidiaries not to, take any action that would prevent or impede, or could reasonably be expected to prevent or impede, the mergers, taken together, from qualifying as a "reorganization" within the meaning of Section 368(a) of the Code and to, and to cause their respective subsidiaries to, use their respective reasonable best efforts to cause the mergers to so qualify. However, it is not a condition to Union Pacific's obligation or Norfolk Southern's obligation to complete the transactions that the mergers, taken together, qualify as a "reorganization" or that Norfolk Southern or Union Pacific receive an opinion from counsel to that effect.

Norfolk Southern and Union Pacific have not sought and will not seek any ruling from the U.S. Internal Revenue Service regarding any matters relating to the mergers and, as a result, there can be no assurance that the U.S. Internal Revenue Service would not assert that the mergers, taken together, do not qualify as a "reorganization" or that a court would not sustain such a position.

U.S. Federal Income Tax Consequences if the Mergers, Taken Together, Qualify as a "Reorganization" Within the Meaning of Section 368(a) of the Code

If the mergers, taken together, qualify as a "reorganization" within the meaning of Section 368(a) of the Code, then for U.S. federal income tax purposes:

- a U.S. holder will generally recognize gain (but not loss) in an amount equal to the lesser of: (i) the amount, if any, by which the sum of the cash (excluding cash received in lieu of fractional shares of Union Pacific common stock) and the fair market value of the Union Pacific common stock received by such U.S. holder in the first merger (including any fractional shares of Union Pacific common stock deemed received and sold for cash, as discussed below) exceeds such U.S. holder's adjusted tax basis in such U.S. holder's Norfolk Southern common stock exchanged therefor and (ii) the amount of cash received by such U.S. holder (excluding cash received in lieu of fractional shares of Union Pacific common stock);
- the aggregate tax basis of the Union Pacific common stock received by a U.S. holder in the first merger (including any fractional share of Union Pacific common stock deemed received and sold for cash, as discussed below) will be the same as the aggregate adjusted tax basis of such U.S. holder's Norfolk Southern common stock exchanged therefor, decreased by the amount of cash received (excluding any cash received in lieu of a fractional share of Union Pacific common stock) and increased by the amount of any gain recognized by the U.S. holder (regardless of whether such gain is classified as capital gain or dividend income, as discussed below, but excluding any gain recognized with respect to any fractional share of Union Pacific common stock for which cash is received, as discussed below); and
- a U.S. holder's holding period in the Union Pacific common stock received (including a fractional share of Union Pacific common stock deemed received and sold for cash, as discussed below) will include the holding period of the Norfolk Southern common stock exchanged for such Union Pacific common stock.

If a U.S. holder acquired Norfolk Southern common stock at different times or at different prices, any gain or loss realized will be determined separately with respect to each block of Norfolk Southern common stock, and a loss realized (but not recognized) on the exchange of one (1) block of Norfolk Southern common stock cannot be used to offset a gain realized on the exchange of another block of Norfolk Southern common stock. Any such U.S. holder should consult its tax advisor regarding the manner in which cash and Union Pacific common stock received pursuant to the first merger should be allocated among different blocks of Norfolk Southern common stock and with respect to identifying the bases or holding periods of particular shares of Union Pacific common stock received in the first merger.

Subject to the discussion below regarding potential dividend treatment, any gain recognized by a U.S. holder in connection with the mergers generally will constitute capital gain and will constitute long-term capital gain if such U.S. holder's holding period in the Norfolk Southern common stock surrendered exceeds one (1) year at the effective time of the first merger. Long-term capital gains of certain non-corporate holders, including individuals, are generally taxed at preferential rates. In some cases, if a U.S. holder actually or constructively owns Union Pacific common stock other than Union Pacific common stock received pursuant to the first merger, any gain recognized by such U.S. holder could be treated as having the effect of a distribution of a dividend under the tests set forth in Section 302 of the Code, in which case such gain would be treated as dividend income. Such treatment will generally not apply to a shareholder of a publicly held corporation, such as Union Pacific, whose relative stock interest is minimal, who exercises no control with respect to corporate affairs and who experiences

at least a de minimis reduction in its percentage interest as a result of the deemed redemption of Union Pacific common stock for the cash consideration. Because the possibility of dividend treatment depends upon each holder's particular circumstances, including the application of constructive ownership rules, U.S. holders of Norfolk Southern common stock should consult their tax advisors regarding the application of the foregoing rules to their particular circumstances.

A U.S. holder who receives cash instead of a fractional share of Union Pacific common stock will generally be treated as having received such fractional share pursuant to the first merger, and then as having sold such fractional share for cash. Gain or loss generally will be recognized based on the difference between the amount of such cash received and the U.S. holder's tax basis in such fractional share of Union Pacific common stock (determined as described above). Such gain or loss will generally be capital gain or loss and will be long-term capital gain or loss if the U.S. holder's holding period in the fractional share of Union Pacific common stock deemed to be received exceeds one (1) year at the effective time of the first merger. Long-term capital gains of certain non-corporate holders, including individuals, are generally taxed at preferential rates. The deductibility of capital losses is subject to limitations.

U.S. Federal Income Tax Consequences if the Mergers, Taken Together, Do Not Qualify as a "Reorganization" Within the Meaning of Section 368(a) of the Code

If the mergers, taken together, do not qualify as a "reorganization" within the meaning of Section 368(a) of the Code for U.S. federal income tax purposes, then a U.S. holder of Norfolk Southern common stock that exchanges such shares of Norfolk Southern common stock for Union Pacific common stock and cash will generally recognize gain or loss equal to the difference, if any, between (i) the sum of the cash (including any cash received in lieu of a fractional share of Union Pacific common stock) and the fair market value of the Union Pacific common stock received by such U.S. holder and (ii) such U.S. holder's adjusted tax basis in the Norfolk Southern common stock exchanged therefor. Gain or loss must be calculated separately for each block of Norfolk Southern common stock exchanged by such U.S. holder if such blocks were acquired at different times or for different prices. Such gain or loss will be long-term capital gain or loss if the U.S. holder's holding period in a particular block of Norfolk Southern common stock exceeds one (1) year at the effective time of the first merger. Long-term capital gains of certain non-corporate holders, including individuals, are generally taxed at preferential rates. The deductibility of capital losses is subject to limitations. A U.S. holder's aggregate tax basis in the Union Pacific common stock received in the first merger will equal the fair market value of such Union Pacific common stock as of the effective time of the first merger, and the holding period of such Union Pacific common stock will begin on the date after the first merger.

This discussion of U.S. federal income tax consequences is for general information only and is not intended to be, and should not be construed as, tax advice. Determining the specific tax consequences of the mergers to U.S. holders may be complex and will depend on a holder's specific situation and on factors that are not within our control. All holders of Norfolk Southern common stock should consult their tax advisors with respect to the tax consequences of the mergers in their particular circumstances, including the applicability and effect of any federal, state, local, non-U.S., or other tax laws.

Litigation Related to the Mergers

Shareholders may file lawsuits challenging the mergers, which may name Union Pacific, Norfolk Southern, members of the Union Pacific board, members of the Norfolk Southern board, or others as defendants. No assurance can be made as to the outcome of such lawsuits, including the amount of costs associated with defending claims or any other liabilities that may be incurred in connection with the litigation of any claims. If plaintiffs are successful in obtaining an injunction prohibiting the parties from completing the mergers on the agreed-upon terms, such an injunction may delay the completion of the mergers or may prevent the mergers from being completed altogether.

THE MERGER AGREEMENT

The following summary describes certain material provisions of the merger agreement. This summary is not complete and is qualified in its entirety by the merger agreement, which is attached to this joint proxy statement/prospectus as Annex A and which constitutes part of this joint proxy statement/prospectus. We encourage you to read carefully the merger agreement in its entirety because this summary may not contain all of the information about the merger agreement that is important to you. The rights and obligations of the parties to the merger agreement are governed by the express terms of the merger agreement and not by this summary or any other information contained in this joint proxy statement/prospectus.

The representations, warranties, covenants, and agreements described below and included in the merger agreement were made only for purposes of the merger agreement as of specific dates, were solely for the benefit of the parties to the merger agreement (except as otherwise specified therein), and may be subject to important qualifications, limitations, and supplemental information agreed to by Union Pacific, Merger Sub 1, Merger Sub 2, and Norfolk Southern in connection with negotiating the terms of the merger agreement. In particular, in your review of the representations and warranties contained in the merger agreement and described in this summary, it is important to bear in mind that the representations and warranties were negotiated with the principal purpose of establishing circumstances in which a party to the merger agreement may have the right not to consummate the mergers if the representations and warranties of the other party prove to be untrue due to a change in circumstance or otherwise, and allocating risk between the parties to the merger agreement, rather than establishing matters as facts. Except for the right of Norfolk Southern shareholders to receive the merger consideration after the closing of the mergers, and in other limited circumstances, investors and security holders (in their capacities as such) are not third-party beneficiaries under the merger agreement and should not rely on the representations, warranties, covenants, and agreements or any descriptions thereof as characterizations of the actual state of facts or condition of Union Pacific, Merger Sub 1, Merger Sub 2, and Norfolk Southern or any of their respective affiliates or businesses. Moreover, information concerning the subject matter of the representations and warranties may change after the date of the merger agreement. In addition, you should not rely on the covenants and agreements in the merger agreement as actual limitations on the respective businesses of Union Pacific, Merger Sub 1, Merger Sub 2, and Norfolk Southern because the parties to the merger agreement may take certain actions that are either expressly permitted in the confidential disclosure schedules to the merger agreement or as otherwise consented to by the appropriate party, which consent may be given without prior notice to the public. The merger agreement is described below, and included as Annex A hereto, only to provide you with information regarding its terms and conditions and not to provide any other factual information regarding Union Pacific, Merger Sub 1, Merger Sub 2, and Norfolk Southern or their respective businesses. Accordingly, the representations, warranties, covenants, and other agreements in the merger agreement should not be read alone, and you should read the information provided elsewhere in this document and in the filings that each of Union Pacific and Norfolk Southern has made or will make with the SEC. See "*Where You Can Find More Information*."

Structure of the Mergers

The merger agreement provides, upon the terms and subject to the conditions thereof, for two (2) mergers involving Norfolk Southern. First, Merger Sub 1 will merge with and into Norfolk Southern, with Norfolk Southern surviving the first merger as the surviving corporation and as a direct, wholly owned subsidiary of Union Pacific. Immediately following the first merger, Norfolk Southern, as the surviving corporation will merge with and into Merger Sub 2, with Merger Sub 2 surviving the second merger as the surviving company (which is referred to as the second surviving company).

Closing

Unless another date, time, or place is agreed to in writing by Union Pacific and Norfolk Southern, the closing of the mergers will occur on the third business day after satisfaction or waiver (to the extent legally permissible) of the closing conditions described below under "-*Conditions to the Mergers"* (other than those conditions that by their nature are to be satisfied at the closing, but subject to the satisfaction or waiver of such conditions).

Effective Times

The first merger will become effective when the State Corporation Commission of the Commonwealth of Virginia (which is referred to as the SCC) issues its certificate of merger with respect to the first merger or at such later time as agreed upon by Union Pacific and Norfolk Southern in writing and specified in the articles of merger filed in connection with the first merger. As soon as practicable following the first effective time, the second merger will become effective when the SCC issues its certificate of merger with respect to the second merger or at such later time as agreed upon by Union Pacific and Norfolk Southern in writing and specified in the articles of merger filed in connection with the second merger.

Merger Consideration Received by Norfolk Southern Shareholders

At the first effective time, each outstanding share of Norfolk Southern common stock (other than (i) shares of Norfolk Southern common stock that are directly owned by Union Pacific, Norfolk Southern, Merger Sub 1, or Merger Sub 2 immediately prior to the first effective time (other than shares held on behalf of third parties), each of which will be canceled and will cease to exist upon completion of the first merger (which are referred to as canceled shares) and (ii) shares of Norfolk Southern common stock that are owned by any direct or indirect, wholly owned subsidiary of Norfolk Southern, each of which will be converted into the right to receive a number of shares of Union Pacific common stock equal to (a) the cash consideration divided by the Union Pacific share price plus (b) the exchange ratio (which are referred to as converted shares)) will be converted into the right to receive the merger consideration, which is the per-share cash consideration amount of $88.82 in cash, without interest, and the share consideration amount of one (1) validly issued, fully paid, and nonassessable share of Union Pacific common stock, subject to adjustments for fractional shares as set forth in the merger agreement.

Conversion of Shares; Exchange of Certificates; No Fractional Shares

The conversion of shares of Norfolk Southern common stock (other than the canceled shares and the converted shares) into the right to receive the merger consideration will occur automatically at the first effective time.

Prior to the first effective time, Union Pacific will, on behalf of Merger Sub 1, deposit or cause to be deposited with the exchange agent in trust for the benefit of holders of shares of Norfolk Southern common stock, (i) cash sufficient to pay the aggregate cash consideration payable in respect of Norfolk Southern common stock and (ii) evidence of Union Pacific common shares in book-entry form representing the number of shares of Union Pacific common stock sufficient to deliver the aggregate share consideration deliverable in respect of the Norfolk Southern common stock.

As soon as reasonably practicable after the first effective time, and in any event no later that the third business day following the closing, Union Pacific's exchange agent will mail to each holder of record of shares of Norfolk Southern common stock whose shares were converted into the right to receive the merger consideration (i) a letter of transmittal with respect to book-entry shares and certificates representing shares of Norfolk Southern common stock and (ii) instructions for surrendering such book-entry shares, to the extent applicable, or certificates (or effective affidavits of loss in lieu thereof) in exchange for the merger consideration.

After the first effective time, shares of Norfolk Southern common stock that have been converted into the right to receive the merger consideration will be automatically canceled and cease to exist, and each uncertificated share of Norfolk Southern common stock represented by book-entry form and each certificate that, immediately prior to the first effective time, represented any such share of Norfolk Southern common stock will thereafter represent only the right to receive the merger consideration, including the right to receive cash in lieu of any fractional shares of Union Pacific common stock, as described below and subject to the terms and conditions set forth in the merger agreement.

No dividends or distributions, if any, with a record date after the first effective time with respect to shares of Union Pacific common stock will be paid to the holder of any unsurrendered shares of Norfolk Southern common stock to be converted into shares of Union Pacific common stock until such holder has surrendered their shares to

the exchange agent in accordance with the merger agreement. After such surrender of shares of Norfolk Southern common stock to be converted into shares of Union Pacific common stock, the holder thereof will be entitled to receive (in addition to the merger consideration and any cash in lieu of any fractional shares of Union Pacific common stock) any such dividends or other distributions, without any interest thereon, which had previously become payable with respect to the shares of Union Pacific common stock represented by such share of Norfolk Southern common stock, less such withholding or deduction for any taxes required by applicable law.

On the surrender of certificates (or effective affidavits of loss in lieu thereof) or book-entry shares to the exchange agent, together with a duly completed and validly executed letter of transmittal, or, in the case of book-entry shares, receipt of an "agent's message" by the exchange agent, and such other documents as may customarily be required by the exchange agent, the holder of such certificates (or effective affidavits of loss in lieu thereof) or book-entry shares will be entitled to receive in exchange therefor, and the exchange agent will be required to promptly deliver to each such holder, the merger consideration (together with any fractional share cash amount and any dividends or other distributions payable with respect to such shares following the first effective time). No interest will be paid or accrued on any amount payable on due surrender of certificates (or effective affidavits of loss in lieu thereof) or book-entry shares. If payment of the merger consideration is to be made to a person other than the person in whose name the surrendered certificate is registered, it will be a condition precedent of payment that (i) the certificate so surrendered will be properly endorsed or will be otherwise in proper form for transfer and (ii) the person requesting such payment will have paid any transfer and other similar taxes required by reason of the payment of the merger consideration to a person other than the registered holder of the certificate surrendered or will have established that such tax either has been paid or is not required to be paid. No fractional shares of Union Pacific common stock will be issued in connection with the first merger and no certificates or scrip representing fractional shares of Union Pacific common stock will be delivered on the conversion of shares of Norfolk Southern common stock. Each holder of shares of Norfolk Southern common stock who would otherwise have been entitled to receive as a result of the first merger a fractional share of Union Pacific common stock (after aggregating all shares represented by the certificates and book-entry shares delivered by such holder) will receive, in lieu of such fractional share of Union Pacific common stock, cash (without interest) in an amount (rounded down to the nearest cent) representing such holder's proportionate interest in the net proceeds from the sale by the exchange agent, on behalf of all such holders, of the aggregated number of fractional shares of Union Pacific common stock that would otherwise have been issuable to such holders as part of the merger consideration (which is referred to as the fractional share cash amount).

In the case of any certificate that has been lost, stolen, or destroyed, on the making of an affidavit of that fact by the person claiming such certificate to be lost, stolen, or destroyed and, if required by the exchange agent, the posting by such person of a bond in customary amount as indemnity against any claim that may be made against it with respect to such certificate, the exchange agent will issue in exchange for such lost, stolen, or destroyed certificate the merger consideration (together with the fractional share cash amount and any dividends or other distributions deliverable with respect to such shares following the effective time) payable with respect to the shares of Norfolk Southern common stock represented by such lost, stolen, or destroyed certificate.

As soon as practicable after the first effective time, the exchange agent will, on behalf of all such holders of fractional shares of Union Pacific common stock, effect the sale of all such shares of Union Pacific common stock that would otherwise have been issuable as part of the merger consideration at the then-prevailing prices on the NYSE through one or more member firms of the NYSE. After the proceeds of such sale have been received, the exchange agent will determine the applicable fractional share cash amount payable to each applicable holder in respect of its fractional shares of Union Pacific common stock and will make such amounts available to such holders in accordance with the merger agreement. The payment of cash in lieu of fractional shares of Union Pacific common stock to such holders is not a separately bargained-for consideration and solely represents a mechanical rounding-off of the fractions in the exchange. No such holder will be entitled to dividends, voting rights, or any other rights in respect of any fractional share of Union Pacific common stock that would otherwise have been issuable as part of the merger consideration.

Union Pacific, Norfolk Southern, Merger Sub 1, Merger Sub 2, and the exchange agent, as applicable, will be entitled to deduct and withhold from the consideration otherwise payable to any person under the merger agreement any amounts required to be deducted and withheld under applicable tax laws. To the extent that amounts are so deducted or withheld and timely paid, such deducted or withheld amounts will be treated for the purposes of the merger agreement as having been paid to the person in respect of which such deduction or withholding was made.

All shares of Union Pacific common stock issued pursuant to the merger agreement will be issued in book-entry form.

No Dissenters' or Appraisal Rights

In accordance with applicable provisions of the VSCA and the VLLCA, no dissenters' or appraisal rights will be available to Norfolk Southern shareholders in connection with the mergers.

Treatment of Norfolk Southern Equity Awards

Norfolk Southern Options

Each Norfolk Southern option that is outstanding immediately prior to the first effective time will, as of the first effective time, automatically and without any action on the part of the holder thereof, be assumed and converted into (or canceled and replaced by) an option to purchase shares of Union Pacific common stock (i) with respect to a number of shares of Union Pacific common stock equal to the product of (a) the number of shares of Norfolk Southern common stock subject to the corresponding Norfolk Southern option immediately prior to the first effective time multiplied by (b) the equity award exchange ratio (rounded down to the nearest whole number of shares), and (ii) with a per share exercise price that is equal to the quotient of (a) the exercise price per share of Norfolk Southern common stock of the corresponding Norfolk Southern option immediately prior to the first effective time divided by (b) the equity award exchange ratio (rounded up to the nearest cent), with the same terms and conditions that applied to the corresponding Norfolk Southern option immediately prior to the first effective time (including, without limitation, payment of quarterly dividend equivalents).

Norfolk Southern RSUs

Each Norfolk Southern RSU that is outstanding as of immediately prior to the first effective time will, as of the first effective time, automatically and without any action on the part of the holder thereof (i) if such Norfolk Southern RSU is or becomes vested at the first effective time pursuant to its terms as in effect as of the date of the merger agreement, be canceled and converted into the right to receive an amount in cash (without interest) equal to the merger consideration value multiplied by the total number of shares of Norfolk Southern common stock subject to such Norfolk Southern RSU immediately prior to the first effective time, or (ii) if such Norfolk Southern RSU is not covered by clause (i), be assumed and converted into (or canceled and replaced by) a Union Pacific stock unit award relating to a number of shares of Union Pacific common stock equal to the product, rounded to the nearest whole number of shares, of (a) the number of shares of Norfolk Southern common stock subject to such Norfolk Southern RSU immediately prior to the first effective time, and (b) the equity award exchange ratio, with the same terms and conditions that applied to such Norfolk Southern RSU immediately prior to the first effective time (including, without limitation, payment of quarterly dividend equivalents).

Norfolk Southern PSUs

Each Norfolk Southern PSU that is outstanding as of immediately prior to the first effective time will, as of the first effective time, automatically and without any action on the part of the holder thereof, be assumed and converted into (or canceled and replaced by) a Union Pacific stock unit award relating to a number of shares of Union Pacific common stock equal to the product, rounded to the nearest whole number of shares, of (i) the number of shares of Norfolk Southern common stock subject to such Norfolk Southern PSU immediately prior to

the first effective time (with such number of shares of Norfolk Southern common stock determined based upon the greater of (a) the target level of performance and (b) the actual level of performance calculated as of the latest practicable date prior to the first effective time as determined reasonably and in good faith by the compensation and talent management committee of the Norfolk Southern board), and (ii) the equity award exchange ratio, with the same terms and conditions (including service-based vesting conditions but excluding performance-based vesting conditions) that applied to such Norfolk Southern PSU immediately prior to the first effective time.

Norfolk Southern Phantom Stock Units

Each Norfolk Southern phantom stock unit that is outstanding as of immediately prior to the first effective time will, at the first effective time, automatically and without any action on the part of the holder thereof, be canceled and converted into the right to receive an amount in cash (without interest) equal to the merger consideration value multiplied by the total number of shares of Norfolk Southern common stock relating to such Norfolk Southern phantom stock unit immediately prior to the first effective time.

Representations and Warranties

The merger agreement contains a number of representations and warranties made by the parties thereto that are subject in some cases to exceptions and qualifications (including exceptions and qualifications related to knowledge, materiality, and material adverse effect on the applicable party). The representations and warranties in the merger agreement relate to, among other things:

- due incorporation, valid existence, good standing and qualification to do business, and corporate power and authority;
- capitalization and ownership of subsidiaries;
- corporate authorization of the merger agreement and the transactions contemplated by the merger agreement and the valid and binding nature of the merger agreement;
- the unanimous approval, adoption and recommendation, as applicable, by such party's board of directors of the merger agreement and the transactions contemplated by the merger agreement and the inapplicability of anti-takeover laws;
- the absence of any conflicts or violations of organizational documents and other agreements or laws;
- required consents and approvals from governmental authorities;
- SEC documents and financial statements;
- internal controls and disclosure controls and procedures relating to financial reporting;
- absence of certain undisclosed liabilities;
- compliance with applicable laws and governmental orders, possession of and compliance with required permits necessary for the conduct of such party's business;
- environmental matters;
- employee benefit plan and ERISA matters;
- employment and labor matters;
- conduct of its businesses in the ordinary course and the absence of a material adverse effect;
- absence of certain legal proceedings, investigations and governmental orders;
- accuracy of information supplied or to be supplied in connection with this joint proxy statement/prospectus;

- tax matters, including the absence of action or circumstance that could reasonably be expected to prevent or impede the mergers, taken together, from qualifying as "reorganization" within the meaning of Section 368(a) of the Code;
- broker fees and expenses; and
- opinions from financial advisors.

For Norfolk Southern, the merger agreement contains additional representations and warranties related to anti-corruption, anti-bribery and anti-money laundering; sanctions; intellectual property, information technology and privacy laws; title to assets and title to properties; material contracts; suppliers and customers; insurance policies; affiliate party transactions; and takeover laws.

Union Pacific, Merger Sub 1, and Merger Sub 2 have also made certain representations and warranties relating to ownership of Norfolk Southern common stock and financing and the sufficiency of the funds for the satisfaction of Union Pacific's obligations under the merger agreement.

Material Adverse Effect

For purposes of the merger agreement, material adverse effect, when used in reference to Union Pacific or Norfolk Southern, means any event, change, occurrence, effect or development that (i) has a material adverse effect on the business, operations or financial condition of Union Pacific and its subsidiaries or Norfolk Southern and its subsidiaries, as applicable, taken as a whole or (ii) would prevent, materially delay or materially impair the ability of Union Pacific, Merger Sub 1, or Merger Sub 2 or Norfolk Southern, as applicable, to consummate the transactions contemplated by the merger agreement (including the mergers and, in the case of Union Pacific, the share issuance) or, solely when used in reference to Union Pacific, to obtain the debt financing, but, solely in the case of clause (i), will not include events, changes, occurrences, effects or developments relating to or resulting from:

- changes in general economic or political conditions or the securities, equity, credit or financial markets in general, or changes in or affecting domestic or foreign interest or exchange rates;
- any decline in the market price or trading volume of Union Pacific common stock or Norfolk Southern common stock, as applicable, or any change in the credit rating of Union Pacific or Norfolk Southern, as applicable, or any of Union Pacific's or Norfolk Southern's, as applicable, securities (provided that the facts and circumstances underlying any such decline or change may be taken into account in determining whether a material adverse effect has occurred to the extent not otherwise excluded by the definition thereof);
- changes or developments in the industries in which Union Pacific or its subsidiaries or Norfolk Southern or its subsidiaries, as applicable, operate;
- changes in law or the interpretation or enforcement thereof after the date of the merger agreement;
- the execution, delivery or performance of the merger agreement or the public announcement or pendency or consummation of the mergers or other transactions contemplated by the merger agreement, including the impact thereof on the relationships, contractual or otherwise, of Union Pacific or any of its subsidiaries or Norfolk Southern or any of its subsidiaries, as applicable, with employees, partnerships, customers or suppliers or governmental entities (provided that this exception shall not apply to the parties' representations regarding the corporate authorization of the merger agreement and the transactions contemplated by the merger agreement and the valid and binding nature of the merger agreement; the unanimous approval, adoption and recommendation, as applicable, by such party's board of directors of the merger agreement and the transactions contemplated by the merger agreement and the inapplicability of anti-takeover laws; and the absence of any conflicts or violations of organizational documents and other agreements or laws);

- solely in the case of Norfolk Southern, the identity of Union Pacific or any of its affiliates as the acquiror of Norfolk Southern;
- compliance with the terms of, or the taking or omission of any action, in each case, required by the merger agreement or consented to (after disclosure to Union Pacific or Norfolk Southern, as applicable, of all material and relevant facts and information) or requested by Union Pacific or Norfolk Southern, as applicable, in writing;
- any act of civil unrest, civil disobedience, war, terrorism, cyberterrorism, military activity, sabotage or cybercrime, including an outbreak or escalation of hostilities involving the United States or any other governmental entity or the declaration by the United States or any other governmental entity of a national emergency or war, or any worsening or escalation of any such conditions threatened or existing on the date of the merger agreement;
- any hurricane, tornado, flood, earthquake, natural disaster, acts of God or other comparable event;
- any pandemic, epidemic or disease outbreak or other comparable events;
- changes in generally accepted accounting principles or the interpretation or enforcement thereof after the date of the merger agreement;
- any litigation relating to or resulting from the merger agreement or the transactions contemplated by the merger agreement; or
- any failure to meet internal or published projections, forecasts, guidance or revenue or earning predictions; provided that the facts and circumstances underlying any such failure may be taken into account in determining whether a material adverse effect has occurred to the extent not otherwise excluded by the definition thereof.

With respect to the first, third, fourth, eighth, ninth, tenth and eleventh bullets of the exceptions immediately above, if the impact thereof is materially and disproportionately adverse to Union Pacific and its subsidiaries or Norfolk Southern and its subsidiaries, as applicable, taken as a whole, relative to the impact thereof on the operations in the railroad industry of other participants in such industry, the incremental impact may be taken into account in determining whether there has been a material adverse effect.

The representations and warranties of each of the parties to the merger agreement do not survive the consummation of the mergers.

Covenants and Agreements

Conduct of Business

Each of Union Pacific and Norfolk Southern has agreed to certain covenants in the merger agreement restricting the conduct of its respective business between the date of the merger agreement and the earlier of the first effective time and the date, if any, on which the merger agreement is terminated.

Each of Union Pacific and Norfolk Southern has agreed that, except (i) as required by applicable law, (ii) as agreed in writing by the other party, (iii) as expressly permitted or required by the merger agreement, (iv) (a) solely in the case of Norfolk Southern, if, within the first seventy-two (72) hours immediately following the occurrence of an emergency and following consultation with Union Pacific (if practicable under the circumstances), action is taken (or omitted), in each case, in a reasonably prudent manner, in response to such an emergency (provided that Norfolk Southern has reasonably consulted with Union Pacific throughout such period), and such action (or omission to act) is not reasonably expected to result in or give rise to costs, expenses, fines, losses, damages or liabilities in an amount equal to or greater than an agreed-upon amount and (b) solely in the case of Union Pacific, to the extent action is reasonably taken (or reasonably omitted) in response to an emergency or (v) as set forth on Union Pacific's and Norfolk Southern's disclosure schedules, as applicable, it will and will cause its subsidiaries to:

- use its reasonable best efforts to conduct its business in the ordinary course of business; and

- use its commercially reasonable efforts to preserve intact its business organization and maintain existing relationships and goodwill with governmental entities, customers, suppliers, licensors, licensees, creditors, lessors, distributors, employees, contractors and business associates.

Conduct of Business of Union Pacific

In addition, without limiting the generality of the covenants and exceptions described under "-*Covenants and Agreements-Conduct of Business*," Union Pacific has agreed that, except (i) as required by applicable law, (ii) as agreed in writing by Norfolk Southern, (iii) as expressly permitted or required by the merger agreement, (iv) to the extent action is reasonably taken (or reasonably omitted) in response to an emergency or (v) as set forth on Union Pacific's disclosure schedules, between the date of the merger agreement and the earlier of the first effective time and the date, if any, on which the merger agreement is terminated, Union Pacific:

- will not, and will not permit any of its subsidiaries that is not wholly owned to, authorize or pay any dividends on or make any distribution with respect to its outstanding shares of capital stock (whether in cash, assets, stock or other securities of Union Pacific or its subsidiaries), except (i) quarterly cash dividends paid by Union Pacific on the Union Pacific common stock consistent with past practice, appropriately adjusted to reflect any stock dividends, subdivisions, splits, combinations or other similar events relating to the Union Pacific common stock, (ii) dividends and distributions paid by subsidiaries of Union Pacific to Union Pacific or to any of Union Pacific's other wholly owned subsidiaries, and (iii) dividends or distributions required by the organizational documents of any subsidiary or joint venture of Union Pacific;
- will not, and will not permit any of its subsidiaries to, split, combine or reclassify any of its capital stock or issue or authorize or propose the issuance of any other securities in respect of, in lieu of or in substitution for shares of its capital stock, except for any such transaction by a wholly owned subsidiary of Union Pacific that remains a wholly owned subsidiary after consummation of such transaction;
- will not adopt any amendments to the organizational documents of Union Pacific, other than amendments solely to effect ministerial changes to such documents;
- except for transactions among Union Pacific and its wholly owned subsidiaries or among Union Pacific's wholly owned subsidiaries, will not, and will not permit any of its subsidiaries to, issue, sell, pledge, dispose of or encumber, or authorize the issuance, sale, pledge, disposition or encumbrance of, any shares of its capital stock or other ownership interests in any subsidiaries of Union Pacific or any securities convertible into, exercisable for or exchangeable for any such shares or ownership interests or take any action to cause to be vested any otherwise unvested Union Pacific equity award (except as otherwise provided by the terms of the merger agreement or the express terms of any such Union Pacific equity award), other than (i) issuances of shares of Union Pacific common stock (a) in respect of any exercise of or settlement of Union Pacific equity awards outstanding on the date of the merger agreement, or (b) as may be granted after the date of the merger agreement in the ordinary course of business, (ii) the grant of Union Pacific equity awards or other equity compensation awards in the ordinary course of business, (iii) any permitted liens, (iv) pursuant to existing agreements in effect prior to the execution of the merger agreement or (v) pursuant to transactions not in excess of $50 million;
- will not, and will not permit any of its subsidiaries to, adopt or enter into a plan of complete or partial liquidation, dissolution, merger, consolidation, restructuring, recapitalization or other reorganization of Union Pacific or any of its subsidiaries, except for any such transactions (i) between or among Union Pacific's wholly owned subsidiaries or (ii) acquisitions not in excess of $50 million; and
- will not, and will not permit any of its subsidiaries to, agree, in writing or otherwise, to take any of the foregoing actions.

Any obligation of Union Pacific contained in the merger agreement to take any action, or refrain from taking any action, will, with respect to Union Pacific's joint ventures and non-wholly owned subsidiaries, solely apply to the extent within Union Pacific's control.

Further, Union Pacific will not, and will cause its affiliates not to, directly or indirectly (whether by business combination, merger, consolidation or otherwise), acquire, purchase, lease or license or otherwise enter into a transaction with (or agree or publicly propose to acquire, purchase, lease or license or otherwise enter into a transaction with) any business, corporation, partnership, association or other business organization or division or part thereof, or any securities or collection of assets, or take any other action (or omit to take any other action), if doing so could reasonably be expected to: (i) impose any material delay in the obtaining of, or materially increase the risk of not obtaining, any consent of any governmental entity necessary to consummate the mergers or any of the other transactions contemplated by the merger agreement or the expiration or termination of any applicable waiting period; (ii) materially increase the risk of any governmental entity entering an order prohibiting the consummation of the mergers or any of the other transactions contemplated by the merger agreement; (iii) materially increase the risk of not being able to remove any such order on appeal or otherwise; or (iv) otherwise prevent or materially delay the consummation of the mergers or any of the other transactions contemplated by the merger agreement (including any debt financing necessary in connection therewith).

Conduct of Business of Norfolk Southern

In addition, without limiting the generality of the covenants and exceptions described under "-*Covenants and Agreements-Conduct of Business*," Norfolk Southern has also agreed that, except (i) as required by applicable law, (ii) as agreed in writing by Union Pacific, (iii) as expressly permitted or required by the merger agreement, (iv) if, within the first seventy-two (72) hours immediately following the occurrence of an emergency and following consultation with Union Pacific (if practicable under the circumstances), action is taken (or omitted), in each case, in a reasonably prudent manner, in response to such an emergency (provided that Norfolk Southern has reasonably consulted with Union Pacific throughout such period), and such action (or omission to act) is not reasonably expected to result in or give rise to costs, expenses, fines, losses, damages or liabilities in an amount equal to or greater than an agreed-upon amount or (v) as set forth on Norfolk Southern's disclosure schedules, between the date of the merger agreement and the earlier of the first effective time and the date, if any, on which the merger agreement is terminated, Norfolk Southern:

- will not, and will not permit any of its subsidiaries that is not wholly owned to, authorize or pay any dividends on or make any distribution with respect to its outstanding shares of capital stock (whether in cash, assets, stock or other securities of Norfolk Southern or its subsidiaries), except (i) quarterly cash dividends paid by Norfolk Southern on the outstanding shares of Norfolk Southern common stock and outstanding Norfolk Southern equity awards in the ordinary course of business not to exceed $1.35 per share, appropriately adjusted to reflect any stock dividends, subdivisions, splits, combinations or other similar events relating to the shares of Norfolk Southern common stock, (ii) dividends and distributions paid by subsidiaries of Norfolk Southern to Norfolk Southern, or to any of Norfolk Southern's other wholly owned subsidiaries and (iii) dividends or distributions required by the organizational documents of any subsidiary or joint venture of Norfolk Southern;
- will not, and will not permit any of its subsidiaries to, split, combine or reclassify any of its capital stock or issue or authorize or propose the issuance of any other securities in respect of, in lieu of or in substitution for shares of its capital stock, except (i) as may be permitted by the other interim operating covenants or (ii) for any such transaction by a wholly owned subsidiary of Norfolk Southern that remains a wholly owned subsidiary after consummation of such transaction;
- will not, and will not permit any of its subsidiaries to, (i) hire any employee at the level of vice president or above or engage any independent contractor (who is a natural person) with a total annual compensation of more than $500,000 or (ii) terminate the employment of any employee of Norfolk Southern or any of its subsidiaries at the level of vice president or above (other than for cause);

- except as required pursuant to the terms of any Norfolk Southern benefit plan as in effect as of the date of the merger agreement or as required pursuant to any Norfolk Southern labor agreement, will not, and will not permit any of its subsidiaries to, (i) grant (or promise to grant) any transaction, change in control or retention bonuses or any right to receive any transaction, change in control, retention or severance or similar compensation or benefits or increases therein, (ii) grant any Norfolk Southern equity awards or other equity or long-term incentive compensation awards, (iii) increase the compensation or other benefits payable or provided to any current or former director, employee or other individual service provider, (iv) establish, adopt, enter into, amend or terminate any Norfolk Southern benefit plan, (v) accelerate the vesting or payment of any compensation or benefits of any current or former officer, director, employee or other individual service provider or (vi) provide any funding for any rabbi trust or similar arrangement, or take any other action to fund or secure the payment of any compensation or benefit;
- will not, and will not permit any of its subsidiaries to, materially change financial accounting policies or procedures or any of its methods of reporting income, deductions or other material items for financial accounting purposes, except as required by GAAP or applicable law;
- will not adopt any amendments to the organizational documents of Norfolk Southern or any of its significant subsidiaries (other than amendments solely to effect ministerial changes to such documents);
- except for transactions among Norfolk Southern and its wholly owned subsidiaries or among Norfolk Southern's wholly owned subsidiaries, will not, and will not permit any of its subsidiaries to, issue, sell, pledge, dispose of or encumber, or authorize the issuance, sale, pledge, disposition or encumbrance of, any shares of its capital stock or other ownership interests in any subsidiaries of Norfolk Southern or any securities convertible into, exercisable for or exchangeable for any such shares or ownership interests or take any action to cause to be vested any otherwise unvested Norfolk Southern equity award (except as otherwise provided by the terms of the merger agreement or the express terms of any such Norfolk Southern equity award), other than (i) issuances of shares of Norfolk Southern common stock in respect of any exercise of or settlement of Norfolk Southern equity awards outstanding on the date of the merger agreement or as may be granted after the date of the merger agreement as permitted under the interim operating covenants, or (ii) pursuant to existing agreements in effect prior to the execution of the merger agreement (or refinancings thereof permitted pursuant to the interim operating covenants);
- except for transactions among Norfolk Southern and its subsidiaries or among Norfolk Southern's wholly owned subsidiaries, will not and will not permit any of its subsidiaries to, purchase, redeem or otherwise acquire any shares of its capital stock or any rights, warrants or options to acquire any such shares, other than the acquisition of shares of Norfolk Southern common stock from a holder of Norfolk Southern equity awards in satisfaction of withholding obligations or in payment of the exercise price;
- will not, and will not permit any of its subsidiaries to, incur, assume, or guarantee, any indebtedness for borrowed money, except for (i) any borrowings in the ordinary course of business that do not exceed $100 million, (ii) any indebtedness among Norfolk Southern and its wholly owned subsidiaries or among Norfolk Southern's wholly owned subsidiaries, (iii) any indebtedness incurred to replace, renew, extend, refinance or refund any existing indebtedness of Norfolk Southern or its subsidiaries (including indebtedness incurred to repay or refinance related fees, expenses, premiums and accrued interest), in each case, without increases to the outstanding principal amount of the initial indebtedness (other than as a result of the reasonable costs and expenses in connection with such replacement, renewal, extension, refinancing or refunding), (iv) guarantees or credit support provided by Norfolk Southern or any of its subsidiaries for indebtedness of Norfolk Southern or any of its wholly owned subsidiaries to the extent such indebtedness, is (a) in existence on the date of the merger agreement or (b) incurred in compliance with the interim operating covenants and (v) indebtedness incurred pursuant to Norfolk Southern existing indebtedness (or any replacements, renewals, extensions, or refinancings

thereof; provided that such replacement, renewal, extension or refinancing does not increase the initial principal amount of such indebtedness, other than as a result of the reasonable costs and expenses in connection with such replacement, renewal, extension or refinancing);

- will not, and will not permit any of its subsidiaries to, make any loans, advances, guarantees or capital contributions to or investments in any person (other than between Norfolk Southern or any of its wholly owned subsidiaries, on the one hand, and any of Norfolk Southern's wholly owned subsidiaries, on the other hand) outside the ordinary course of business in excess of $25 million individually or $50 million in the aggregate in any calendar year, except in each case as required under the organizational documents of any subsidiary or joint venture;
- will not, and will not permit any of its subsidiaries to, sell, lease, license, transfer, exchange or swap, or subject to any lien (other than permitted liens), or otherwise dispose of, any material portion of its businesses, properties or assets, including the capital stock of its subsidiaries but excluding intellectual property, other than in the ordinary course of business and except (i) pursuant to existing agreements in effect prior to the execution of the merger agreement (or refinancings thereof permitted pursuant to the interim operating covenants), (ii) transactions among Norfolk Southern and its subsidiaries or among Norfolk Southern's subsidiaries, or (iii) for consideration not in excess of $50 million individually or $100 million in the aggregate in any calendar year;
- will not, and will not permit any of its subsidiaries to, in each case, outside of the ordinary course of business, (i) amend or modify in any material respect, or terminate (where the determination is unilateral by Norfolk Southern or its subsidiary) any Norfolk Southern material contract (other than (a) amendments or modifications that are not adverse to Norfolk Southern and its subsidiaries in any material respect, (b) terminations upon the expiration of the term thereof in accordance with the terms thereof or (c) in connection with actions expressly permitted under the interim operating covenants or Norfolk Southern's disclosure schedules) or waive, release or assign any material rights, claims or benefits under any Norfolk Southern material contract, or (ii) enter into any contract that would have been a Norfolk Southern material contract had it been entered into prior to the date of the merger agreement, or renew or extend any Norfolk Southern material contract (other than in connection with certain actions expressly permitted under the interim operating covenants or Norfolk Southern's disclosure schedules) (provided that for the purposes of the restrictions on the conduct of Norfolk Southern between the date of the merger agreement and the earlier of the first effective time and the date, if any, on which the merger agreement is terminated, a contract that is a Norfolk Southern material contract solely because such contract is with one of the top twenty (20) suppliers or top twenty (20) customers of Norfolk Southern will only be deemed a Norfolk Southern material contract if the contract itself is material);
- will not, and will not permit any of its subsidiaries to, acquire assets outside the ordinary course of business (other than pursuant to any capital expenditures permitted by the interim operating covenants) from any other person with a fair market value or purchase price in excess of $50 million individually or $100 million in the aggregate (in any calendar year) in any transaction or series of related transactions, in each case, including any amounts or value reasonably expected to be paid in connection with a future earn-out, purchase price adjustment, release of "holdback" or similar contingent payment obligation, other than acquisitions of inventory or other goods in the ordinary course of business;
- will not, and will not permit any of its subsidiaries to, voluntarily settle, pay, discharge or satisfy any action, or enter into any consent decree: (i) other than any action that involves the payment of an amount not in excess of $25 million, individually, or $40 million in the aggregate arising from a single or series of related actions, over the amount reflected or reserved against in the balance sheet (or the notes thereto) included in Norfolk Southern's SEC filings relating to such action or series of related actions, or (ii) that would result in (a) the imposition of any order that would restrict the future activity or conduct of Norfolk Southern or any of its subsidiaries (excluding, for the avoidance of doubt, releases of claims, confidentiality and other immaterial obligations customarily included in monetary settlements) or (b) a finding or admission of a violation of law;

- (i) will not, and will not permit any of its subsidiaries to, make or authorize any capital expenditures other than in the ordinary course of business and in the aggregate not in excess of 10% of the amounts reflected in Norfolk Southern's capital expenditure budget set forth in Norfolk Southern's disclosure schedules and (ii) will cause its subsidiaries to use reasonable best efforts to make the capital expenditures as set forth in Norfolk Southern's disclosure schedules;
- will not, and will not permit any of its subsidiaries to, terminate or intentionally permit any material Norfolk Southern permit to lapse, other than in accordance with the terms and regular expiration thereof, or fail to apply on a timely basis for any renewal of any renewable material Norfolk Southern permit (excluding, in each case, any Norfolk Southern permit that Norfolk Southern, in its reasonable judgment, no longer believes to be material or necessary to the conduct of its businesses);
- will not, and will not permit any of its subsidiaries to, adopt or enter into a plan of complete or partial liquidation, dissolution, restructuring, recapitalization or other reorganization of Norfolk Southern or any of its subsidiaries;
- will not, and will not permit any of its subsidiaries to, enter into any material new line of business that is not either reasonably related to the existing business lines of Norfolk Southern and its subsidiaries or consistent with business lines into which similarly situated railroad companies have entered;
- will not (i) make (other than in the ordinary course of business), change or revoke any material tax election, (ii) change any material method of tax accounting or tax accounting period, (iii) file any materially amended material tax return, (iv) settle or compromise any material tax proceeding for an amount materially in excess of the amount reflected or reserved against in the balance sheet (or the notes thereto) included in Norfolk Southern SEC filings relating thereto or enter into any closing agreement within the meaning of Section 7121 of the Code (or any similar provision of state, local or non-U.S. law) relating to any material tax, (v) surrender any right to claim a material tax refund or (vi) agree to an extension or waiver of the statute of limitations with respect to the assessment of any material tax without notifying Union Pacific in writing reasonably promptly after entering into any such agreement;
- will not, and will not permit any of its subsidiaries to, terminate or fail to exercise renewal rights with respect to any insurance policies of Norfolk Southern and its subsidiaries in a manner that would (after taking into account any replacement insurance policies) materially and adversely affect the overall insurance coverage of Norfolk Southern and its subsidiaries, taken as a whole;
- will not, and will not permit any of its subsidiaries to, sell, assign, transfer, license, mortgage, pledge, divest, or grant any lien on any Norfolk Southern intellectual property material to the business of Norfolk Southern and its subsidiaries, taken as a whole, except for (i) non-exclusive licenses of Norfolk Southern intellectual property granted in the ordinary course of business or that otherwise do not materially affect the operation of Norfolk Southern's and its subsidiaries' businesses and (ii) permitted liens;
- will not, and will not permit any of its subsidiaries to, abandon or otherwise allow to lapse or expire any registered Norfolk Southern intellectual property material to the business of Norfolk Southern and its subsidiaries, taken as a whole, other than lapses or expirations of any registered Norfolk Southern intellectual property that is at the end of its maximum statutory term (with permitted renewals); and
- will not, and will not permit any of its subsidiaries to, agree, in writing or otherwise, to take any of the foregoing actions.

Nothing in the merger agreement, however, gives Union Pacific, Merger Sub 1, or Merger Sub 2, directly or indirectly, the right to control or direct Norfolk Southern's or its subsidiaries' operations prior to the first effective time. Prior to the first effective time, Norfolk Southern will exercise, consistent with the terms and conditions of the merger agreement and subject to applicable law, complete control and supervision over its and its subsidiaries' operations. In addition, any obligation of Norfolk Southern contained in the merger agreement to take any action, or refrain from taking any action, will, with respect to Norfolk Southern's joint ventures and non-wholly owned subsidiaries, solely apply to the extent within Norfolk Southern's control.

Union Pacific Shareholder Meeting and Recommendation of Union Pacific's Board of Directors

Under the merger agreement, Union Pacific will take all action necessary in accordance with applicable law and its articles of incorporation and by-laws to set a record date for, duly give notice of, convene and hold a meeting of its shareholders following the mailing of this joint proxy statement/prospectus for the purpose of obtaining the Union Pacific shareholder approval as soon as reasonably practicable following the date when this registration statement on Form S-4 is declared effective by the SEC. Unless Union Pacific has made a change of recommendation in compliance with the provisions of the merger agreement, Union Pacific will include its recommendation for the Union Pacific shareholders to vote to approve the share issuance proposal in this joint proxy statement/prospectus, and will solicit and use its reasonable best efforts to obtain the Union Pacific shareholder approval at the Union Pacific special meeting (including by soliciting proxies in favor of the approval of the share issuance) as soon as reasonably practicable.

Union Pacific will cooperate with and keep Norfolk Southern informed on a reasonably current basis regarding its solicitation efforts and voting results following the dissemination of this joint proxy statement/prospectus to its shareholders. Union Pacific may adjourn or postpone the Union Pacific special meeting (i) to allow time for the filing and dissemination of any supplemental or amended disclosure document that the Union Pacific board has determined in good faith (after consultation with its outside legal counsel) is required to be filed and disseminated under applicable law, (ii) if as of the time that the Union Pacific special meeting is originally scheduled (as set forth in this joint proxy statement/prospectus) there are insufficient shares of Union Pacific common stock represented (either in person (including virtually) or represented by proxy) to constitute a quorum necessary to conduct the business of the Union Pacific special meeting, (iii) to allow reasonable additional time to solicit additional proxies necessary to obtain the Union Pacific shareholder approval, (iv) to comply with applicable law, or (v) with the prior written consent of Norfolk Southern (which will not be unreasonably withheld, conditioned, or delayed). Without the prior written consent of Norfolk Southern (which will not be unreasonably withheld, conditioned, or delayed), the share issuance proposal and the Union Pacific adjournment proposal are the only matters that Union Pacific will propose to be acted on by Union Pacific shareholders at the Union Pacific special meeting.

Unless the merger agreement is terminated in accordance with its terms, in the event that the Union Pacific board makes a change of recommendation, Union Pacific will nevertheless submit the share issuance proposal to Union Pacific shareholders to obtain the Union Pacific shareholder approval at the Union Pacific shareholder meeting (or any adjournment, recess, or postponement thereof).

Unless the merger agreement is terminated in accordance with its terms, the obligation of Union Pacific to hold the Union Pacific shareholder meeting will not be affected solely by the making of a change of recommendation or solely by the commencement of or announcement or disclosure, or communication to Union Pacific or Norfolk Southern, of any alternative proposal.

Norfolk Southern Shareholder Meeting and Recommendation of Norfolk Southern's Board of Directors

Under the merger agreement, Norfolk Southern will take all action necessary in accordance with applicable law and its articles of incorporation and bylaws to set a record date for, duly give notice of, convene, and hold a meeting of its shareholders following the mailing of this joint proxy statement/prospectus for the purpose of obtaining the Norfolk Southern shareholder approval as soon as reasonably practicable following the date when this registration statement on Form S-4 is declared effective by the SEC. Unless Norfolk Southern has made a change of recommendation in compliance with the provisions of the merger agreement, Norfolk Southern will include its recommendation for the Norfolk Southern shareholders to vote to approve the merger agreement in this joint proxy statement/prospectus, and will solicit and use its reasonable best efforts to obtain the Norfolk Southern shareholder approval at the Norfolk Southern special meeting (including by soliciting proxies in favor of the adoption of the merger agreement) as soon as reasonably practicable.

Norfolk Southern will cooperate with and keep Union Pacific informed on a reasonably current basis regarding its solicitation efforts and voting results following the dissemination of this joint proxy statement/prospectus to its shareholders. Norfolk Southern may adjourn or postpone the Norfolk Southern special meeting (i) to allow time for the filing and dissemination of any supplemental or amended disclosure document that the Norfolk Southern board has determined in good faith (after consultation with its outside legal counsel) is required to be filed and disseminated under applicable law, (ii) if as of the time that the Norfolk Southern special meeting is originally scheduled (as set forth in this joint proxy statement/prospectus) there are insufficient shares of Norfolk Southern common stock represented (either in person (including virtually) or represented by proxy) to constitute a quorum necessary to conduct the business of the Norfolk Southern special meeting, (iii) to allow reasonable additional time to solicit additional proxies necessary to obtain the Norfolk Southern shareholder approval, (iv) to comply with applicable law, or (v) with the prior written consent of Union Pacific (which will not be unreasonably withheld, conditioned, or delayed). Without the prior written consent of Union Pacific (which will not be unreasonably withheld, conditioned, or delayed), the merger agreement proposal, the merger-related compensation proposal, and the Norfolk Southern adjournment proposal are the only matters that Norfolk Southern will propose to be acted on by Norfolk Southern shareholders at the Norfolk Southern special meeting.

Unless the merger agreement is terminated in accordance with its terms, in the event that the Norfolk Southern board makes a change of recommendation, Norfolk Southern will nevertheless submit the merger agreement to Norfolk Southern shareholders to obtain the Norfolk Southern shareholder approval at the Norfolk Southern shareholder meeting (or any adjournment, recess, or postponement thereof).

Unless the merger agreement is terminated in accordance with its terms, the obligation of Norfolk Southern to hold the Norfolk Southern shareholder meeting will not be affected solely by the making of a change of recommendation or solely by the commencement of or announcement or disclosure, or communication to Norfolk Southern or Union Pacific, of any alternative proposal.

No Solicitation

Each of Union Pacific and Norfolk Southern has agreed to promptly terminate any existing discussions or negotiations that may have been ongoing prior to the date of the merger agreement with any person (other than the other party or any of their respective affiliates or representatives) with respect to any alternative proposal or any proposal or transaction that could reasonably be expected to lead to or result in an alternative proposal, as described hereinafter, and to promptly terminate all physical and electronic data room access previously granted to any such person or its representatives.

Each of Union Pacific and Norfolk Southern has agreed that it will not, and will cause its affiliates and its and their respective directors, officers, and other representatives not to, directly or indirectly:

- solicit, initiate, or knowingly encourage or knowingly facilitate any inquiry regarding, or the making or submission of any proposal, offer, or indication of intent that constitutes, or would reasonably be expected to lead to, or result in, an alternative proposal;
- engage in, continue, or otherwise participate in any discussions or negotiations with any person regarding an alternative proposal or any inquiry, proposal, or offer that would reasonably be expected to lead to, or result in, an alternative proposal (except to notify such person that the non-solicit provisions of the merger agreement prohibit any such discussions or negotiations);
- furnish any non-public information relating to the Union Pacific or its subsidiaries or Norfolk Southern or its subsidiaries, as applicable, in connection with or for the purpose of facilitating an alternative proposal or any inquiry, proposal, offer, or indication of interest that would reasonably be expected to lead to, or result in, an alternative proposal;
- recommend or enter into any other letter of intent, memorandum of understanding, agreement in principle, option agreement, acquisition agreement, merger agreement, joint venture agreement,

partnership agreement, or other similar agreement with respect to an alternative proposal (except for confidentiality agreements permitted under the no solicitation covenant); or

- approve, authorize, or agree to do any of the foregoing or otherwise knowingly facilitate any effort or attempt to make an alternative proposal.

Prior to obtaining shareholder approval of the share issuance proposal, in the case of Union Pacific, or prior to obtaining shareholder approval of the merger agreement proposal, in the case of Norfolk Southern, if Union Pacific or Norfolk Southern receives a bona fide, unsolicited alternative proposal that does not result from a breach of such party's no-solicitation obligations under the merger agreement, that party and its representatives may contact the third party making the alternative proposal solely to clarify the terms and conditions of such proposal. If based on the information then available and after consultation with outside legal counsel and a financial advisor, the Union Pacific board or the Norfolk Southern board, as applicable, determines in good faith (after consultation with outside legal counsel and a financial advisor) that such alternative proposal is, or could reasonably be expected to result in, a superior proposal and the failure to take such action would be inconsistent with the directors' fiduciary duties under applicable law:

- Union Pacific or Norfolk Southern, as applicable, may furnish non-public information to the third party making such alternative proposal only if, prior to furnishing such information, such information has been made available to Norfolk Southern or Union Pacific, as applicable, and the third party making such alternative proposal executes a confidentiality agreement having confidentiality and use provisions that are not less restrictive than the confidentiality agreement entered into by Union Pacific and Norfolk Southern, dated May 19, 2025, and will not prohibit Norfolk Southern or Union Pacific, as applicable, from complying with the merger agreement or contain terms that would restrict in any manner Norfolk Southern's or Union Pacific's, as applicable, ability to consummate the mergers;
- if the third party making such alternative proposal is a known competitor of Union Pacific or Norfolk Southern, as applicable, Union Pacific or Norfolk Southern, as applicable, must not provide any commercially sensitive non-public information to such third party in connection with the bullet point above, other than in accordance with customary "clean room" or other similar procedures designed to limit the disclosure of competitively sensitive information; and
- Union Pacific or Norfolk Southern, as applicable, may engage in discussions or negotiations with such third party with respect to the alternative proposal.

Each of Union Pacific and Norfolk Southern, as applicable, must promptly (and in any event within twenty-four (24) hours after receipt) notify the other party in writing if (i) any inquiries, proposals, or offers with respect to an alternative proposal are received by Union Pacific or any of its representatives or Norfolk Southern or any of its representatives, as applicable, or (ii) any information is requested from Union Pacific or any of its representatives or Norfolk Southern or any of its representatives, as applicable, that, to the knowledge of Union Pacific or Norfolk Southern, as applicable, has been or is reasonably likely to have been made in connection with any alternative proposal, which notice must identify the material terms and conditions thereof (including the name of the applicable third party and, if applicable, complete copies of any written requests, proposals, or offers and any other material documents, including proposed agreements). Each of Union Pacific and Norfolk Southern, as applicable, must keep the other party reasonably informed on a reasonably current basis of any material developments regarding any alternative proposals or any material change to the terms of any such alternative proposal and any material change to the status of any such discussions or negotiations with respect thereto.

Change of Recommendation and Match Rights

Subject to the following paragraph, the Union Pacific board may not change its recommendation that Union Pacific shareholders vote "**FOR**" the share issuance proposal, and the Norfolk Southern board may not change its recommendation that Norfolk Southern shareholders vote "**FOR**" the merger agreement proposal. Under the

merger agreement, a change of recommendation will occur if the Union Pacific board or the Norfolk Southern board, including any committee thereof:

- withdraws, withholds, qualifies, or modifies, or proposes publicly to withdraw, withhold, qualify, or modify, the recommendation;
- fails to include the recommendation in the joint proxy statement/prospectus that is mailed to its shareholders;
- if any alternative proposal that is structured as a tender offer or exchange offer for the outstanding shares of Union Pacific common stock or Norfolk Southern common stock, as applicable, is commenced pursuant to Rule 14d-2 under the Exchange Act (other than by Union Pacific or an affiliate of Union Pacific, or Norfolk Southern or an affiliate of Norfolk Southern, as applicable), fails to recommend, within ten (10) business days after such commencement, against acceptance of such tender offer or exchange offer by its shareholders;
- approves, adopts or recommends or declares advisable any alternative proposal or publicly proposes to approve, adopt or recommend, or declare advisable any alternative proposal; or
- approves, adopts or recommends, or declares advisable or enters into, any letter of intent, memorandum of understanding, agreement in principle, acquisition agreement, merger agreement, option agreement, joint venture agreement, partnership agreement, or other agreement (other than a confidentiality agreement referred to in and entered into compliance with its no solicitation covenant) with respect to any alternative proposal.

Prior to obtaining shareholder approval of the share issuance proposal, the Union Pacific board may, or, prior to obtaining shareholder approval of the merger agreement proposal, the Norfolk Southern board may, make a change of recommendation in response to a superior proposal. Prior to making any such change of recommendation, the Union Pacific board or the Norfolk Southern board, as applicable, (i) must provide the other party with at least five (5) business days' prior written notice advising the other party of its intention to change its recommendation, which notice must include a description of the terms and conditions of the superior proposal that is the basis for the proposed action of the Union Pacific board or the Norfolk Southern board, as applicable (including the identity of the person making the superior proposal and, if applicable, complete copies of any written requests, proposals, or offers and any other material documents, including any proposed definitive agreements for such superior proposal), and Union Pacific or Norfolk Southern, as applicable, must have negotiated in good faith with the other party (to the extent the other party wishes to negotiate) to enable the other party to make such amendments to the terms of the merger agreement as would permit the Union Pacific board or the Norfolk Southern board, as applicable, not to effect the change of recommendation and (ii) at the end of the five (5)-business day period following delivery of the written notice, after taking into account any changes to the terms of the merger agreement proposed by the other party in writing and any other proposals or information offered in writing by the other party, must conclude that the superior proposal giving rise to the five (5)-business day period continues to constitute a superior proposal if such amendments were to be given effect; provided that any material modifications to the terms of such superior proposal (including any change in the amount or form of consideration) shall commence a new notice period as described in this paragraph, except that references to the applicable five (5)-business day period will be replaced by three (3) business days.

In addition, prior to obtaining the Union Pacific shareholder approval of the share issuance proposal, the Union Pacific board may, or, prior to obtaining the Norfolk Southern shareholder approval of the merger agreement proposal, the Norfolk Southern board may, in response to an intervening event, make a change of recommendation if the Union Pacific board or the Norfolk Southern board, as applicable, determines in good faith, after consultation with outside legal counsel, that the failure of the Union Pacific board or the Norfolk Southern board, as applicable, to take such action would be inconsistent with its fiduciary duties under applicable law. Prior to making any such change of recommendation, the Union Pacific board or the Norfolk Southern board, as applicable, (i) must give the other party at least five (5) business days' prior written notice advising the other party of its intention to make such a change of recommendation, which notice must include a description of

the applicable intervening event and (ii) at the end of the five (5)-business day period, after taking into account any changes to amend the terms of the merger agreement proposed by the other party in writing and any other proposals or information offered by the other party in writing during the five (5)-business day period, must determine in good faith, after consultation with outside legal counsel, that the failure of the Union Pacific board or the Norfolk Southern board, as applicable, to make such change of recommendation would continue to be inconsistent with its fiduciary duties under applicable law if such amendments were to be given effect.

Required Special Meeting Notwithstanding Change of Recommendation

Unless the merger agreement is terminated under the terms set forth in "-*Termination*," Union Pacific and Norfolk Southern will hold the Union Pacific special meeting and the Norfolk Southern special meeting, respectively, even if a change of recommendation has been made.

Employee Matters

Under the merger agreement, for a period of one (1) year following the first effective time, Union Pacific will provide, or will cause to be provided, to each employee of Norfolk Southern and its subsidiaries as of immediately prior to the first effective time who remains employed by Union Pacific or its subsidiaries following the first effective time: (i) base compensation, cash incentive opportunities, and target equity incentive opportunities that, in each case, are no less favorable than were provided to the continuing employee immediately before the first effective time (it being understood that in lieu of equity compensation awards, Union Pacific may provide continuing employees who, as of immediately prior to the first effective time, were eligible to receive Norfolk Southern equity compensation awards, long-term incentive awards that are settled in cash in an amount sufficient to replace the grant date value of the continuing employee's equity compensation opportunity immediately prior to the first effective time; provided that, except as set forth in the merger agreement, such long-term incentive awards will have the same terms and conditions as those applicable to the equity awards granted by Union Pacific to its similarly situated employees), and (ii) employee benefits (excluding severance, retention, change in control, bonuses, equity or equity based compensation, paid time off, defined benefit plans and retiree medical or welfare plans or arrangements) that are no less favorable in the aggregate than such employee benefits provided to the continuing employee immediately before the first effective time. The merger agreement also provides that for the one (1) year period following the first effective time, Union Pacific will provide, or will cause to be provided, to each continuing employee severance benefits in accordance with the terms of the applicable Norfolk Southern severance plan in which such continuing employee is eligible to participate immediately prior to the first effective time.

Reasonable Best Efforts; Regulatory Filings and Other Actions

Each of Union Pacific and Norfolk Southern has agreed to use reasonable best efforts to (and to cause each of their respective affiliates to) take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other parties in doing, all things necessary, proper, or advisable under applicable laws to cause the conditions to closing set forth the merger agreement to be satisfied and to consummate and make effective the mergers and the other transactions contemplated by the merger agreement prior to the end date, including:

- the obtaining of all necessary actions or nonactions, authorizations, permits, waivers, consents, clearances, approvals and expirations or terminations of waiting periods from governmental entities, and the making of all necessary registrations, notices, notifications, petitions, applications, reports, and other filings and the taking of all steps as may be necessary, proper, or advisable to obtain an approval, clearance, or waiver from, or to avoid an action or proceeding by, any governmental entity;
- the obtaining of all necessary consents from third parties;
- the defending of any actions, lawsuits, or other legal proceedings, whether judicial or administrative, challenging the merger agreement or the consummation of the mergers and the other transactions contemplated by the merger agreement, or seeking to prohibit or delay the closing; and

- the execution and delivery of any additional instruments necessary, proper, or advisable to consummate, and to fully carry out the purposes of the transactions contemplated by the merger agreement;

  provided that, solely with respect to approvals from third parties other than from governmental entities and other than under railroad laws or antitrust laws as provided in the merger agreement, in no event will either Union Pacific or Norfolk Southern or any of their respective subsidiaries be required to pay any fee, penalty, or other consideration to any third party for any consent required for or triggered by the consummation of the transactions contemplated by the merger agreement under any contract or agreement or otherwise.

Without limiting the foregoing, but subject to the terms and conditions set forth in the merger agreement, each of Union Pacific and Norfolk Southern has agreed:

- to promptly, but in no event later than six (6) months after the date of the prefiling notification, file the application with the STB (provided if the STB issues an order or otherwise implements a regulatory change that materially impedes the filing of the application, Union Pacific and Norfolk Southern shall file the application as reasonable in light of such order or regulatory change), as promptly as practicable and advisable, file any and all notification and report forms with the CNA and the FCC, and take all other actions necessary to cause the expiration or termination of any applicable waiting periods under applicable law;
- to cooperate with each other in determining whether any other filings are required to be made with, or consents are required to be obtained from, or with respect to, any third parties or governmental entities, including under other applicable antitrust laws and railroad laws, and/or Union Pacific and Norfolk Southern approvals, in connection with the execution and delivery of the merger agreement and the consummation of the transactions contemplated thereby and making all such filings as promptly as practicable and advisable and timely obtaining all such consents; and
- to use reasonable best efforts to take, or cause to be taken, all other actions and do, or cause to be done, all other things necessary, proper, or advisable to consummate and make effective the transactions contemplated hereby and to avoid or eliminate each and every impediment under any law that may be asserted by any governmental entity with respect to the mergers so as to enable the closing to occur prior to the end date, including (i) proposing, negotiating, committing to, and effecting, by consent decree, hold separate order or otherwise, the sale, divestiture, license, hold separate, or disposition of any and all of the share capital or other equity interest, assets (whether tangible or intangible), products, or businesses of Union Pacific and its subsidiaries or of Norfolk Southern and its subsidiaries, (ii) otherwise taking or committing to take any actions that after the first effective time would limit Union Pacific or its subsidiaries' freedom of action with respect to, or their ability to retain, or otherwise agreeing to any restriction, requirement, or limitation with respect to their or one or more of their subsidiaries' assets (whether tangible or intangible), products or businesses, in each case as may be required in order to avoid the entry of, or to effect the dissolution of, any injunction, temporary restraining order, or other order that would otherwise have the effect of preventing or delaying the closing, and (iii) committing to take certain actions set forth on the Norfolk Southern's disclosure schedules, subject to the limitations set forth therein (any such action or limitation described in this third bullet, each referred to as a restriction).

However, in no event will Union Pacific or any of its affiliates (including, for purposes of this sentence, Norfolk Southern and its subsidiaries, after giving effect to the mergers) be required to take, or commit to take, or agree to or accept any (i) restrictions which have financial impacts exceeding an agreed-upon overall materiality level or restrictions in certain non-required categories with financial impacts comprising more than an agreed-upon portion of the overall materiality level, (ii) voting trust agreement or other similar agreement that has the effect of requiring the deposit of the outstanding shares of the second surviving company into a voting trust or similar arrangement, or (iii) material alteration of the conditions imposed on regulatory approval of transactions involving Union Pacific or Norfolk Southern, or their respective subsidiaries, prior to the date of the merger agreement (any of the foregoing actions or limitations described in clauses (i) through (iii) is referred to as a

"materially burdensome regulatory condition"). Neither Norfolk Southern nor any of its subsidiaries will be required to become subject to, or consent or agree to or otherwise take any action with respect to, any requirement, condition, understanding, agreement, or order to sell, divest, license, hold separate, or otherwise dispose of, or to conduct, restrict, operate, invest, or otherwise change the assets, operations, or business of Norfolk Southern or any of its subsidiaries, unless such requirement, condition, understanding, agreement, or order is binding on or otherwise applicable to Norfolk Southern or its subsidiaries only from and after the first effective time in the event that the closing occurs and is expressly permitted pursuant to the merger agreement. Norfolk Southern and its subsidiaries will not agree to any such actions without the prior written consent of Union Pacific which, subject to and without limiting Union Pacific's obligations under the merger agreement, may be granted or withheld in Union Pacific's sole discretion.

Under the merger agreement, Union Pacific and Norfolk Southern also agreed:

- to cooperate and consult with each other in connection with the making of all registrations, filings, notifications, communications, submissions, and any other actions relating to regulatory filings;
- to keep the other party apprised of the status of matters relating to the completion of the transactions contemplated by the merger agreement, including promptly informing and furnishing the other party with copies of notices or other communications received or given by the other party from or to any third party and/or any governmental entity with respect to such transactions;
- to permit counsel for the other party reasonable opportunity to review in advance, and consider in good faith the views of the other party in connection with, any proposed notifications or filings and any written communications or submissions, and with respect to any such notification, filing, written communication, or submission, any documents submitted therewith to any governmental entity (subject to certain exceptions); provided that material may be redacted (i) to remove references concerning the valuation of the business of Norfolk Southern and its subsidiaries, (ii) as necessary to comply with contractual agreements, and (iii) as necessary to address reasonable privilege or confidentiality concerns; provided, further, that each party may reasonably designate any competitively sensitive material provided to the other under this provision of the merger agreement as "Outside Counsel Only Material" which such material and the information contained therein shall be given only to outside antitrust counsel of the recipient and will not be disclosed by such outside counsel to employees, officers, or directors of the recipient unless express permission is obtained in advance from the source of the materials or its legal counsel;
- subject to Union Pacific's obligations under the regulatory efforts covenant and subject to consulting with Norfolk Southern, that Union Pacific will, in its sole discretion, devise and implement the strategy and timing for obtaining any consents required under any applicable law in connection with the transactions contemplated by the merger agreement and Union Pacific will have the final authority in its sole discretion over all decisions in respect of all matters addressed in the regulatory efforts covenant, including the development, presentation, and conduct of, and all decisions with respect to, the matters relating to obtaining the requisite regulatory approvals, including any decisions with respect to timing, content, negotiations, and any communications regarding any restrictions;
- that Union Pacific will take the lead in all meetings and communications with any governmental entity in connection with obtaining such consents; provided that Union Pacific will consult in advance with Norfolk Southern and in good faith take Norfolk Southern's views into account regarding the overall strategy and timing; and
- that Norfolk Southern (and its subsidiaries) will not initiate discussions or proceedings with any governmental entity, or take or agree to take any actions (other than any ministerial actions including preparatory activities and discussions involving only Norfolk Southern and its representatives) or agree to any restrictions or conditions with respect to obtaining any consents in connection with the mergers and the other transactions contemplated by the merger agreement without the prior written consent of Union Pacific, unless, in each case, expressly permitted or expressly required to be taken pursuant to the regulatory efforts covenant contained in the merger agreement.

Indemnification and Insurance

For six (6) years after the first effective time, (i) Union Pacific, Merger Sub 1, Merger Sub 2, and Norfolk Southern have agreed that all rights to exculpation, indemnification, and advancement of expenses now existing in favor of the current or former directors or officers, as the case may be, of Norfolk Southern or its subsidiaries as provided in their respective organizational documents or in any indemnification agreements made available to Union Pacific prior to the date of the merger agreement will survive the mergers and will continue at and after the first effective time in full force and effect, and (ii) Union Pacific and the second surviving company will not amend, repeal, or otherwise modify any such provisions in any manner that would adversely affect the rights thereunder of any individuals who at the first effective time were current or former directors or officers of Norfolk Southern or any of its subsidiaries (provided that all rights to indemnification in respect of any proceeding pending or asserted or any claim made within such period will continue until the final disposition of such proceeding or resolution of such claim, even if beyond the six-year period).

The second surviving company will, and Union Pacific will cause the second surviving company to, to the fullest extent permitted under applicable law and Norfolk Southern and its subsidiaries' organizational documents in effect as of the date of the merger agreement and any indemnification agreements made available to Union Pacific prior to the date of the merger agreement, indemnify and hold harmless (and advance funds in respect of each of the foregoing or any related expenses) each current and former director or officer of Norfolk Southern or any of its subsidiaries and each person who served as a director, officer, member, trustee, or fiduciary of another corporation, partnership, joint venture, trust, pension or other employee benefit plan, or enterprise at the written request of Norfolk Southern or its subsidiaries against any costs or expenses (including reasonable attorneys' fees and expenses in advance of the final disposition of any proceeding to each such person), judgments, fines, losses, claims, damages, obligations, costs, liabilities, and other amounts in connection with any proceeding arising out of, relating to or in connection with any action or omission occurring or alleged to have occurred at or prior to the first effective time (including acts or omissions in connection with such persons serving as an officer, director, employee, or other fiduciary of any entity if such services were at the request or for the benefit of Norfolk Southern or its subsidiaries), whether asserted or claimed prior to, at, or after the first effective time. In the event of any such proceeding, the second surviving company will cooperate with the indemnified party in the defense of any such proceeding.

For six (6) years from the first effective time, Union Pacific and the second surviving company will cause to be maintained in effect the current policies of directors' and officers' liability insurance and fiduciary liability insurance maintained by Norfolk Southern and its subsidiaries with respect to matters arising on or before the first effective time, subject to an aggregate annual premium cap of 300% of the last aggregate annual premium paid by Norfolk Southern prior to the date of the merger agreement in respect of such coverage required to be maintained (which is referred to as the annual premium cap). If the annual premium cap would be exceeded, Union Pacific and the second surviving company will purchase as much coverage as reasonably practicable for such amount. In the alternative, Norfolk Southern will, at Union Pacific's request and in reasonable consultation with Union Pacific, purchase, prior to the first effective time, a six-year prepaid "tail" insurance policy providing substantially equivalent benefits as the current policies of directors' and officers' liability and fiduciary liability insurance maintained by Norfolk Southern and its subsidiaries with respect to matters arising on or before the first effective time, including with respect to the matters contemplated by the merger agreement; provided that Norfolk Southern will not commit or spend on such "tail" insurance, in the aggregate, more than the annual premium cap, and if the annual premium cap would be exceeded, Norfolk Southern will purchase, in consultation with Union Pacific, as much coverage as reasonably practicable for up to such cap. Union Pacific and the second surviving company will cause such insurance to be maintained in full force and effect, for its full term, and cause all obligations thereunder to be honored by the second surviving company.

Union Pacific will pay all reasonable expenses, including reasonable attorneys' fees, that may be incurred by any indemnified party in enforcing the indemnity and other obligations provided above.

The rights of each indemnified party will be in addition to, and not in limitation of, any other rights such indemnified party may have under the certificates of incorporation, bylaws, or other organizational documents of the Norfolk Southern, any of its subsidiaries or the second surviving company, any other indemnification arrangement, the VSCA, the VLLCA, or otherwise. These survive the consummation of the mergers and expressly are intended to benefit, and are enforceable by, each of the indemnified parties.

In the event that Union Pacific, the second surviving company, or any of their respective successors or assigns (i) consolidates with or merges into any other person and shall not be the continuing or surviving corporation or entity in such consolidation or merger or (ii) transfers all or substantially all of its properties and assets to any person, then, and in either such case, proper provision will be made so that the successors and assigns of Union Pacific or the second surviving company, as applicable, assume their respective obligations set forth above.

Union Pacific Board Composition

The parties will take all actions necessary to designate and appoint three (3) of the directors of the Norfolk Southern board as of immediately prior to the first effective time to serve as directors on the Union Pacific board effective as of the first effective time, in each case until such director's successor is elected and qualified or such director's earlier death, resignation, or removal, in each case in accordance with Union Pacific's organizational documents. The designees will be determined by the Union Pacific board, except that the designees will include Mark R. George, the current President and Chief Executive Officer of Norfolk Southern, and Richard H. Anderson, the current Chairman of the Norfolk Southern board, in each case, so long as each is qualified, and willing and suitable to serve as a director under all applicable corporate governance policies and guidelines as reviewed and determined reasonably and in good faith by the Corporate Governance, Nominating and Sustainability Committee of the Union Pacific board.

Financing Cooperation

Norfolk Southern will use its reasonable best efforts, will cause each of its subsidiaries to use its reasonable best efforts, and each of them will use their reasonable best efforts to cause their respective representatives to use their reasonable best efforts, to provide customary cooperation, to the extent reasonably requested by Union Pacific in writing, in connection with the offering, arrangement, syndication, consummation, issuance, or sale of any debt financing required to fund the payment of the cash consideration and any fees and expenses of or payable by Union Pacific, Merger Sub 1, Merger Sub 2, or Union Pacific's other affiliates on the closing date, and for any repayment or refinancing on the closing date of any outstanding indebtedness of Norfolk Southern and/or its subsidiaries contemplated by, or undertaken in connection with the transactions described in, the merger agreement (provided that such requested cooperation does not unreasonably interfere with the ongoing operations of Norfolk Southern or any of its subsidiaries), subject to certain limitations set forth in the merger agreement.

Certain Tax Matters

Union Pacific, Merger Sub 1, Merger Sub 2, and Norfolk Southern have agreed to, and to cause their respective subsidiaries to, (i) use their respective reasonable best efforts to cause the mergers, taken together, to qualify as a reorganization within the meaning of Section 368(a) of the Code and (ii) not take any action or fail to take any action if such action or such failure is intended or could reasonably be expected to prevent or impede the mergers, taken together, from qualifying as a "reorganization" within the meaning of Section 368(a) of the Code. Union Pacific and Norfolk Southern intend to report, and intend to cause their respective subsidiaries to report, the mergers, taken together, as a reorganization within the meaning of Section 368(a) of the Code.

Other Covenants and Agreements

The merger agreement contains certain other covenants agreements, including covenants relating to:

- cooperation between Union Pacific and Norfolk Southern in the preparation of this joint proxy statement/prospectus;
- actions to be taken by Union Pacific and Norfolk Southern with respect to notifying the other party of certain matters;
- confidentiality and access by Union Pacific to certain information about Norfolk Southern solely to the extent in furtherance of the consummation of the mergers and the other transactions contemplated by the merger agreement or integration planning relating thereto;
- actions to be taken by Union Pacific with respect to the listing on the NYSE of shares of Union Pacific common stock issued in connection with the mergers and actions to be taken by Norfolk Southern regarding the delisting of shares of Norfolk Southern common stock from the NYSE and termination of Norfolk Southern's registration under the Exchange Act;
- actions to be taken by Union Pacific and Norfolk Southern with respect to Section 16(a) of the Exchange Act;
- Norfolk Southern affording Union Pacific a reasonable opportunity to participate in the defense or settlement of any shareholder litigation or claim against Norfolk Southern relating to the mergers and the required consent of Union Pacific prior to the settlement of any such litigation;
- coordination between Norfolk Southern and Union Pacific on the declaration of dividends with respect to shares of Norfolk Southern common stock (if outside the ordinary course of business and inconsistent with past practice);
- actions relating to the treatment of existing Norfolk Southern indebtedness;
- the appointment of a transition team in order to facilitate the integration and operations of Union Pacific and Norfolk Southern and their respective subsidiaries; and
- actions to be taken by Union Pacific, Merger Sub 1, Merger Sub 2, Norfolk Southern, and the members of their respective boards of directors with respect to any anti-takeover statute or regulation so that the transactions contemplated by the merger agreement may be consummated as promptly as practicable on the terms contemplated by the merger agreement and otherwise act to eliminate or minimize the effects of such statute or regulation on the transactions contemplated by the merger agreement.

Conditions to the Mergers

Conditions to the Obligations of Each Party to Effect the Mergers

The obligations of each of Union Pacific, Merger Sub 1, Merger Sub 2, and Norfolk Southern to effect the mergers are subject to the satisfaction (or waiver by Union Pacific and Norfolk Southern to the extent permitted by applicable law) of various conditions, including the following:

- Union Pacific shareholders approving the share issuance proposal and Norfolk Southern shareholders approving the merger agreement proposal;
- effectiveness of the registration statement of which this joint proxy statement/prospectus forms a part, and the absence of any stop order suspending such effectiveness or of any proceeding seeking a stop order relating to such registration statement;
- the absence of any injunction or similar order by any court or other governmental entity of competent jurisdiction having been entered and continuing to be in effect that prohibits or makes illegal the consummation of the mergers;

- all requisite regulatory approvals having been obtained and remaining in full force and effect and all statutory waiting periods having expired or been terminated; and
- the shares of Union Pacific common stock to be issued in the first merger having been approved for listing on the NYSE, subject to official notice of issuance.

Conditions to the Obligations of Union Pacific, Merger Sub 1, and Merger Sub 2 to Effect the Mergers

In addition, the obligations of Union Pacific, Merger Sub 1, and Merger Sub 2 to effect the mergers are subject to the satisfaction (or waiver by Union Pacific to the extent permitted by applicable law) on or prior to the closing date of the following conditions:

- the representations and warranties of Norfolk Southern set forth in the merger agreement with respect to the capitalization of Norfolk Southern being accurate in all but de minimis respects as of the date of the merger agreement and as of the closing date as if made as of the closing date (except to the extent any such representation or warranty is expressly made as of an earlier date, in which case such representation or warranty will have been accurate in all but de minimis respects as of such date);
- the representations and warranties of Norfolk Southern set forth in the merger agreement with respect to absence of any event, change, occurrence, or development having occurred that had or would be reasonably expected to have, individually or in the aggregate, a Norfolk Southern material adverse effect since December 31, 2024, and through the date of the merger agreement being accurate in all respects as of the date of the merger agreement and as of the closing date as if made as of the closing date;
- the representations and warranties of Norfolk Southern set forth in the merger agreement with respect to (i) Norfolk Southern's incorporation, existence, good standing, power and authority and qualification to do business, (ii) there being no outstanding shares of common stock reserved for issuance, except those identified in the merger agreement, and there being no subscriptions, options, warrants, calls, convertible securities, or other similar rights, agreements, or commitments relating to the issuance of capital stock of Norfolk Southern obligating Norfolk Southern to issue, transfer, or sell any shares of common stock, grant, extend, or enter into any such subscription, option, warrant, call, convertible securities, or other similar right or redeem any shares of common stock, (iii) the Norfolk Southern board holding a meeting and unanimously declaring the merger agreement advisable, approving the execution, delivery, and performance of the merger agreement, adopting the merger agreement and recommending shareholders approve the merger agreement, and (iv) Norfolk Southern not employing any broker or finder except for BofA being accurate in all material respects as of the date of the merger agreement and as of the closing date as if made anew as of the closing date (except to the extent any such representation or warranty is expressly made as of an earlier date, in which case such representation or warranty will have been accurate in all material respects as of such date);
- all other representations and warranties of Norfolk Southern set forth in the merger agreement being accurate in all respects (without giving effect to any materiality, material adverse effect, or similar qualifications), as of the date of the merger agreement and as of the closing date (except to the extent any such representation or warranty is expressly made as of an earlier date, in which case such representation or warranty will have been accurate in all respects as of such date), except for any failure of such representations and warranties to be true and correct as would not have or reasonably be expected to have, individually or in the aggregate, a material adverse effect on Norfolk Southern;
- Norfolk Southern having performed and complied with in all material respects all of the covenants and agreements required by the merger agreement to be performed or complied with by it prior to the closing;
- since the date of the merger agreement, no event, change, occurrence, effect, or development having occurred that has had, or is reasonably likely to have, a Norfolk Southern material adverse effect has occurred that is continuing;

- Norfolk Southern having delivered to Union Pacific a certificate, dated as of the closing date and duly executed by its Chief Executive Officer or another senior officer of Norfolk Southern, certifying the satisfaction of all of the above conditions;
- no requisite regulatory approvals having resulted in the imposition, individually or in the aggregate, of any "materially burdensome regulatory condition"; and
- no injunction or similar order by any court or other governmental entity of competent jurisdiction having been entered and continuing to be in effect that imposes, individually or in the aggregate, a "materially burdensome regulatory condition."

Conditions to the Obligations of Norfolk Southern to Complete the Merger

In addition, the obligation of Norfolk Southern to complete the merger is subject to the satisfaction (or waiver to the extent legally permissible) on or prior to the closing date of the following conditions:

- the representations and warranties of Union Pacific, Merger Sub 1, and Merger Sub 2 set forth in the merger agreement with respect to the capitalization of Union Pacific, Merger Sub 1, and Merger Sub 2 being accurate in all but de minimis respects as of the date of the merger agreement and as of the closing date as if made anew as of the closing date (except to the extent any such representation or warranty is expressly made as of an earlier date, in which case such representation or warranty will have been accurate in all but de minimis respects as of such date);
- the representations and warranties of Union Pacific set forth in the merger agreement with respect to absence of a Union Pacific material adverse effect or any event, change, occurrence, or development that had or would be reasonably expected to have, individually or in the aggregate, a Union Pacific material adverse effect since December 31, 2024, and through the date of the merger agreement being accurate in all respects as of the date of the merger agreement and as of the closing date as if made anew as of the closing date;
- the representations and warranties of Union Pacific, Merger Sub 1, and Merger 2 set forth in the merger agreement with respect to (i) Union Pacific's, Merger Sub 1's and Merger Sub 2's existence, good standing, power and authority and qualification to do business, (ii) there being no outstanding shares of Union Pacific common stock reserved for issuance, except those identified in the merger agreement, and there being no outstanding subscriptions, options, warrants, calls, convertible securities, or other similar rights, agreements, or commitments relating to the issuance of capital stock of Union Pacific or any of Union Pacific's subsidiaries obligating Norfolk Southern or any of Union Pacific's subsidiaries to issue, transfer, or sell any shares of Union Pacific common stock, grant, extend, or enter into any such subscription, option, warrant, call, convertible securities, or other similar right or redeem any shares of common stock, (iii) the Union Pacific board holding a meeting and unanimously declaring the merger agreement advisable, approving the execution, delivery, and performance of the merger agreement and resolving to recommend the shareholders approve the merger agreement, and (iv) Union Pacific not employing any broker or finder except for Morgan Stanley and Wells Fargo being accurate in all material respects as of the date of the merger agreement and as of the closing date as if made anew as of the closing date (except to the extent any such representation or warranty is expressly made as of an earlier date, in which case such representation or warranty will have been accurate in all material respects as of such date);
- all other representations and warranties of Union Pacific, Merger Sub 1, and Merger Sub 2 set forth in the merger agreement being accurate in all respects (without giving effect to any materiality, material adverse effect, or similar qualifications), as of the date of the merger agreement and as of the closing date (except to the extent any such representation or warranty is expressly made as of an earlier date, in which case such representation or warranty will have been accurate in all respects as of such date), except for any failure of such representations and warranties to be true and correct as would not have or reasonably be expected to have, individually or in the aggregate, a material adverse effect on Union Pacific;

- Union Pacific, Merger Sub 1, and Merger Sub 2 having performed and complied with in all material respects all of the covenants and agreements required by the merger agreement to be performed or complied with by it prior to the closing;
- since the date of the merger agreement, no event, change, occurrence, effect, or development that has had, or is reasonably likely to have, a Union Pacific material adverse effect has occurred that is continuing; and
- Union Pacific having delivered to Norfolk Southern a certificate, dated as of the closing date and duly executed by its Chief Executive Officer or another senior officer of Union Pacific, certifying the satisfaction of all of the above conditions.

Termination

The merger agreement may be terminated and the mergers may be abandoned at any time prior to the effective time of the merger:

- by the mutual written consent of Union Pacific and Norfolk Southern;
- by either Union Pacific or Norfolk Southern:
  - if the first effective time has not occurred prior to the end date and the party seeking to terminate the merger agreement has not breached in any material respect its obligations under the merger agreement in any manner that has been the primary cause of the failure to consummate the mergers on or before such date; provided that, to the extent the requisite regulatory approvals condition to closing has not been satisfied or waived on or prior to the end date, but all other conditions to closing have been satisfied or waived (except for (a) the condition that the shares of Union Pacific common stock to be issued in the first merger have been approved for listing on NYSE and (b) those conditions that by their nature are to be satisfied at the closing), the end date will automatically be extended by the aggregate number of days (if any) during which the process for obtaining the STB approval following the prefiling notification pursuant to 49 C.F.R. § 1180.4(b) is extended due to (i) any order by the STB requiring Union Pacific and/or Norfolk Southern to submit additional information or (ii) the regulatory or statutory deadlines associated with the process for obtaining the STB approval being suspended, tolled, or extended for any reason, and after having given effect to any extension under the foregoing clauses (i) or (ii), for three (3) additional business days;
  - if any governmental entity of competent jurisdiction has issued or entered an injunction or similar order permanently enjoining or prohibiting the consummation of the mergers, and such injunction or order has become final and non-appealable; provided that the party seeking to terminate the merger agreement has not breached in any material respect its obligations under the merger agreement in any manner that has been the primary cause of such injunction or order;
  - if Norfolk Southern's shareholder meeting (after giving effect to any adjournments or postponements thereof) has been held and been concluded and shareholder approval of the merger agreement proposal has not been obtained; or
  - if Union Pacific's shareholder meeting (after giving effect to any adjournments or postponements thereof) has been held and been concluded and shareholder approval of the share issuance proposal has not been obtained; or
- by Union Pacific:
  - if Norfolk Southern has breached or failed to perform any of its representations, warranties, covenants, or other agreements contained in the merger agreement, which breach or failure to perform (i) would result in a failure of a condition of the mergers applicable to Norfolk Southern's representations, warranties, covenants, or other agreements and (ii) cannot be cured by the end

date or, if curable, is not cured within forty-five (45) business days following Union Pacific's delivery of written notice to Norfolk Southern stating Union Pacific's intention to terminate the merger agreement and the basis for such termination; provided that Union Pacific will not have a right to terminate the merger agreement if Union Pacific, Merger Sub 1, or Merger Sub 2 is then in material breach of any representation, warranty, agreement, or covenant contained in the merger agreement;

- prior to receipt of the Norfolk Southern shareholder approval of the merger agreement proposal, if the Norfolk Southern board, or a committee thereof, makes a change of recommendation; or
- prior to the receipt of the Norfolk Southern shareholder approval of the merger agreement proposal, if Norfolk Southern has materially breached its no solicitation covenant in the merger agreement; or

- by Norfolk Southern:
  - if Union Pacific, Merger Sub 1, or Merger Sub 2 has breached or failed to perform any of its representations, warranties, covenants, or other agreements contained in the merger agreement, which breach or failure to perform (i) would result in a failure of a condition to the mergers applicable to Union Pacific's representations, warranties, covenants, or other agreements and (ii) cannot be cured by the end date or, if curable, is not cured within forty-five (45) business days following Norfolk Southern's delivery of written notice to Union Pacific stating Norfolk Southern's intention to terminate the merger agreement and the basis for such termination; provided that Norfolk Southern will not have a right to terminate the merger agreement if Norfolk Southern is then in material breach of any representation, warranty, agreement, or covenant contained in the merger agreement;
  - prior to receipt of the Union Pacific shareholder approval of the share issuance proposal, if the Union Pacific board, or a committee thereof, makes a change of recommendation; or
  - prior to the receipt of the Union Pacific shareholder approval of the share issuance proposal, if Union Pacific has materially breached its no solicitation covenant in the merger agreement.

Effect of Termination

If the merger agreement is terminated as described in "-*Termination*" above, the transactions will be abandoned and the merger agreement will be void and Union Pacific, Merger Sub 1, Merger Sub 2, and Norfolk Southern will have no liability or obligation, except that:

- no such termination will relieve any party of its respective obligation to pay the Norfolk Southern termination fee, the Union Pacific termination fee, or the regulatory termination fee, as applicable as described in "-*Termination Fees and Other Fees"*;
- no such termination will relieve any party for liability for such party's fraud or willful and material breach of any covenant or obligation contained in the merger agreement prior to its termination (in which case the aggrieved party will be entitled to seek all rights and remedies available at law or in equity, including, in the case of Norfolk Southern, damages based on the loss of premium offered to each holder of Norfolk Southern common stock, which damages Norfolk Southern will be entitled to retain); and
- certain other provisions of the merger agreement, including (i) provisions with respect to Norfolk Southern's use of confidential information and (ii) provisions with respect to the allocation of fees and expenses, including, if applicable, the termination fees described below, will survive such termination.

Termination Fees and Other Fees

Termination Fees Payable by Union Pacific

The merger agreement provides that Union Pacific will pay Norfolk Southern a termination fee in connection with a termination of the merger agreement under the following circumstances:

- if either Union Pacific or Norfolk Southern terminates the merger agreement because the closing has not occurred prior to the end date and, at the time of such termination, either (i) there is an injunction or similar order entered by a court or other governmental entity of competent jurisdiction, pursuant to any railroad law, antitrust law, or similar law, that prohibits or makes illegal the consummation of the mergers, (ii) one or more of the requisite regulatory approvals have not been obtained or do not remain in full force and effect with all statutory waiting periods having been expired or terminated, (iii) one or more of the requisite regulatory approvals resulted in the imposition, individually or in the aggregate, of a "materially burdensome regulatory condition," or (iv) there is an injunction or order entered by a court or other governmental entity of competent jurisdiction that imposes, individually or in the aggregate, any "materially burdensome regulatory condition" and all other conditions as described in "-*Conditions to the Mergers-Conditions to the Obligations of Each Party to Effect the Mergers*" and "-*Conditions to the Mergers-Conditions to the Obligations of Union Pacific, Merger Sub 1, and Merger Sub 2 to Effect the Mergers*" have been satisfied or waived (except for (a) the condition that the shares of Union Pacific common stock to be issued in the first merger have been approved for listing on NYSE and (b) those conditions that by their nature are to be satisfied at the closing; provided that such conditions were then capable of being satisfied if the closing had taken place), then Union Pacific will pay Norfolk Southern $2.5 billion in cash by wire transfer no later than three (3) business days after the date of such termination; provided that the party seeking to terminate the merger agreement as described in this bullet shall not have breached in any material respect its obligations under the merger agreement in any manner that has been the primary cause of the failure to consummate the mergers before such end date;
- if either Union Pacific or Norfolk Southern terminates the merger agreement because any governmental entity of competent jurisdiction has issued or entered an injunction or similar order, pursuant to any railroad law, antitrust law, or similar law, permanently enjoining or prohibiting the consummation of the mergers, and such injunction or order has become final and non-appealable, then Union Pacific will pay Norfolk Southern $2.5 billion in cash by wire transfer no later than three (3) business days after the date of such termination; provided that the party seeking to terminate the merger agreement as described in this bullet shall not have breached in any material respect its obligations under the merger agreement in any manner that has been the primary cause of such injunction or order;
- if (i) Norfolk Southern terminates the merger agreement because, prior to receipt of the Union Pacific shareholder approval of the share issuance proposal, the Union Pacific board effected a change of recommendation or (ii) Norfolk Southern or Union Pacific terminates the merger agreement because the Union Pacific shareholder meeting was held and the Union Pacific shareholder approval of the share issuance proposal was not obtained at a time when Norfolk Southern could have terminated the agreement because the Union Pacific board effected a change of recommendation prior to receipt of the Union Pacific shareholder approval of the share issuance proposal, then Union Pacific will pay Norfolk Southern $2.5 billion in cash by wire transfer no later than, if terminated by Norfolk Southern, two (2) business days after the date of such termination or, if terminated by Union Pacific, upon such termination; and
- if (i) after the date of the merger agreement, a Union Pacific qualifying transaction is publicly proposed or publicly disclosed, (ii) the merger agreement is terminated by (a) Union Pacific or Norfolk Southern because, if the Union Pacific shareholder meeting has been held, the Union Pacific shareholder approval of the share issuance proposal has not been obtained or, solely if the Union Pacific shareholder approval of the share issuance proposal has not been obtained, closing has not occurred prior to the end date, or (b) Norfolk Southern because Union Pacific, Merger Sub 1, or Merger Sub 2 has breached or failed to perform any of their representations, warranties, covenants, or other agreements contained in the merger agreement, which breach or failure to perform (1) would result in a

failure of a condition to the mergers applicable to Union Pacific's representations, warranties, covenants, or other agreements and (2) either cannot be cured by the end date or, if curable, was not cured within forty-five (45) business days following Norfolk Southern's delivery of written notice to terminate, and (iii) concurrently with or within twelve (12) months after such termination, Union Pacific (a) consummates a Union Pacific qualifying transaction or (b) enters into a definitive agreement providing for a Union Pacific qualifying transaction and later consummates such Union Pacific qualifying transaction, then Union Pacific will pay Norfolk Southern $2.5 billion in cash by wire transfer no later than two (2) business days after the consummation of such Union Pacific qualifying transaction.

- If the merger agreement is terminated under circumstances in which Union Pacific must pay to Norfolk Southern a termination fee, it is understood that Union Pacific will not be required to pay both the Union Pacific termination fee and the regulatory termination fee or either of the Union Pacific termination fee or the regulatory termination fee on more than one occasion.

Termination Fees Payable by Norfolk Southern

The merger agreement provides that Norfolk Southern will pay Union Pacific a termination fee in connection with a termination of the merger agreement under the following circumstances:

- if Union Pacific terminates the merger agreement because, prior to the receipt of the Norfolk Southern shareholder approval of the merger agreement proposal, the Norfolk Southern board effected a change of recommendation, then Norfolk Southern will pay to Union Pacific a fee of $2.5 billion in cash by wire transfer no later than two (2) business days after the date of such termination;
- if Union Pacific or Norfolk Southern terminates the merger agreement because, if the Norfolk Southern shareholder meeting has been held, the Norfolk Southern shareholder approval of the merger agreement proposal has not been obtained at a time when Union Pacific could have terminated the merger agreement because the Norfolk Southern board effected a change of recommendation prior to receipt of the Norfolk Southern shareholder approval of the merger agreement proposal, then Norfolk Southern will pay to Union Pacific a fee of $2.5 billion in cash by wire transfer no later than, if terminated by Union Pacific, two (2) business days after the date of such termination or, if terminated by Norfolk Southern, concurrently with such termination; and
- if (i) after the date of the merger agreement, a Norfolk Southern qualifying transaction is publicly proposed or publicly disclosed, (ii) the merger agreement is terminated by (a) Union Pacific or Norfolk Southern because, if the Norfolk Southern shareholder meeting has been held, the Norfolk Southern shareholder approval of the merger agreement proposal has not been obtained or, solely if the Norfolk Southern shareholder approval of the merger agreement proposal has not been obtained, closing has not occurred prior to the end date, or (b) Union Pacific because Norfolk Southern has breached or failed to perform any of their representations, warranties, covenants, or other agreements contained in the merger agreement, which breach or failure to perform (1) would result in a failure of a condition to the mergers applicable to Norfolk Southern's representations, warranties, covenants, or other agreements and (2) either cannot be cured by the end date or, if curable, was not cured within forty-five (45) business days following Union Pacific's delivery of written notice to terminate, and (iii) concurrently with or within twelve (12) months after such termination, Norfolk Southern (a) consummates a Norfolk Southern qualifying transaction or (b) enters into a definitive agreement providing for a Norfolk Southern qualifying transaction and later consummates such Norfolk Southern qualifying transaction, then Norfolk Southern will pay Union Pacific $2.5 billion in cash by wire transfer no later than two (2) business days after the consummation of such Norfolk Southern qualifying transaction.

Amendment and Waiver

At any time prior to the first effective time, whether before or after obtaining the vote of the shareholders of Union Pacific or Norfolk Southern, any provision of the merger agreement may be amended or waived only if such amendment or waiver is in writing and signed, in the case of an amendment, by the Union Pacific, Merger Sub 1, Merger Sub 2, and Norfolk Southern, or in the case of a waiver, by the party against whom the waiver is to be effective.

If, after receipt of the Norfolk Southern shareholder approval of the merger agreement proposal, any such amendment or waiver, by applicable law or in accordance with the rules and regulations of the NYSE, requires further approval of the shareholders of Norfolk Southern, the effectiveness of such amendment or waiver will be subject to the approval of the shareholders of Norfolk Southern.

If, after receipt of the Union Pacific shareholder approval of the share issuance proposal, any such amendment or waiver, by applicable law or in accordance with the rules and regulations of the NYSE, requires further approval of the shareholders of Union Pacific, the effectiveness of such amendment or waiver will be subject to the approval of the shareholders of Union Pacific.

Third Party Beneficiaries

The merger agreement is not intended to confer upon any person other than the parties thereto any rights or remedies, except:

- from and after the first effective time, for the rights of the holders of Norfolk Southern common stock to receive the merger consideration, any cash in lieu of fractional shares, and any dividends or other distributions, and the rights of holders of Norfolk Southern equity awards to receive consideration in accordance with the terms and conditions of the merger agreement;
- for the provisions of the merger agreement relating to indemnification, insurance, and exculpation from liability for the directors and officers of Norfolk Southern;
- for Norfolk Southern and any of its subsidiaries for all reasonable and documented out-of-pocket costs incurred by them or their respective representatives in connection with the financing cooperation, and Union Pacific will indemnify Norfolk Southern and its subsidiaries and their respective representatives against any losses incurred in connection with the arrangement of the debt financing and any action taken by them at the request of Union Pacific or its representatives; and
- for the rights of Union Pacific, on behalf of Union Pacific shareholders (each of which is a third party beneficiary of the merger agreement to the extent necessary for the right of specific performance to be enforceable), and Norfolk Southern, on behalf of Norfolk Southern shareholders (each of which is a third party beneficiary of the merger agreement to the extent necessary for the right of specific performance to be enforceable), to pursue specific performance (or, if specific performance is not sought or granted as a remedy, seek damages) in the event of fraud or willful and material breach of the merger agreement in accordance with the terms and conditions of the merger agreement (it being understood that no shareholder of Union Pacific or Norfolk Southern will be entitled to enforce any of their rights, or any of the parties' obligations, under the merger agreement directly in the event of any such breach, but rather each of Union Pacific and Norfolk Southern, as agents for their applicable shareholders, will have the sole and exclusive right to do so in their sole and absolute discretion).

Applicable Law; Jurisdiction

The merger agreement is governed by Delaware law, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other that the state of Delaware (except that matters relating to the fiduciary duties of (i) the Union Pacific board will be subject to Utah law and (ii) the Norfolk Southern board will be subject to Virginia law). Any legal action or proceeding with respect to

the merger agreement will be brought and determined exclusively in the Delaware Court of Chancery (or, if, and only if, such court finds it lacks subject matter jurisdiction, the Superior Court of the State of Delaware (Complex Commercial Division); provided that if the subject matter of the action or proceeding is vested exclusively in the United States federal courts, the action or proceeding will be heard in the United States District Court for the District of Delaware).

Specific Performance

The parties to the merger agreement have agreed that irreparable damage would occur in the event that any of the provisions of the merger agreement were not performed in accordance with their specific terms or were otherwise breached. In the event of any breach or threatened breach by any other party of any covenant or obligation contained in the merger agreement, the non-breaching party will be entitled (in addition to any other remedy that may be available to it whether in law or equity, including monetary damages) to obtain (i) a decree or order of specific performance to enforce the observance and performance of such covenant or obligation and (ii) an injunction restraining such breach or threatened breach. The parties waive any requirement for the obtaining, furnishing, or posting of any bond or similar instrument in connection therewith.

Expenses

Except as set forth in the provisions of the merger agreement with respect to indemnification and insurance (as described in "-*Covenants and Agreements-Indemnification and Insurance*"), financing cooperation (as described in "-*Covenants and Agreements-Financing Cooperation*"), or termination fees (as described in "-*Termination Fees and Other Fees*"), all fees and expenses incurred by the parties will be borne solely by the party that has incurred such fees and expenses, except that (i) all filing fees in respect of any regulatory filing will be borne by Union Pacific and (ii) all transfer, documentary, sales, use, stamp, registration, and other similar taxes and fees imposed with respect to, or as a result of, the mergers will be borne by Union Pacific, the surviving corporation of the first merger, or the second surviving company, and will not be a liability of holders of Norfolk Southern common stock.

UNION PACIFIC PROPOSALS

Proposal 1: The Share Issuance Proposal

(Proposal 1 on Union Pacific Proxy Card)

Union Pacific shareholders are being asked to consider and vote on the share issuance proposal, a proposal to approve the issuance of shares of Union Pacific common stock pursuant to the merger agreement. For a summary and detailed information regarding the share issuance proposal, see the information about the mergers and the merger agreement throughout this joint proxy statement/prospectus, including the information set forth in sections entitled "*The Mergers*" and "*The Merger Agreement*." A copy of the merger agreement is attached as Annex A to this joint proxy statement/prospectus.

Subject to certain limited exceptions, Section 312.03(c) of the NYSE Listed Company Manual requires that Union Pacific obtain shareholder approval prior to the issuance of common stock, or of securities convertible into or exercisable for common stock, in any transaction or series of related transactions if the number of shares of common stock to be issued is, or will be upon issuance, equal to or in excess of 20% of the number of shares of common stock outstanding before the issuance of such common stock or of securities convertible into or exercisable for common stock.

The number of shares of Union Pacific common stock issuable as consideration for the mergers is expected to exceed the abovementioned threshold. At the effective time of the first merger, each outstanding share of Norfolk Southern common stock (other than shares held by Union Pacific or Norfolk Southern, or their direct or indirect subsidiaries) will be converted into the right to receive the merger consideration (i.e., the per-share cash consideration of $88.82 in cash, without interest, and the exchange ratio of one (1) validly issued, fully paid, and nonassessable share of Union Pacific common stock). If the first merger is completed, it is currently estimated that Union Pacific will issue or reserve for issuance approximately [ ] shares of Union Pacific common stock in connection with the first merger, which will exceed 20% of the shares of Union Pacific common stock outstanding before such issuance.

Approval of the share issuance proposal by Union Pacific shareholders is required to complete the transactions contemplated by the merger agreement. If the share issuance proposal is not approved, the mergers will not be completed.

If you sign and return a proxy and do not indicate how you wish to vote on any proposal, your shares will be voted in favor of the share issuance proposal.

The affirmative vote, in person or by proxy, of a majority of the votes cast and entitled to vote thereon at the Union Pacific special meeting by Union Pacific shareholders will be required to approve the share issuance proposal (assuming a quorum is present), as required by Section 312.03(c) of the NYSE Listed Company Manual.

THE UNION PACIFIC BOARD UNANIMOUSLY RECOMMENDS THAT UNION PACIFIC SHAREHOLDERS VOTE "FOR" THE SHARE ISSUANCE PROPOSAL.

Proposal 2: The Union Pacific Adjournment Proposal

(Proposal 2 on Union Pacific Proxy Card)

Union Pacific shareholders are being asked to consider and vote on the Union Pacific adjournment proposal, a proposal that will give the Union Pacific board authority to adjourn the Union Pacific special meeting from time to time, if necessary or appropriate, to solicit additional proxies in the event there are not sufficient votes to approve the share issuance proposal at the time of the Union Pacific special meeting or any adjournment or postponement thereof. If the Union Pacific adjournment proposal is approved, the Union Pacific special meeting could be adjourned to any date. Union Pacific could adjourn the Union Pacific special meeting and any adjourned session of the Union Pacific special meeting and use the additional time to solicit additional proxies, including the solicitation of proxies from Union Pacific shareholders who have previously voted.

If the Union Pacific special meeting is adjourned, Union Pacific shareholders who have already submitted their proxies will be able to revoke them at any time prior to their use. If you sign and return a proxy and do not indicate how you wish to vote on any proposal, or if you indicate that you wish to vote in favor of the approval and adoption of the share issuance proposal but do not indicate a choice on the Union Pacific adjournment proposal, your shares will be voted in favor of the Union Pacific adjournment proposal. If you indicate, however, that you wish to vote against the share issuance proposal, your shares of Union Pacific common stock will only be voted in favor of the Union Pacific adjournment proposal if you indicate that you wish to vote in favor of the Union Pacific adjournment proposal.

The affirmative vote, in person or by proxy, of a majority of the votes cast and entitled to vote thereon at the Union Pacific special meeting by Union Pacific shareholders will be required to approve the Union Pacific adjournment proposal (whether or not there is a quorum).

THE UNION PACIFIC BOARD UNANIMOUSLY RECOMMENDS THAT UNION PACIFIC SHAREHOLDERS VOTE "FOR" THE UNION PACIFIC ADJOURNMENT PROPOSAL.

NORFOLK SOUTHERN PROPOSALS

Proposal 1: The Merger Agreement Proposal

(Proposal 1 on Norfolk Southern Proxy Card)

Norfolk Southern shareholders are being asked to consider and vote on the merger agreement proposal, a proposal to approve the merger agreement and the transactions contemplated thereby, including the mergers. For a summary and detailed information regarding the merger agreement proposal, see the information about the mergers and the merger agreement throughout this joint proxy statement/prospectus, including the information set forth in sections entitled "*The Mergers*" and "*The Merger Agreement*." A copy of the merger agreement is attached as Annex A to this joint proxy statement/prospectus.

Approval of the merger agreement proposal by Norfolk Southern shareholders is required to complete the transactions contemplated by the merger agreement. If the merger agreement proposal is not approved, the mergers will not be completed.

The approval of the merger agreement proposal requires the affirmative vote of a majority of the votes cast and entitled to vote thereon at the Norfolk Southern special meeting by Norfolk Southern shareholders, assuming a quorum is present.

The Norfolk Southern board unanimously recommends that Norfolk Southern shareholders vote "FOR" the merger agreement proposal.

Proposal 2: The Merger-Related Compensation Proposal

(Proposal 2 on Norfolk Southern Proxy Card)

Under Section 14A of the Exchange Act and Rule 14a-21(c) thereunder, Norfolk Southern is required to submit a proposal to its common shareholders for an advisory (non-binding) vote to approve certain compensation that may be paid or become payable to Norfolk Southern's named executive officers in connection with the completion of the mergers as discussed in "*The Mergers-Interests of Directors and Executive Officers in the Mergers-Interests of Norfolk Southern Directors and Executive Officers in the Mergers*," including the footnotes to the table and the associated narrative discussion. The Norfolk Southern board unanimously recommends that Norfolk Southern shareholders approve the following resolution:

> "RESOLVED, that the compensation that may be paid or become payable to the named executive officers of Norfolk Southern in connection with the mergers, as disclosed pursuant to Item 402(t) of Regulation S-K in the table in the section of the joint proxy statement/prospectus entitled "*The Mergers-Interests of Directors and Executive Officers in the Mergers-Interests of Norfolk Southern Directors and Executive Officers in the Mergers*" including the footnotes to the table and the associated narrative discussion, and the agreements and plans pursuant to which such compensation may be paid or become payable, is hereby APPROVED."

The vote on the merger-related compensation proposal is a vote separate and apart from the votes to approve the other proposals being presented at the Norfolk Southern special meeting and is not a condition to the completion of the mergers. Accordingly, you may vote to approve the merger agreement proposal and vote not to approve the merger-related compensation proposal and vice versa. Because the vote on the merger-related compensation proposal is advisory only, it will not be binding on Norfolk Southern or Union Pacific. Accordingly, if the merger agreement is approved and the mergers are completed, the merger-related compensation will be payable, subject only to the conditions applicable thereto, regardless of the outcome of the vote on the merger-related compensation proposal.

The approval of the merger-related compensation proposal requires the affirmative vote of a majority of the votes cast and entitled to vote thereon at the Norfolk Southern special meeting by Norfolk Southern shareholders, assuming a quorum is present; however, such vote is non-binding and advisory only.

The Norfolk Southern board unanimously recommends that Norfolk Southern shareholders vote "FOR" the merger-related compensation proposal.

Proposal 3: The Norfolk Southern Adjournment Proposal

(Proposal 3 on Norfolk Southern Proxy Card)

Norfolk Southern shareholders are being asked to consider and vote on the Norfolk Southern adjournment proposal, which will give the Norfolk Southern board authority to adjourn the Norfolk Southern special meeting from time to time, if necessary or appropriate, to solicit additional proxies, in the event that there are not sufficient votes to approve the merger agreement proposal at the time of the Norfolk Southern special meeting or any adjournment or postponement thereof. If the Norfolk Southern adjournment proposal is approved, the Norfolk Southern special meeting could be adjourned to any date. Norfolk Southern could adjourn the Norfolk Southern special meeting and any adjourned session of the Norfolk Southern special meeting and use the additional time to solicit additional proxies, including the solicitation of proxies from Norfolk Southern shareholders who have previously voted.

If the Norfolk Southern special meeting is adjourned, Norfolk Southern shareholders who have already submitted their proxies will be able to revoke them at any time prior to their use. If you sign and return a proxy and do not indicate how you wish to vote on any proposal, or if you indicate that you wish to vote in favor of the merger agreement proposal but do not indicate a choice on the Norfolk Southern adjournment proposal, your shares will be voted in favor of the Norfolk Southern adjournment proposal.

The vote on the Norfolk Southern adjournment proposal is separate and apart from the votes to approve the other proposals being presented at the Norfolk Southern special meeting and is not a condition to the completion of the mergers.

The approval of the Norfolk Southern adjournment proposal requires the affirmative vote of a majority of the votes cast and entitled to vote thereon at the Norfolk Southern special meeting by Norfolk Southern shareholders, whether or not there is a quorum.

The Norfolk Southern board unanimously recommends that Norfolk Southern shareholders vote "FOR" the Norfolk Southern adjournment proposal.

DESCRIPTION OF UNION PACIFIC COMMON STOCK

This section of the joint proxy statement/prospectus summarizes the material terms of Union Pacific's capital stock that will be in effect if the mergers are completed. You are encouraged to read the Union Pacific articles of incorporation, incorporated by reference as Exhibits 3.1 to the registration statement of which this joint proxy statement/prospectus forms a part, and are incorporated herein by reference, and the Union Pacific by-laws, incorporated by reference as Exhibit 3.2 to the registration statement of which this joint proxy statement/prospectus forms a part, and are incorporated herein by reference, for greater detail on the provisions that may be important to you. All references within this section to "common stock" mean Union Pacific common stock unless otherwise noted.

Authorized Capital Stock of Union Pacific

The Union Pacific articles of incorporation provide that the total number of shares of capital stock which may be issued by Union Pacific is one billion four hundred twenty million (1,420,000,000), consisting of one billion four hundred million (1,400,000,000) shares of common stock, par value $2.50 per share, and twenty million (20,000,000) shares of preferred stock, no par value per share.

As of [ ], there were outstanding:

- [ ] shares of Union Pacific common stock; and
- [no] shares of Union Pacific preferred stock.

Dividends

Subject to the rights of holders of any preferred stock which may be issued, the holders of common stock are entitled to receive dividends when, as and if declared by the Union Pacific board out of any legally available funds. Union Pacific may not pay dividends on common stock, other than dividends payable in common stock or any other class or classes of stock junior in rank to the preferred stock as to dividends or upon liquidation, unless all dividends accrued on outstanding preferred stock have been paid or declared and set apart for payment.

Voting Rights

The holders of common stock are entitled to one (1) vote on each matter submitted for their vote at any meeting of Union Pacific shareholders for each share of common stock held as of the record date for the meeting, including the election of directors. Holders of Union Pacific common stock do not have cumulative voting rights.

Generally, the affirmative vote of the holders of a majority of the total number of votes cast of Union Pacific capital stock represented at a meeting and entitled to vote on a matter is required in order to approve such matter. Certain extraordinary transactions and other actions require supermajority vote.

Election of Directors

Pursuant to the Union Pacific by-laws, uncontested elections of directors generally are governed by Section 16-10a-1023(2) of the URBCA and contested elections of directors are governed by Section 16-10a-1023(3) of the URBCA.

Nominating Directors

A shareholder, or a group of up to twenty (20) shareholders, that has continuously owned at least 3% of the common stock for at least three (3) years, may nominate and include in the proxy materials up to the greater of two (2) directors or 20% of the number of directors then in office; provided that the shareholder(s) and the nominee(s) satisfy the requirements specified in the Union Pacific by-laws.

Special Meetings of Shareholders

A shareholder or group of shareholders owning the requisite number of shares of common stock prescribed by the URBCA may request that the board of directors call a special meeting of Union Pacific shareholders by providing the requisite information described in the Union Pacific by-laws, which generally includes (i) a statement of the purpose of the special meeting, (ii) the text of any proposals to be considered at the meeting and information regarding the identity of the shareholder(s), (iii) the reasons for conducting such business at such shareholder meeting, (iv) any agreement or other relationship among a group of shareholders, and (v) interest or interests, including beneficial ownership, of the shareholder(s) in such business and in and to the common stock.

If a request for a special meeting involves the nomination of one or more directors, the Union Pacific by-laws require that the nominating shareholder(s) provide additional information, including any information required by the applicable securities laws, regarding each shareholder nominee. The Union Pacific board has the right to submit additional nominees to the shareholders at any special meeting requested by the shareholders for purposes of electing directors. If a request for a special meeting satisfies all of the applicable provisions of the Union Pacific by-laws and the URBCA, the special meeting will be held not more than ninety (90) days after the date of the request for the meeting at a time and place to be determined by the Union Pacific board, unless the Union Pacific board has called or calls for an annual meeting to be held within ninety (90) days after the request for a special meeting is received.

Advance Notice Requirements

The Union Pacific by-laws include provisions applicable to certain shareholder activities, including the submission of binding shareholder proposals, nominating candidates to serve as directors at annual meetings of shareholders, and submission of other matters to be considered at the annual meeting of shareholders.

Generally, a timely notice regarding the submission of binding shareholder proposals, director nominees, and other business to be considered at an annual meeting of shareholders (other than non-binding proposals submitted pursuant to, and in compliance with, Rule 14a-8 of the Exchange Act) must be delivered to the Corporate Secretary at Union Pacific's principal executive offices not less than ninety (90) days and not more than one-hundred twenty (120) days prior to the date of the anniversary of the previous annual meeting of shareholders.

In addition to timely notice, shareholders must satisfy the applicable provisions of the URBCA and the Union Pacific by-laws, including (i) the timely submission of information regarding the proposed business, (ii) the text of any proposals to be submitted to the shareholders and information regarding the identity of the shareholder(s), (iii) any agreement or other relationship among a group of shareholders, and (iv) the interest or interests, including beneficial ownership, of the shareholder(s) in and to the common stock. If the shareholder submission involves the nomination of one or more directors for consideration at the annual meeting, the Union Pacific by-laws require that the nominating shareholder(s) provide additional information, including any information required by the applicable securities laws, regarding each shareholder nominee.

Liquidation Rights

Any preferred stock would be senior to the common stock as to distributions upon Union Pacific's voluntary or involuntary liquidation, dissolution, distribution of assets, or winding up. After distribution in full of the preferential amounts to be distributed to holders of preferred stock, holders of common stock will be entitled to receive all of Union Pacific's remaining assets available for distribution to shareholders ratably in proportion to the numbers of shares held by them, respectively, in the event of voluntary or involuntary liquidation, dissolution, distribution of assets, or winding up.

Transactions with Ten Percent Shareholders

The Union Pacific articles of incorporation provide that certain transactions between Union Pacific and a beneficial owner of more than 10% of Union Pacific's voting stock (including common stock) must either:

- be approved by a majority of Union Pacific's voting stock other than that held by such beneficial owner;
- satisfy minimum price and procedural criteria set forth in the Union Pacific articles of incorporation; or
- be approved by a majority of Union Pacific's directors who are not related to such beneficial owner.

The transactions covered by these provisions include mergers, consolidations, sales or dispositions of assets, adoption of a plan of liquidation or dissolution, or other transactions involving a beneficial owner of more than 10% of Union Pacific's voting stock.

Miscellaneous

The common stock is not redeemable, has no preemptive or conversion rights and is not liable for further assessments or calls. All outstanding shares of common stock are fully paid and nonassessable.

NYSE Listing

Union Pacific common stock is listed on the NYSE under the symbol "UNP."

Transfer Agent and Registrar

Computershare Investor Services, LLC is the transfer agent and registrar for the common stock.

Descriptions of the Union Pacific articles of incorporation, Union Pacific by-laws, and sections of the URBCA are summaries only. You should review and rely on the actual and effective Union Pacific articles of incorporation, Union Pacific by-laws, and sections of the URBCA.

COMPARISON OF RIGHTS OF SHAREHOLDERS OF UNION PACIFIC AND NORFOLK SOUTHERN

Union Pacific is incorporated under the laws of the State of Utah and Norfolk Southern is incorporated under the laws of the State of Virginia. Union Pacific will continue to be a Utah corporation following the completion of the mergers and will be governed by the URBCA.

Upon completion of the first merger, the Norfolk Southern shareholders immediately prior to the first effective time will become Union Pacific shareholders. The rights of the former Norfolk Southern shareholders and the Union Pacific shareholders will thereafter be governed by the URBCA and by the Union Pacific articles of incorporation and Union Pacific by-laws.

The following description summarizes the material differences between the rights of the shareholders of Union Pacific and Norfolk Southern, but the following is not a complete statement of all those differences or a complete description of the specific provisions referred to in this summary. Shareholders should read carefully the relevant provisions of the URBCA and the respective articles of incorporation and by-laws of Union Pacific and Norfolk Southern. For more information on how to obtain the documents that are not attached to this joint proxy statement/prospectus, see "*Where You Can Find More Information*" beginning on page 206.

	Rights of Union Pacific Shareholders	Rights of Norfolk Southern Shareholders
Authorized Capital Stock	The authorized capital stock of Union Pacific consists of one billion four hundred million (1,400,000,000) shares of common stock, par value $2.50 per share, and twenty million (20,000,000) shares of preferred stock, without par value.	The authorized capital stock of Norfolk Southern consists of one billion three hundred fifty million (1,350,000,000) shares of common stock, par value $1.00 per share, and twenty-five million (25,000,000) shares of preferred stock, without par value.
Special Meetings of Shareholders	Union Pacific's by-laws provide that a special meeting of shareholders may be called by the board of directors and shall be called by the secretary of Union Pacific at the request of one or more record holders of shares of Union Pacific common stock representing in the aggregate percentage, as specified under the URBCA, of the votes entitled to be cast on any issue to be considered at such a special meeting, which such percentage is 10%.	Norfolk Southern's bylaws provide that special meetings of Norfolk Southern shareholders may be held (i) whenever called by the chair or a majority of the directors of the Norfolk Southern board or (ii) whenever called by the secretary of Norfolk Southern upon a proper written request of one or more record holders of shares of Norfolk Southern common stock representing at least 20% of the voting power of all outstanding shares entitled to vote on the matter proposed to be voted on at such meeting.
Shareholder Proposals and Nominations of Candidates for Election to the Board of Directors	Union Pacific's by-laws allow shareholders to propose business to be brought before an annual meeting and allow shareholders who are record holders on the date of notice and on the record date	Norfolk Southern's bylaws allow shareholders to propose business to be brought before an annual meeting and allow shareholders who are record holders on the date of notice and on the record date

	Rights of Union Pacific Shareholders	Rights of Norfolk Southern Shareholders
	for the determination of shareholders entitled to vote at such annual meeting to nominate candidates for election to the Union Pacific board. Such proposals (other than proposals included in the notice of meeting pursuant to Rule 14a-8 promulgated under the Exchange Act) and nominations, however, may only be brought by a shareholder who has given timely notice in proper written form to Union Pacific's secretary prior to the meeting. In connection with an annual meeting, to be timely, notice of such proposals and nominations must be delivered to or mailed and received at Union Pacific's principal executive office not less than ninety (90) days nor more than one hundred twenty (120) days prior to the anniversary date of the immediately preceding annual meeting; provided, however, that in the event that the date of the meeting is called for a date that is more than thirty (30) days before or after such anniversary date, notice by the shareholder must be received no earlier than one hundred twenty (120) days prior to such annual meeting and no later than the close of business on the later of the 90th day prior to such annual meeting or the 10th day following the day on which public announcement of the date of the annual meeting was made.	for the determination of shareholders entitled to vote at such annual meeting to nominate candidates for election to the Norfolk Southern board. Such proposals (other than proposals included in the notice of meeting pursuant to Rule 14a-8 promulgated under the Exchange Act) and nominations, however, may only be brought by a shareholder who has given timely notice in proper written form to Norfolk Southern's secretary prior to the meeting. In connection with an annual meeting, to be timely, notice of such proposals and nominations must be delivered to or mailed and received at Norfolk Southern's principal executive offices not less than one hundred twenty (120) days nor more than one hundred fifty (150) days prior to the first anniversary of the date that Norfolk Southern mailed its proxy statement in connection with the previous year's annual meeting; provided, however, that if no annual meeting was held the previous year or the date of the annual meeting is more than thirty (30) days before or more than sixty (60) days after the anniversary of the preceding annual meeting, notice must be received not less than sixty (60) days before the date of the applicable annual meeting.
Number of Directors	The Union Pacific articles of incorporation and Union Pacific by-laws provide that the number of directors will be fixed from time to time exclusively pursuant to a resolution adopted by a majority of the Union Pacific board but in no event will it	Norfolk Southern's bylaws provide that the board of directors may increase or decrease the number of directors from time to time; provided that such number shall not be less than three (3). There are currently twelve (12) positions authorized and

	Rights of Union Pacific Shareholders	Rights of Norfolk Southern Shareholders
	consist of less than three (3) nor more than fourteen (14) directors. At present, Union Pacific has eleven (11) directors.	twelve (12) directors serving on the Norfolk Southern board.
Election of Directors	Union Pacific's by-laws provide that uncontested elections of directors generally are governed by Section 16-10a-1023(2) of the URBCA, pursuant to which, at each meeting of the shareholders for the election of directors at which a quorum is present, each director shall be elected by the vote of a majority of the votes cast, except in the event of a contested election in which Section 16-10a-1023(3) of the URBCA is applicable. In the event of a contested election for which Section 16-10a-1023(3) of the URBCA applies, directors shall generally be elected by a plurality of the votes cast by the shares entitled to vote at a meeting at which a quorum is present. Union Pacific does not have a classified board and each director is elected annually.	Norfolk Southern's bylaws provide that each director is elected by a majority of votes cast with respect to the director nominee at any meeting for the election of directors at which a quorum is present; provided, however, that in any meeting which the number of nominees exceeds the number of directors to be elected, director nominees will be elected by a plurality of the votes cast in such election. Norfolk Southern does not have a classified board and each director is elected annually.
Removal of Directors	The URBCA provides that a director may be removed, at any time with or without cause, at a meeting called for the purpose of removing the director, if the votes cast favoring the action exceed the votes cast opposing the action.	The VSCA provides that the shareholders of a corporation may remove one (1) or more directors, with or without cause, by the affirmative vote of a majority of votes cast and entitled to vote thereon, unless the articles of incorporation provide that directors may be removed only for cause (which Norfolk Southern's restated articles of incorporation, as amended, do not do).
Limitation on Liability of Directors	The Union Pacific articles of incorporation provide that, to the fullest extent permitted under the URBCA, as now or hereafter in effect, no director shall be liable to Union Pacific or its shareholders for monetary damages for breach of fiduciary duty as a director.	Norfolk Southern's restated articles of incorporation, as amended, provide that, to the full extent that the VSCA permits the limitation or elimination of the liability of directors and officers, no director or officer of Norfolk Southern will be liable to Norfolk Southern or its shareholders for

	Rights of Union Pacific Shareholders	Rights of Norfolk Southern Shareholders
	The URBCA provides that a corporation may limit the liability of a director to the corporation or to its shareholders for monetary damages for any action taken or any failure to take any action as a director, except liability for (i) the amount of a financial benefit received by a director to which the director is not entitled; (ii) an intentional infliction of harm on the corporation or the shareholders; (iii) a violation of section of the URBCA on unlawful distributions; or (iv) an intentional violation of criminal law.	monetary damages arising out of any transaction, occurrence, or course of conduct. The VSCA provides that a corporation may limit or eliminate the liability of a director or officer for any transaction, occurrence, or course of conduct in the articles of incorporation, except for willful misconduct or a knowing violation of law.
Indemnification of Directors and Officers	Union Pacific's by-laws require that Union Pacific indemnify its directors and officers to the fullest extent permitted by law in certain circumstances and that such right to indemnification shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the estate and personal representatives of such person. Except for proceedings to enforce rights to indemnification, however, Union Pacific shall not be obligated to indemnify in connection with a proceeding (or part thereof) if such director, officer, or successor in interest initiated such proceeding (or part thereof) unless such proceeding was authorized or consented to by the Union Pacific board. The right to indemnification includes the right to be paid or reimbursed for the reasonable expenses incurred in defending or otherwise participating in any proceeding in advance of its final disposition; provided that the payment or reimbursement of expenses incurred by a director or officer shall only be made if (i) the director or officer furnishes	Norfolk Southern's restated articles of incorporation, as amended, provide that, to the full extent permitted by the VSCA, Norfolk Southern shall indemnify any person who is party to any proceeding by reason of the fact that he is or was a director or officer, or former director or officer, of Norfolk Southern, against any liability incurred by them in connection with such proceeding. To the same extent, the Norfolk Southern board may, by a majority vote of a quorum of disinterested directors, enter into a contract to indemnify any director or officer against liability and/or to advance or reimburse his expenses in connection with any proceeding arising from any act or omission. Any such indemnification will be made by Norfolk Southern only as authorized in a specific case upon the determination that indemnification is proper because the indemnitee has met any standard of conduct that is a prerequisite to his entitlement to indemnification under the restated articles of incorporation.

Rights of Union Pacific Shareholders	Rights of Norfolk Southern Shareholders
Union Pacific a written affirmation of his or her good faith belief that he or she has met the applicable standard of conduct described in the URBCA; (ii) the director or officer furnishes Union Pacific a written undertaking, executed personally or on his, her, or its behalf, to repay any amounts advanced if it is ultimately determined, after a final adjudication (including all appeals), that the director or officer did not meet the applicable standard of conduct described in the URBCA; and (iii) a determination is made, in accordance with the procedures set forth in the Union Pacific by-laws, that the facts then known to those making the determination would not preclude indemnification under the URBCA.	The VSCA provides that a corporation may indemnify an individual who is or was a director or officer of the corporation if the director (i) conducted himself in good faith, (ii) believed (a) in the case of conduct in his official capacity with the corporation, that his conduct was in its best interests, and (b) in all other cases, that his conduct was at least not opposed to its best interests, and (iii) in the case of any criminal proceeding, that he had no reasonable cause to believe that his conduct was unlawful. The VSCA also provides that, unless specifically limited by its articles of incorporation, a corporation must mandatorily indemnify any director or officer who entirely prevails in the defense of any proceeding to which he was a party by because he is or was a director or officer of the corporation against the reasonable expenses incurred by him in connection with the proceeding. Norfolk Southern must pay for or reimburse the reasonable expenses incurred by a director or officer who is a party to a proceeding in advance of final disposition, if the director or officer furnishes to Norfolk Southern the statement and undertakings specified in article VI, section 6 of the articles of incorporation. Norfolk Southern's restated articles of incorporation, as amended, permit Norfolk Southern to purchase and maintain insurance on behalf of any person who is or was a director or officer of Norfolk Southern against any liability asserted against such person, whether or not Norfolk Southern would have the power to indemnify such person against such liability.

	Rights of Union Pacific Shareholders	Rights of Norfolk Southern Shareholders
Amendments to Articles of Incorporation	The URBCA provides that the Union Pacific board, without shareholder action, may make various changes of an administrative nature to the Union Pacific articles of incorporation. Other amendments to the Union Pacific articles of incorporation must be recommended to shareholders by the board, unless the board determines that because of conflicts of interest or other special circumstances it should make no recommendation, and must be approved by a majority of all votes entitled to be cast by each voting group that has a right to vote on the amendment.	Norfolk Southern's restated articles of incorporation, as amended, provide that an amendment to the articles of incorporation requires shareholder approval from each voting group entitled to vote thereon by the affirmative vote of a majority of all votes entitled to be cast by each such voting group, unless the Norfolk Southern board conditions the approval of such an amendment upon a greater vote.
Amendments to By-laws	Union Pacific's by-laws provide that the by-laws may be altered, amended, or repealed (i) at a meeting of the shareholders by a majority vote of those present in person or by proxy, (ii) by the Union Pacific board at a meeting thereof by a majority vote of the directors then in office, or (iii) by written consent of the Union Pacific board.	Norfolk Southern's bylaws provide that the bylaws may be altered, amended, or repealed, and new bylaws may be adopted, by the Norfolk Southern board at any regular or special meeting of the Norfolk Southern board. The VSCA also provides that a Virginia corporation's shareholders may amend or repeal the corporation's bylaws by the affirmative vote of a majority of votes cast and entitled to vote thereon.
Certain Business Combinations	The URBCA provides that Union Pacific may not engage in a business combination with a shareholder acquiring more than 20% of Union Pacific's voting stock for a period of five years following the stock acquisition date of such "interested shareholder", unless the transaction or the purchase of stock made by the interested shareholder on the interested shareholder's stock acquisition date is approved by the Union Pacific board before the interested shareholder's stock acquisition date.	The VSCA prevents Norfolk Southern from engaging in an "affiliated transaction" (which include mergers, share exchanges, material dispositions of corporate assets not in the ordinary course of business, and certain dissolutions, reclassifications, and recapitalizations) with an "interested shareholder" (generally defined as a person owning more than 10% of any class of voting securities of the corporation) for a period of three (3) years following the date such person became an interested shareholder unless approved by (i) a majority of the disinterested

	Rights of Union Pacific Shareholders	Rights of Norfolk Southern Shareholders
	The Union Pacific articles of incorporation provide that certain transactions between Union Pacific and a beneficial owner of more than 10% of Union Pacific's voting stock (including common stock) must either (i) be approved by a majority of Union Pacific's voting stock other than that held by such beneficial owner, (ii) satisfy minimum price and procedural criteria set forth in the Union Pacific articles of incorporation, or (iii) be approved by a majority of Union Pacific's directors who are not related to such beneficial owner. The transactions covered by such provisions of the Union Pacific articles of incorporation include mergers, consolidations, sales or dispositions of assets, adoption of a plan of liquidation or dissolution, or other transactions involving a beneficial owner of more than 10% of Union Pacific's voting stock.	directors and (ii) the holders of at least two-thirds of the outstanding voting stock not owned by the interested shareholder, subject to certain exceptions. Norfolk Southern's restated articles of incorporation, as amended, do not contain any provision electing not to be governed by these anti-takeover provisions of the VSCA.
Shareholder Rights Plan	Union Pacific does not have a shareholder rights plan.	Norfolk Southern does not have a shareholder rights plan.
Exclusive Forum	None of the (i) Union Pacific articles of incorporation, (ii) Union Pacific by-laws, or (iii) URBCA contain an exclusive forum provision.	Norfolk Southern's bylaws provide that, unless Norfolk Southern consents in writing to the selection of an alternative forum, the sole and exclusive forum for (i) any derivative action or proceeding brought on behalf of Norfolk Southern, (ii) any action asserting a claim of breach of a legal or fiduciary duty owed by any director, officer, employee, or other agent of Norfolk Southern to Norfolk Southern or its shareholders, (iii) any action asserting a claim against Norfolk Southern or any director, officer, employee, or agent of Norfolk Southern arising out of or relating to any provision of the VSCA,

Rights of Union Pacific Shareholders	Rights of Norfolk Southern Shareholders
	Norfolk Southern's articles of incorporation or bylaws, or (iv) any action against Norfolk Southern or any director, officer, employee, or agent of Norfolk Southern asserting a claim governed by the internal affairs doctrine shall be a circuit court in any of the cities of Chesapeake, Norfolk, or Virginia Beach or any federal district court in the Eastern District of Virginia, unless no such court has personal jurisdiction over an indispensable party named as a defendant.

LEGAL MATTERS

The validity of the Union Pacific common stock to be issued in the first merger will be passed upon by Parr Brown Gee & Loveless, PC.

EXPERTS

Union Pacific

The financial statements of Union Pacific Corporation as of December 31, 2024 and 2023, and for each of the three years in the period ended December 31, 2024, incorporated by reference in this joint proxy statement/prospectus by reference to Union Pacific Corporation's Annual Report on Form 10-K for the year ended December 31, 2024, and the effectiveness of Union Pacific Corporation's internal control over financial reporting have been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in their reports. Such financial statements are incorporated by reference in reliance upon the reports of such firm given their authority as experts in accounting and auditing.

Norfolk Southern

The consolidated financial statements of Norfolk Southern Corporation as of December 31, 2024 and 2023, and for each of the three years in the period ended December 31, 2024, and management's assessment of the effectiveness of internal control over financial reporting have been incorporated by reference herein in reliance upon the report of KPMG LLP, independent registered public accounting firm, incorporated by reference herein, and upon the authority of said firm as experts in accounting and auditing.

DATES FOR SUBMISSION OF SHAREHOLDER PROPOSALS FOR 2026 ANNUAL MEETING

Union Pacific

Proposals for inclusion in Union Pacific's 2026 proxy materials pursuant to SEC Rule 14a-8: To be eligible for inclusion in Union Pacific's proxy statement for the 2026 annual meeting of shareholders, shareholder proposals must be received at Union Pacific's principal executive offices no later than November 25, 2025.

Director nominations under Union Pacific's proxy access by-law: The Union Pacific by-laws provide for "proxy access" for certain director candidates by shareholders. Under the Union Pacific by-laws, a shareholder or group of shareholders who have continuously held for three (3) years a number of shares of Union Pacific common stock equal to 3% of the outstanding shares of Union Pacific common stock may request that Union Pacific include in the Union Pacific proxy materials director nominees representing up to the greater of two (2) directors or 20% of the current number of directors. Eligible shareholders wishing to have such candidates included in the Union Pacific Proxy Statement for the Union Pacific 2026 annual meeting of shareholders should provide the information specified in the Union Pacific by-laws to the Secretary of Union Pacific in writing during the period beginning on October 26, 2025, and ending at the close of business (5:00 p.m., Central Time) on November 25, 2025, and should include the information and representations required by the proxy access provisions set forth in the Union Pacific by-laws.

Other proposals and nominations for Union Pacific's 2026 annual meeting: For any shareholder proposal not submitted under SEC Rule 14a-8, or any nomination of directors not submitted pursuant to Union Pacific's "proxy access" by-law, written notice in compliance with the Union Pacific by-laws must be received by Union Pacific's Corporate Secretary no earlier than January 8, 2026, and before the close of business (5:00 p.m., Central Time) no later than February 7, 2026, and must otherwise provide the information and comply with the procedures set forth in the Union Pacific by-laws. In addition to satisfying the requirements in the Union Pacific

by-laws, a shareholder who intends to solicit proxies in support of nominees submitted under the "advance notice" Union Pacific by-law for the Union Pacific 2026 Annual Meeting of Shareholders must also provide proper written notice that sets forth all information required by Rule 14a-19 under the Exchange Act to the Secretary of Union Pacific no later than the close of business (5:00 p.m., Central Time) on March 9, 2026 (or, if the Union Pacific 2026 annual meeting is called for a date that is more than thirty (30) days before or more than thirty (30) days after such anniversary date, then notice must be provided no later than sixty (60) calendar days prior to the date of the Union Pacific 2026 annual meeting or the 10th calendar day following the day on which public announcement of the date of the Union Pacific 2026 annual meeting is first made by the company).

Shareholders are also advised to review the Union Pacific by-laws, which contain additional requirements about advance notice of shareholder proposals and director nominations. A copy of the full text of the by-law provisions discussed above may be obtained from the Governance subsection of the Investors page of Union Pacific's website at *www.investor.unionpacific.com/governance/governance-overview*. The Union Pacific by-laws are also on file with the SEC and are available through its website at *www.sec.gov*.

Norfolk Southern

Under SEC Rule 14a-8, a shareholder who wishes to present a proposal for inclusion in the proxy statement for Norfolk Southern's 2026 Annual Meeting of Shareholders must submit the proposal in writing to Norfolk Southern's Corporate Secretary at *Corporate_Secretary@nscorp.com* or Norfolk Southern Corporation, 650 West Peachtree Street, NW, Atlanta, Georgia 30308, no later than November 28, 2025, and such proposal must also comply with the other applicable SEC requirements in respect thereof. SEC rules set standards for the types of shareholder proposals and the information that must be provided by the shareholder making the request.

A shareholder may also submit a proposal, including nomination of a director, to be considered at Norfolk Southern's 2026 Annual Meeting of Shareholders pursuant to the Norfolk Southern bylaws. Pursuant to proxy access provisions of the Norfolk Southern bylaws, a shareholder, or group of up to twenty (20) eligible shareholders, that has continuously owned for no less than three (3) years at least 3% of the outstanding shares of Norfolk Southern common stock, may nominate and include in Norfolk Southern's proxy materials up to the greater of two (2) directors or 20% of the number of directors currently serving on the Norfolk Southern board; provided that the shareholder(s) and nominee(s) satisfy the requirements specified in the Norfolk Southern bylaws. Eligible shareholders must submit such nominations between October 29, 2025 and November 28, 2025.

Under the Norfolk Southern bylaws, a shareholder may also submit a proposal, including nomination of a director, other than pursuant to Rule 14a-8 or the proxy access provisions of the Norfolk Southern bylaws, in which case, the proposal would not be required to be included in Norfolk Southern's proxy statement for Norfolk Southern's 2026 Annual Meeting of Shareholders and the proposal must be received by Norfolk Southern's Corporate Secretary not less than one hundred twenty (120) days nor more than one hundred fifty (150) days prior to the anniversary of the date that Norfolk Southern mailed its proxy statement in connection with Norfolk Southern's 2025 Annual Meeting of Shareholders. This notice must include the information required by the provisions of the Norfolk Southern bylaws. The deadline for delivery of a shareholder proposal pursuant to the Norfolk Southern bylaws in connection with Norfolk Southern's 2026 Annual Meeting of Shareholders would be between October 29, 2025 and November 28, 2025. Alternatively, if Norfolk Southern's 2026 Annual Meeting is held more than thirty (30) days before or more than sixty (60) days after the anniversary of Norfolk Southern's 2025 Annual Meeting of Shareholders, then the deadline for delivery of a shareholder proposal pursuant to the Norfolk Southern bylaws in connection with Norfolk Southern's 2026 Annual Meeting of Shareholders will instead be sixty (60) days prior to the date of the meeting.

Norfolk Southern has not set a date for Norfolk Southern's 2026 Annual Meeting of Shareholders.

HOUSEHOLDING OF JOINT PROXY STATEMENT/PROSPECTUS

The SEC has adopted rules that permit companies and intermediaries such as brokers to satisfy delivery requirements for proxy statements and notices with respect to two (2) or more shareholders sharing the same address by delivering a single proxy statement or notice, as applicable, addressed to those shareholders. As permitted by the Exchange Act, only one copy of this joint proxy statement/prospectus is being delivered to shareholders residing at the same address, unless shareholders have notified the company whose shares they hold of their desire to receive multiple copies of the joint proxy statement/prospectus. This process, which is commonly referred to as "householding," potentially provides extra convenience for shareholders and cost savings for companies. If, at any time, you no longer wish to participate in householding and would prefer to receive a separate joint proxy statement/prospectus, or if you are receiving multiple copies of this joint proxy statement/prospectus and wish to receive only one, please contact the company whose shares you hold at their address identified below. Each of Union Pacific and Norfolk Southern will promptly deliver, upon oral or written request, a separate copy of this joint proxy statement/prospectus to any shareholder residing at an address to which only one copy was mailed. Requests for additional copies should be directed to: Secretary, Union Pacific Corporation, 1400 Douglas Street, Omaha, NE 68179, or contact the Secretary of Union Pacific by telephone at (402) 544-5000, or to Corporate Secretary, Norfolk Southern Corporation, 650 West Peachtree Street, NW, Atlanta, GA 30308, or contact the Corporate Secretary of Norfolk Southern by telephone at (470) 463-0400.

WHERE YOU CAN FIND MORE INFORMATION

Union Pacific and Norfolk Southern file annual, quarterly, and current reports, proxy statements, and other information with the SEC. The SEC maintains an internet website that contains reports, proxy statements, and other information regarding issuers, including Union Pacific and Norfolk Southern, who file electronically with the SEC. The address of that site is *www.sec.gov*. The information contained on the SEC's website is expressly not incorporated by reference into this joint proxy statement/prospectus.

Union Pacific has filed with the SEC a registration statement on Form S-4 of which this joint proxy statement/prospectus forms a part. The registration statement registers the shares of Union Pacific common stock to be issued to Norfolk Southern shareholders in connection with the first merger. The registration statement, including the attached exhibits and annexes, contains additional relevant information about Union Pacific and Norfolk Southern, respectively. The rules and regulations of the SEC allow Union Pacific and Norfolk Southern to omit certain information included in the registration statement from this joint proxy statement/prospectus.

In addition, the SEC allows Union Pacific and Norfolk Southern to disclose important information to you by referring you to other documents filed separately with the SEC. This information is considered to be a part of this joint proxy statement/prospectus, except for any information that is superseded by information included directly in this joint proxy statement/prospectus or incorporated by reference subsequent to the date of this joint proxy statement/prospectus as described below.

This joint proxy statement/prospectus incorporates by reference the documents listed below that Union Pacific and Norfolk Southern have previously filed with the SEC.

Union Pacific

- Annual Report on Form 10-K for the fiscal year ended December 31, 2024, filed with the SEC on February 7, 2025;
- Quarterly Reports on Form 10-Q for the fiscal quarters ended March 31, 2025, and June 30, 2025, filed with the SEC on April 24, 2025, and July 24, 2025, respectively;
- Current Reports on Form 8-K (to the extent filed and not furnished), filed on January 23, 2025 (SEC Film No. 25547645), February 13, 2025 (SEC Film No. 25620497), February 18, 2025

(SEC Film No. 25632843), May 9, 2025 (SEC Film No. 25930666), May 9, 2025 (SEC Film No. 25931355), July 29, 2025 (SEC Film No. 251157532), July 29, 2025 (SEC Film No. 251163200), and September 10, 2025 (SEC Film No. 251305096);

- Definitive Proxy Statement on Schedule 14A, filed with the SEC on March 25, 2025; and
- The description of securities registered under Section 12 of the Exchange Act, which is contained in Exhibit 4(a) to Union Pacific's Annual Report on Form 10-K for the year ended December 31, 2019, and as amended by any amendment or report filed for purposes of updating that description.

Norfolk Southern

- Annual Report on Form 10-K for the fiscal year ended December 31, 2024, filed with the SEC on February 10, 2025;
- Quarterly Reports on Form 10-Q for the fiscal quarters ended March 31, 2025, and June 30, 2025, filed with the SEC on April 23, 2025, and July 29, 2025, respectively;
- Current Reports on Form 8-K (to the extent filed and not furnished), filed on January 27, 2025 (SEC Film No. 25560199), April 29, 2025 (SEC Film No. 25882724), May 2, 2025 (SEC Film No. 25908432), May 9, 2025 (SEC Film No. 25928540), June 3, 2025 (SEC Film No. 251017205), July 29, 2025 (SEC Film No. 251157536), and July 29, 2025 (SEC Film No. 251163142);
- Definitive Proxy Statement on Schedule 14A, filed with the SEC on March 28, 2025; and
- The description of securities registered under Section 12 of the Exchange Act, which is contained in Exhibit 4(hh) to Norfolk Southern's Annual Report on Form 10-K for the year ended December 31, 2019 and as amended by any amendment or report filed for purposes of updating that description.

To the extent that any information contained in any report on Form 8-K, or any exhibit thereto, was furnished to, rather than filed with, the SEC (for example, as called for by Items 2.02 and 7.01 of Form 8-K), such information or exhibit is specifically not incorporated by reference.

In addition, Union Pacific and Norfolk Southern incorporate by reference any future filings they make with the SEC under Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act after the date of this joint proxy statement/prospectus and until the date that the offering is terminated as well as after the date of this joint proxy statement/prospectus and until the date on which the Union Pacific special meeting is held and the Norfolk Southern special meeting is held (excluding any information and exhibits contained in current reports on Form 8-K to the extent disclosure is furnished and not filed). Those documents are considered to be a part of this joint proxy statement/prospectus, effective as of the date they are filed. In the event of conflicting information in these documents, the information in the latest filed document should be considered correct.

You can obtain any of the other documents listed above from the SEC, through the SEC's website at the address indicated above, or from Union Pacific or Norfolk Southern, as applicable, by requesting them in writing or by telephone from the appropriate company at the following addresses and telephone numbers:

By Mail:
Attention: Corporate Secretary
Union Pacific
1400 Douglas Street
Omaha, Nebraska 68179
Telephone: (402) 544-5000

By Mail:
Attention: Corporate Secretary
Norfolk Southern
650 West Peachtree Street, NW
Atlanta, Georgia 30308-1925
Telephone: (855) 667-3655

These documents are available from Union Pacific or Norfolk Southern, as the case may be, without charge, excluding any exhibits to them unless the exhibit is specifically listed as an exhibit to the registration statement of which this joint proxy statement/prospectus forms a part. You can also find information about Union Pacific and Norfolk Southern at their internet websites at *www.up.com* and *www.norfolksouthern.com*, respectively. Information contained on these websites is not incorporated by reference into, and does not constitute part of, this joint proxy statement/prospectus.

You may also obtain documents incorporated by reference into this document by requesting them in writing or by telephone from Sodali & Co, Union Pacific's proxy solicitor, or Innisfree M&A Incorporated, Norfolk Southern's proxy solicitor, at the following addresses and telephone numbers:

For Union Pacific Shareholders:
Sodali & Co
430 Park Avenue, 14th Floor
New York, NY 10022
Shareholders may call toll-free: +1 (800) 662-5200
Banks and Brokers may call collect: +1 (203) 658-9400

For Norfolk Southern Shareholders:
Innisfree M&A Incorporated
501 Madison Avenue, 20th Floor
New York, NY 10022
Shareholders may call toll free: +1 (877) 750-8198
Banks and Brokers may call collect: +1 (212) 750-5833

If you are a shareholder of Norfolk Southern or Union Pacific and would like to request documents, please do so by [ ] to receive them before your respective company's special meeting. If you request any documents from Union Pacific or Norfolk Southern, Union Pacific or Norfolk Southern, as applicable, will mail them to you by first class mail, or another equally prompt means, within one (1) business day after Union Pacific or Norfolk Southern, as the case may be, receives your request.

This joint proxy statement/prospectus is a prospectus of Union Pacific and is a joint proxy statement of Union Pacific and Norfolk Southern for the Union Pacific special meeting and the Norfolk Southern special meeting. Neither Union Pacific nor Norfolk Southern has authorized anyone to give any information or make any representation about the mergers or Union Pacific or Norfolk Southern that is different from, or in addition to, that contained in this joint proxy statement/prospectus or in any of the materials that Union Pacific or Norfolk Southern has incorporated by reference into this joint proxy statement/prospectus. Therefore, if anyone does give you information of this sort, you should not rely on it. The information contained in this joint proxy statement/prospectus speaks only as of the date of this joint proxy statement/prospectus unless the information specifically indicates that another date applies.

Annex A

Execution Version

AGREEMENT AND PLAN OF MERGER

by and among

UNION PACIFIC CORPORATION,
RUBY MERGER SUB 1 CORPORATION,
RUBY MERGER SUB 2 LLC

and

NORFOLK SOUTHERN CORPORATION

Dated as of July 28, 2025

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AGREEMENT AND PLAN OF MERGER, dated as of July 28, 2025 (this "Agreement"), by and among Union Pacific Corporation, a Utah corporation ("Parent"), Ruby Merger Sub 1 Corporation, a Virginia corporation and a direct wholly owned subsidiary of Parent ("Merger Sub 1"), Ruby Merger Sub 2 LLC, a Virginia limited liability company and a direct wholly owned subsidiary of Parent ("Merger Sub 2" and, together with Merger Sub 1, "Merger Subs"), and Norfolk Southern Corporation, a Virginia corporation (the "Company").

W I T N E S S E T H:

WHEREAS, Parent desires to acquire the Company on the terms and subject to the conditions set forth in this Agreement;

WHEREAS, in furtherance of such acquisition, and on the terms and subject to the conditions set forth in this Agreement and in accordance with the Virginia Stock Corporation Act, as amended (the "VSCA") and the Virginia Limited Liability Company Act, as amended (the "VLLCA"), as applicable, (a) Merger Sub 1 shall be merged with and into the Company (the "First Merger"), with the Company surviving the First Merger as a direct wholly owned Subsidiary of Parent, and (b) immediately following the First Merger, the Company shall be merged with and into Merger Sub 2 (the "Second Merger" and, together with the First Merger, the "Mergers"), with Merger Sub 2 surviving the Second Merger as a direct, wholly owned subsidiary of Parent;

WHEREAS, the board of directors of the Company (the "Company Board") has unanimously (a) determined that it is in the best interests of the Company and its shareholders, and declared it advisable, to enter into this Agreement, (b) approved the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, including the Mergers, (c) adopted this Agreement, and (d) resolved to recommend that the shareholders of the Company approve this Agreement and directed that such matter be submitted for consideration of the shareholders of the Company at the Company Shareholder Meeting;

WHEREAS, the board of directors of Parent (the "Parent Board") has unanimously (a) determined that it is in the best interests of Parent and its shareholders for Parent to enter into this Agreement, (b) approved and declared advisable the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, including the Mergers, and (c) resolved to recommend that the shareholders of Parent approve the issuance of Parent Common Stock in connection with the First Merger (the "Parent Share Issuance") and directed that such matter be submitted for consideration of the shareholders of Parent at the Parent Shareholder Meeting;

WHEREAS, the board of directors of Merger Sub 1 has unanimously (a) determined that it is in the best interests of Merger Sub 1 and its sole shareholder, and declared it advisable, to enter into this Agreement, (b) approved the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, including the Mergers, (c) adopted this Agreement, and (d) resolved to recommend that the sole shareholder of Merger Sub 1 approve this Agreement and directed that such matter be submitted for consideration of the sole shareholder of Merger Sub 1;

WHEREAS, Parent, in its capacity as the sole member of Merger Sub 2, has unanimously (a) determined that it is in the best interests of Merger Sub 2 and its sole member, and declared it advisable, to enter into this Agreement, (b) approved the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, including the Mergers, and (c) adopted this Agreement;

WHEREAS, for U.S. federal income tax purposes, it is intended that (a) the Mergers, taken together, shall qualify as a "reorganization" within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code") (the "Intended Tax Treatment") and (b) this Agreement be, and is hereby adopted as, a "plan of reorganization" for purposes of Sections 354, 361 and 368 of the Code and the Treasury Regulations promulgated thereunder; and

WHEREAS, Parent, Merger Subs and the Company desire to make certain representations, warranties, covenants and agreements specified herein in connection with this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements contained herein, and intending to be legally bound hereby, Parent, Merger Subs and the Company agree as follows:

ARTICLE 1

THE MERGERS

Section 1.1 The Mergers. On the terms and subject to the conditions set forth in this Agreement:

(a) at the First Effective Time and in accordance with the VSCA, Merger Sub 1 shall merge with and into the Company, the separate corporate existence of Merger Sub 1 shall cease and the Company shall continue its corporate existence under Virginia law as the surviving corporation in the First Merger (the "First Surviving Corporation") and a direct wholly owned Subsidiary of Parent; and

(b) immediately following the First Merger, at the Second Effective Time, and in accordance with the VLLCA, the First Surviving Corporation shall merge with and into Merger Sub 2, the separate corporate existence of the First Surviving Corporation shall cease and Merger Sub 2 shall continue its corporate existence under Virginia law as the surviving company in the Second Merger (the "Second Surviving Company") and a direct wholly owned Subsidiary of Parent.

Section 1.2 Closing. The closing of the Mergers (the "Closing") shall take place (a) at the offices of Skadden, Arps, Slate, Meagher & Flom LLP, One Manhattan West, New York, New York 10001, or by electronic exchange of documents, at 8:30 a.m., New York City time, on the third (3rd) Business Day after the satisfaction or waiver (to the extent permitted by applicable Law) of the conditions set forth in Article 6 (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions) or (b) at such other place, time and date as the Company and Parent may agree in writing. The date on which the Closing actually occurs is referred to as the "Closing Date."

Section 1.3 Effective Times.

(a) Subject to the provisions of this Agreement, as soon as practicable on the Closing Date, the parties shall cause the articles of merger in connection with the First Merger, including this Agreement attached as an exhibit thereto (the "First Articles of Merger") to be executed, acknowledged and filed with the State Corporation Commission of the Commonwealth of Virginia (the "SCC") in accordance with the applicable provisions of the VSCA. The First Merger shall become effective at such time as the SCC issues its certificate of merger with respect to the First Articles of Merger (the "First Certificate of Merger"), or at such later time as may be agreed by the Company and Parent in writing and specified in the First Articles of Merger in accordance with the VSCA (the effective time of the First Merger being herein referred to as the "First Effective Time").

(b) Subject to the provisions of this Agreement, as soon as practicable after the First Effective Time, the parties shall cause the articles of merger in connection with the Second Merger, including this Agreement attached as an exhibit thereto (the "Second Articles of Merger") to be executed, acknowledged and filed with the SCC in accordance with the applicable provisions of the VSCA and the VLLCA. The Second Merger shall become effective at such time as the SCC issues its certificate of merger with respect to the Second Articles of Merger (the "Second Certificate of Merger"), or at such later time as may be agreed by the Company and Parent in writing and specified in the Second Articles of Merger in accordance with the VSCA and the VLLCA (the effective time of the Second Merger being herein referred to as the "Second Effective Time").

Section 1.4 Effects of the Mergers. The Mergers shall have the effects set forth in this Agreement and the applicable provisions of the VSCA and the VLLCA.

Section 1.5 Organizational Documents of the First Surviving Corporation and the Second Surviving Company. Subject to Section 5.11:

(a) at the First Effective Time: (i) the articles of incorporation of Merger Sub 1 as in effect immediately prior to the First Effective Time (amended so that the name of the First Surviving Corporation shall be "Norfolk Southern Corporation") shall be the articles of incorporation of the First Surviving Corporation until thereafter amended in accordance with the VSCA and such articles of incorporation and (ii) the bylaws of Merger Sub 1 as in effect immediately prior to the First Effective Time (amended so that the name of the First Surviving Corporation shall be "Norfolk Southern Corporation") shall be the bylaws of the First Surviving Corporation until thereafter amended in accordance with the VSCA and such bylaws; and

(b) at the Second Effective Time: (i) the articles of organization of Merger Sub 2 as in effect immediately prior to the Second Effective Time (amended so that the name of the Second Surviving Company shall be "Norfolk Southern LLC"), shall be the articles of organization of the Second Surviving Company until thereafter amended in accordance with the VLLCA and such articles of organization, and (ii) the limited liability company agreement of Merger Sub 2 as in effect immediately prior to the Second Effective Time (amended so that the name of the Second Surviving Company shall be "Norfolk Southern LLC") shall be the limited liability company agreement of the Second Surviving Company.

Section 1.6 Directors and Officers of the First Surviving Corporation. (a) The directors of Merger Sub 1 as of immediately prior to the First Effective Time shall be the initial directors of the First Surviving Corporation as of the First Effective Time and shall hold office until their respective successors are duly elected and qualified, or their earlier death, resignation or removal and (b) the officers of Merger Sub 1 as of immediately prior to the First Effective Time shall be the initial officers of the First Surviving Corporation as of the First Effective Time and shall hold office until their respective successors are duly elected and qualified, or their earlier death, resignation or removal.

Section 1.7 Directors and Officers of the Second Surviving Company. (a) The directors of the First Surviving Corporation as of immediately prior to the Second Effective Time shall be the initial directors of the Second Surviving Company as of the Second Effective Time and shall hold office until their respective successors are duly elected and qualified, or their earlier death, resignation or removal and (b) the officers of the First Surviving Corporation as of immediately prior to the Second Effective Time shall be the initial officers of the Second Surviving Company as of the Second Effective Time and shall hold office until their respective successors are duly elected and qualified, or their earlier death, resignation or removal.

Section 1.8 Parent Board Composition. The parties shall take all actions necessary to designate and appoint three of the directors of the Company Board as of immediately prior to the First Effective Time to serve as directors on the Parent Board effective as of the First Effective Time (the "Company Designees"), in each case until such director's successor is elected and qualified or such director's earlier death, resignation or removal, in each case in accordance with Parent's Organizational Documents. The Company Designees shall be determined by the Parent Board, except that the Company Designees shall include the current Chief Executive Officer of the Company and the current Chair of the Company Board, in each case, so long as each is qualified, and willing and suitable to serve as a director under all applicable corporate governance policies and guidelines as reviewed and determined reasonably and in good faith by the Corporate Governance, Nominating and Sustainability Committee of Parent Board.

ARTICLE 2

CONVERSION OF SHARES; EXCHANGE OF CERTIFICATES

Section 2.1 Effect of the Mergers on Capital Stock.

(a) At the First Effective Time, by virtue of the First Merger and without any action on the part of the Company, Merger Sub 1 or the holders of any securities of the Company or Merger Sub 1:

(i) Conversion of Company Common Stock. Each share of Company Common Stock that is outstanding immediately prior to the First Effective Time, but excluding Canceled Shares and Converted Shares, shall be converted automatically into the right to receive (A) a number of shares of Parent Common Stock equal to the Exchange Ratio (the "Share Consideration"), subject to Section 2.1(e) with respect to fractional shares of Parent Common Stock, and (B) $88.82 in cash, without interest (the "Cash Consideration" and, together with the Share Consideration, the "Merger Consideration").

All shares of Company Common Stock that have been converted into the right to receive the Merger Consideration as provided in this Section 2.1(a)(i) shall be automatically canceled and cease to exist on the conversion thereof, and uncertificated shares of Company Common Stock represented by book-entry form ("Book-Entry Shares") and each certificate that, immediately prior to the First Effective Time, represented any such shares of Company Common Stock (each, a "Certificate") shall thereafter represent only the right to receive the Merger Consideration (including the right to receive, pursuant to Section 2.1(e), the Fractional Share Cash Amount) into which the shares of Company Common Stock represented by such Book-Entry Share or Certificate have been converted pursuant to this Section 2.1(a)(i).

(ii) Certain Company Common Stock. Each share of Company Common Stock that is directly owned by the Company, Parent or either Merger Sub immediately prior to the First Effective Time, other than shares held on behalf of third parties, shall be canceled and shall cease to exist, and no consideration shall be delivered in exchange therefor (such shares, the "Canceled Shares"). Each share of Company Common Stock that is owned by any direct or indirect wholly owned Subsidiary of the Company (such shares, the "Converted Shares") shall be converted into the right to receive a number of shares of Parent Common Stock equal to (A) the Cash Consideration *divided by* the Parent Share Price *plus* (B) the Exchange Ratio. All shares of Company Common Stock that have been converted into the right to receive Parent Common Stock as provided in this Section 2.1(a)(ii) shall be automatically canceled and cease to exist as on the conversion thereof.

(iii) Conversion of Merger Sub 1 Common Stock. Each share of common stock, no par value, of Merger Sub 1 outstanding immediately prior to the First Effective Time shall be converted into and become one validly issued, fully paid and nonassessable share of common stock, no par value, of the First Surviving Corporation with the same rights, powers and privileges as the shares so converted and shall constitute the only outstanding shares of capital stock of the First Surviving Corporation. From and after the First Effective Time, all certificates representing the common stock of Merger Sub 1 shall be deemed for all purposes to represent the number of shares of common stock of the First Surviving Corporation into which they were converted in accordance with the immediately preceding sentence.

(b) At the Second Effective Time, by virtue of the Second Merger and without any action on the part of the Second Surviving Company, Merger Sub 2 or the holders of any securities of the Second Surviving Company or Merger Sub 2, (i) all of the membership interests of Merger Sub 2 issued and outstanding immediately prior to the Second Effective Time shall remain outstanding, all of which shall be held by Parent and which shall not be affected by the Second Merger and (ii) each share of common stock of the First Surviving Corporation issued and outstanding immediately prior to the Second Effective Time shall be canceled and shall cease to exist, and no consideration shall be paid with respect thereto, such that, immediately following the Second Merger, the Second Surviving Company shall be a direct wholly owned Subsidiary of Parent.

(c) Dissenters' Rights. In accordance with applicable provisions of the VSCA and the VLLCA, no dissenters' or appraisal rights shall be available with respect to the Mergers.

(d) Certain Adjustments. If, between the date of this Agreement and the First Effective Time, the outstanding shares of Company Common Stock or the outstanding shares of Parent Common Stock shall have been changed into a different number of shares or a different class of shares by reason of any stock dividend, subdivision, reorganization, reclassification, recapitalization, stock split, reverse stock split, combination or exchange of shares, the Merger Consideration shall be equitably adjusted, without duplication, to proportionally reflect such change.

(e) No Fractional Shares.

(i) No fractional shares of Parent Common Stock shall be issued in connection with the First Merger and no certificates or scrip representing fractional shares of Parent Common Stock shall be delivered on the conversion of shares of Company Common Stock pursuant to Section 2.1(a)(i). Each holder of shares of Company Common Stock who would otherwise have been entitled to receive as a result of the First Merger a fraction of a share of Parent Common Stock (after aggregating all shares represented by the Certificates and Book-Entry Shares delivered by such holder) shall receive, in lieu of such fractional share of Parent Common Stock, cash (without interest) in an amount (rounded down to the nearest cent) representing such holder's proportionate interest in the net proceeds from the sale by the Exchange Agent, on behalf of all such holders, of the aggregated number of fractional shares of Parent Common Stock that would otherwise have been issuable to such holders as part of the Merger Consideration (the "Fractional Share Cash Amount").

(ii) As soon as practicable after the First Effective Time, the Exchange Agent shall, on behalf of all such holders of fractional shares of Parent Common Stock, effect the sale of all such shares of Parent Common Stock that would otherwise have been issuable as part of the Merger Consideration at the then-prevailing prices on the NYSE through one or more member firms of the NYSE. After the proceeds of such sale have been received, the Exchange Agent shall determine the applicable Fractional Share Cash Amount payable to each applicable holder and shall make such amounts available to such holders in accordance with Section 2.2(b). The payment of cash in lieu of fractional shares of Parent Common Stock to such holders is not separately bargained-for consideration and solely represents a mechanical rounding-off of the fractions in the exchange.

(iii) No such holder shall be entitled to dividends, voting rights or any other rights in respect of any fractional shares of Parent Common Stock that would otherwise have been issuable as part of the Merger Consideration.

Section 2.2 Exchange of Certificates.

(a) Exchange Agent. Prior to the First Effective Time, Parent and Merger Sub 1 shall designate Computershare Investor Services Inc. or a bank or trust company or similar institution selected by Parent to serve as exchange agent hereunder and approved in advance by the Company in writing (which approval shall not be unreasonably withheld, conditioned or delayed) (the "Exchange Agent"). Prior to the First Effective Time, Parent shall, on behalf of Merger Sub 1, deposit or shall cause to be deposited, with the Exchange Agent, in trust for the benefit of holders of shares of Company Common Stock, (i) cash in U.S. dollars sufficient to pay the aggregate Cash Consideration payable pursuant to Section 2.1(a)(i) and (ii) evidence of shares of Parent Common Stock in book-entry form representing the number of shares of Parent Common Stock sufficient to deliver the aggregate Share Consideration deliverable pursuant to Section 2.1(a)(i). Parent agrees to deposit, or cause to be deposited, with the Exchange Agent from time to time, as needed, cash sufficient to pay any dividends and other distributions pursuant to Section 2.2(c). Any such cash and book-entry shares deposited with the Exchange Agent shall be referred to as the "Exchange Fund."

(b) Payment Procedures.

(i) As soon as reasonably practicable after the First Effective Time and in any event not later than the third (3rd) Business Day following the Closing Date, Parent shall cause the Exchange Agent to mail to each holder of record of shares of Company Common Stock whose shares were converted into the right to receive the Merger Consideration, pursuant to Section 2.1, (A) a letter of transmittal with respect to Book-Entry Shares (to the extent applicable) and Certificates (which shall specify that delivery shall be effected, and risk of loss and title to Certificates shall pass, only on delivery of Certificates (or effective affidavits of loss in lieu thereof) to the Exchange Agent and shall be in such form and have such other provisions as Parent and the Company may mutually reasonably agree), and (B) instructions for use in effecting the surrender of Book-Entry Shares (to the extent applicable) or Certificates (or effective affidavits of loss in lieu thereof) in exchange for the Merger Consideration.

(ii) On surrender of Certificates (or effective affidavits of loss in lieu thereof) or Book-Entry Shares to the Exchange Agent, together with such letter of transmittal, duly completed and validly executed in accordance with the instructions thereto, or, in the case of Book-Entry Shares, receipt of an "agent's message" by the Exchange Agent, and such other documents as may customarily be required by the Exchange Agent, the holder of such Certificates (or effective affidavits of loss in lieu thereof) or Book-Entry Shares shall be entitled to receive in exchange therefor, and the Exchange Agent shall be required to promptly deliver to each such holder, the Merger Consideration into which the shares represented by such Certificates or Book-Entry Shares have been converted pursuant to this Article 2 (together with any Fractional Share Cash Amount and any dividends or other distributions payable pursuant to Section 2.2(c)). No interest shall be paid or accrued on any amount payable on due surrender of Certificates (or effective affidavits of loss in lieu thereof) or Book-Entry Shares. If payment of the Merger Consideration is to be made to a Person other than the Person in whose name the surrendered Certificate is registered, it shall be a condition precedent of payment that (A) the Certificate so surrendered shall be properly endorsed or shall be otherwise in proper form for transfer and (B) the Person requesting such payment shall have paid any transfer and other similar Taxes required by reason of the payment of the Merger Consideration to a Person other than the registered holder of the Certificate surrendered or shall have established that such Tax either has been paid or is not required to be paid.

(iii) The Exchange Agent, the Company, Parent and each Merger Sub, as applicable, shall be entitled to deduct and withhold from any amounts otherwise payable to any Person under this Agreement such amounts as are required to be deducted and withheld related to the making of such payment under applicable Law related to Taxes. To the extent that amounts are so deducted or withheld under this Section 2.2(b)(iii) and timely paid over to the relevant Governmental Entity, such deducted or withheld amounts shall be treated for purposes of this Agreement as having been paid to the Person in respect of which such deduction or withholding was made.

(c) Treatment of Unexchanged Shares. No dividends or other distributions, if any, with a record date after the First Effective Time with respect to shares of Parent Common Stock shall be paid to the holder of any unsurrendered shares of Company Common Stock to be converted into shares of Parent Common Stock pursuant to Section 2.1(a)(i) until such holder shall surrender such shares of Company Common Stock in accordance with this Section 2.2. After the surrender in accordance with this Section 2.2 of a share of Company Common Stock to be converted into shares of Parent Common Stock pursuant to Section 2.1(a)(i), the holder thereof shall be entitled to receive (in addition to the Merger Consideration and the Fractional Share Cash Amount payable to such holder pursuant to this Article 2) any such dividends or other distributions, without any interest thereon, which theretofore had become payable with respect to the shares of Parent Common Stock represented by such share of Company Common Stock, less such withholding or deduction for any Taxes required by applicable Law.

(d) Closing of Transfer Books. At the First Effective Time, the stock transfer books of the Company shall be closed, and there shall be no further registration of transfers on the stock transfer books of the First Surviving Corporation of the shares of Company Common Stock that were outstanding immediately prior to the

First Effective Time. If, after the First Effective Time, Certificates or Book-Entry Shares are presented to the Second Surviving Company, Parent or the Exchange Agent for transfer or any other reason, the holder of any such Certificates or Book- Entry Shares shall be given a copy of the letter of transmittal referred to in Section 2.2(b) and instructed to comply with the instructions in that letter of transmittal in order to receive the consideration to which such holder is entitled pursuant to this Article 2.

(e) Termination of Exchange Fund. Any portion of the Exchange Fund (including the proceeds of any investments thereof) that remains undistributed to the former holders of shares of Company Common Stock on the first anniversary of the First Effective Time shall thereafter be delivered, at the direction of the Second Surviving Company, to Parent on demand, and any former holders of shares of Company Common Stock who have not surrendered their shares in accordance with this Article 2 shall thereafter look only to Parent for payment of their claim for the Merger Consideration (together with the Fractional Share Cash Amount and any dividends or other distributions payable pursuant to Section 2.2(c)) without any interest thereon, on due surrender of their shares.

(f) No Liability. Anything herein to the contrary notwithstanding, none of the Company, Parent, either Merger Sub, the First Surviving Corporation, the Second Surviving Company, the Exchange Agent or any other Person shall be liable to any former holder of shares of Company Common Stock for any amount properly delivered to a public official pursuant to any applicable abandoned property, escheat or similar Law. Any portion of the Exchange Fund that remains undistributed to the holders of Company Common Stock as of immediately prior to the date on which the Exchange Fund would otherwise escheat to, or become property of, any Governmental Entity shall cease to represent any claim of any kind or nature and shall be deemed to be surrendered for cancellation to Parent.

(g) Investment of Exchange Fund. The Exchange Agent shall invest all cash included in the Exchange Fund as reasonably directed by Parent; provided, that any investment of such cash shall be limited to direct short-term obligations of, or short-term obligations fully guaranteed as to principal and interest by, the U.S. government; provided, further, that no such investment or loss thereon shall affect the amounts payable to holders of Certificates (or effective affidavits of loss in lieu thereof) or Book-Entry Shares pursuant to this Article 2, and following any losses from any such investment, Parent shall promptly provide, on behalf of the Second Surviving Company, additional funds to the Exchange Agent for the benefit of the holders of shares of Company Common Stock. Any interest and other income resulting from such investments shall be paid to or at the direction of Parent pursuant to Section 2.2(e).

(h) Lost Certificates. In the case of any Certificate that has been lost, stolen or destroyed, on the making of an affidavit of that fact by the Person claiming such Certificate to be lost, stolen or destroyed and, if required by the Exchange Agent, the posting by such Person of a bond in customary amount as indemnity against any claim that may be made against it with respect to such Certificate, the Exchange Agent shall issue in exchange for such lost, stolen or destroyed Certificate the Merger Consideration (together with the Fractional Share Cash Amount and any dividends or other distributions deliverable pursuant to Section 2.2(c)) payable in accordance with Section 2.1 with respect to the shares of Company Common Stock represented by such lost, stolen or destroyed Certificate.

Section 2.3 Treatment of Company Equity Awards.

(a) Company Options. Each compensatory option to purchase shares of Company Common Stock (each, a "Company Option") that is outstanding immediately prior to the First Effective Time shall, as of the First Effective Time, automatically and without any action on the part of the holder thereof, be assumed and converted into (or canceled and replaced by) a Parent Option (A) with respect to a number of shares of Parent Common Stock equal to the product of (x) the number of shares of Company Common Stock subject to the corresponding Company Option immediately prior to the First Effective Time *multiplied by* (y) the Equity Award Exchange Ratio (rounded down to the nearest whole number of shares), and (B) with a per share exercise price that is equal

to the quotient of (x) the exercise price per share of Company Common Stock of the corresponding Company Option immediately prior to the First Effective Time *divided by* (y) the Equity Award Exchange Ratio (rounded up to the nearest cent), with the same terms and conditions that applied to the corresponding Company Option immediately prior to the First Effective Time (including, without limitation, payment of quarterly dividend equivalents).

(b) Company RSUs. Each award of restricted stock units relating to Company Common Stock (each, a "Company RSU") that is outstanding as of immediately prior to the First Effective Time shall, as of the First Effective Time, automatically and without any action on the part of the holder thereof:

(i) if such Company RSU is or becomes vested at the First Effective Time pursuant to its terms as in effect as of the date hereof, be canceled and converted into the right to receive an amount in cash (without interest) equal to the Merger Consideration Value *multiplied by* the total number of shares of Company Common Stock subject to such Company RSU immediately prior to the First Effective Time (the "Cash-Out RSU Consideration"); or

(ii) if such Company RSU is not covered by Section 2.3(b)(i), be assumed and converted into (or canceled and replaced by) a Parent Stock Unit, relating to a number of shares of Parent Common Stock equal to the product, rounded to the nearest whole number of shares, of (A) the number of shares of Company Common Stock subject to such Company RSU immediately prior to the First Effective Time, and (B) the Equity Award Exchange Ratio, with the same terms and conditions that applied to such Company RSU immediately prior to the First Effective Time (including, without limitation, payment of quarterly dividend equivalents).

(c) Company PSUs. Each performance share unit relating to shares of Company Common Stock (each, a "Company PSU") that is outstanding as of immediately prior to the First Effective Time shall, as of the First Effective Time, automatically and without any action on the part of the holder thereof, be assumed and converted into (or canceled and replaced by) a Parent Stock Unit, relating to a number of shares of Parent Common Stock equal to the product, rounded to the nearest whole number of shares, of (A) the number of shares of Company Common Stock subject to such Company PSU immediately prior to the First Effective Time (with such number of shares of Company Common Stock determined based upon the greater of (i) the target level of performance and (ii) the actual level of performance calculated as of the latest practicable date prior to the First Effective Time as determined reasonably and in good faith by the Compensation and Talent Management Committee of the Company Board), and (B) the Equity Award Exchange Ratio, with the same terms and conditions (including service-based vesting but excluding performance-based vesting conditions) that applied to such Company PSU immediately prior to the First Effective Time.

(d) Company Phantom Stock Units. Each cash-settled stock unit credited to a non-employee director of the Company under the Company Directors' Deferred Fee Plan that is denominated in and tracks the value of shares of Company Common Stock (each, a "Company Phantom Stock Unit") that is outstanding as of immediately prior to the First Effective Time shall, at the First Effective Time, automatically and without any action on the part of the holder thereof, be canceled and converted into the right to receive an amount in cash (without interest) equal to the Merger Consideration Value *multiplied by* the total number of shares of Company Common Stock relating to such Company Phantom Stock Unit immediately prior to the First Effective Time (the "Cash-Out Phantom Stock Unit Consideration").

(e) Prior to the First Effective Time, the Company, through the Company Board or an appropriate committee thereof, shall adopt such resolutions as may reasonably be required in its discretion to effectuate the actions contemplated by this Section 2.3.

(f) Parent shall or shall cause the Second Surviving Company or one of its Subsidiaries, as applicable, to deliver the Cash-Out RSU Consideration to the holders of Company RSUs pursuant to Section 2.3(b)(i), less such amounts as are required to be withheld or deducted under the Code or any provision of state, local or non-U.S. Tax Law with respect to the making of such payment, and the Cash-Out Phantom Stock Unit Consideration

to holders of Company Phantom Stock Units pursuant to Section 2.3(d), in each case, promptly but no later than ten (10) Business Days after the First Effective Time; provided that, notwithstanding anything to the contrary contained in this Agreement, any payment pursuant to Section 2.3(b)(i) or Section 2.3(d) in respect of any such Company RSU or Company Phantom Stock Unit, respectively, that constitutes "deferred compensation" subject to Section 409A of the Code shall be made on the earliest possible date that such payment would not trigger a tax or penalty under Section 409A of the Code.

(g) As soon as reasonably practicable following the First Effective Time (but in no event more than five (5) Business Days following the First Effective Time), Parent shall file a registration statement on Form S-8 (or any successor form) with respect to the issuance of shares of Parent Common Stock subject to Parent Options and Parent Stock Units pursuant to this Section 2.3 (collectively, "Converted Parent Awards") that are eligible to be registered on Form S-8 and shall maintain the effectiveness of such registration statement or registration statements (and maintain the current status of the prospectus or prospectuses contained therein) for so long as the Converted Parent Awards remain outstanding; provided, however, that in the event that the filing deadline contemplated by this Section 2.3(g) shall occur while trading of Parent Common Stock has been suspended under Parent's then-effective registration statements, then Parent shall only be required to cause the filing of the Form S-8 (or any successor form) as soon as reasonably practicable after trading has been restored.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Except as disclosed in the Company SEC Documents furnished or filed prior to the date of this Agreement (including any documents incorporated by reference therein and excluding any disclosures set forth in any "risk factors" section or in any "forward-looking statements" section to the extent they are forward-looking statements or cautionary, predictive or forward-looking in nature) or in the disclosure schedules delivered by the Company to Parent concurrently with the execution of this Agreement (the "Company Disclosure Schedules") (it being agreed that disclosure of any item in any section or subsection of the Company Disclosure Schedules shall be deemed disclosed with respect to any other section or subsection of this Agreement and the Company Disclosure Schedules to the extent that the relevance thereof is reasonably apparent on its face), the Company represents and warrants to Parent and each Merger Sub as follows:

Section 3.1 Qualification, Organization, Subsidiaries.

(a) The Company is a corporation duly incorporated, validly existing and in good standing under the laws of the state of Virginia. Except as would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, each of the Company's Subsidiaries is a legal entity duly organized, validly existing and (where such concept is recognized) in good standing under the Laws of its respective jurisdiction of incorporation or organization, as applicable. Each of the Company and its Subsidiaries has all requisite corporate or similar power and authority to own, lease and operate its properties and assets and to carry on its business as presently conducted and is qualified to do business and is in good standing as a foreign corporation in each jurisdiction where the ownership, leasing or operation of its assets or properties or conduct of its business requires such qualification, except, in each case, as would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect. The Company has made available to Parent true, complete and correct copies of the Organizational Documents of the Company and each of its Significant Subsidiaries, as amended prior to the date of this Agreement, and each as made available to Parent is in full force and effect.

(b) All of the outstanding shares of capital stock or voting securities of, or other equity interests in, each of the Company's Subsidiaries have been validly issued and are owned by the Company, by another Subsidiary of the Company or by the Company and another Subsidiary of the Company, free and clear of all Liens other than restrictions imposed by applicable securities Laws or the Organizational Documents of any such Subsidiary or any Permitted Liens.

Section 3.2 Capitalization.

(a) The authorized share capital of the Company consists of 1,350,000,000 shares of Company Common Stock and 25,000,000 shares of preferred stock, without par value, of the Company (the "Company Preferred Stock"). As of July 24, 2025, there were (i) 224,354,307 shares of Company Common Stock issued and outstanding (not including the Subsidiary Treasury Stock), (ii) 20,320,777 shares of Subsidiary Treasury Stock, (iii) no shares of Company Preferred Stock issued and outstanding, (iv) Company Options to purchase an aggregate of 371,302 shares of Company Common Stock issued and outstanding, (v) 118,586 shares of Company Common Stock underlying outstanding Company PSUs if performance conditions are satisfied at the target level, (vi) 557,502 shares of Company Common Stock underlying outstanding Company RSUs, and (vii) 6,041,340 shares of Company Common Stock reserved for issuance of new awards under the Company Share Plans. All outstanding shares of Company Common Stock are, and all such shares that may be issued prior to the First Effective Time will be, when issued, duly authorized and validly issued as fully paid and nonassessable, and are not subject to and were not issued in violation of any preemptive or similar right, purchase option, call or right of first refusal or similar right. To the Knowledge of the Company, as of the date hereof, no Person is the beneficial owner of ten percent (10%) or more of the issued shares of the Company Common Stock.

(b) Except as set forth in Section 3.2(a) or as required by the terms of the Company Benefit Plans, as of the date of this Agreement, (i) the Company does not have any shares of its capital stock issued or outstanding, other than shares of Company Common Stock that have become outstanding after July 24, 2025, which were reserved for issuance as of July 24, 2025 as set forth in Section 3.2(a), and (ii) there are no outstanding subscriptions, options, warrants, calls, convertible securities or other similar rights, agreements or commitments relating to the issuance of capital stock of the Company or any of the Company's Subsidiaries to which the Company or any of the Company's Subsidiaries is a party obligating the Company or any of the Company's Subsidiaries to (A) issue, transfer or sell any shares of capital stock of the Company or any of the Company's Subsidiaries or securities convertible into, exercisable for or exchangeable for such shares, (B) grant, extend or enter into any such subscription, option, warrant, call, convertible securities or other similar right, agreement or arrangement, or (C) redeem or otherwise acquire any such shares of capital stock.

(c) Neither the Company nor any of its Subsidiaries has outstanding bonds, debentures, notes or other similar obligations, the holders of which have the right to vote (or which are convertible into, exercisable for or exchangeable for securities having the right to vote) with the shareholders of the Company on any matter. No Subsidiary of the Company owns any capital stock of the Company. Except for its interests (i) in its Subsidiaries and (ii) in any Person in connection with any joint venture, partnership or other similar arrangement with a third party, the Company does not own, directly or indirectly, any capital stock of, or other equity interests in any Person.

(d) There are no voting trusts or other agreements or understandings to which the Company or any of its Subsidiaries is a party with respect to the voting of shares of the Company Common Stock or other capital stock of the Company or any of its Subsidiaries.

(e) Section 3.2(e) of the Company Disclosure Schedules lists each Subsidiary of the Company, its jurisdiction of organization and the percentage of its equity interests directly or indirectly held by the Company.

Section 3.3 Corporate Authority Relative to This Agreement; Consents and Approvals; No Violation.

(a) The Company has the requisite corporate power and authority to enter into this Agreement and, subject to receipt of the Company Shareholder Approval, to perform its obligations hereunder and to consummate the transactions contemplated hereby. Except for the Company Shareholder Approval and the filing of the First Articles of Merger and the Second Articles of Merger with the SCC, no other proceedings on the part of the Company are necessary to authorize the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by

the Company and, assuming this Agreement constitutes the valid and binding agreement of Parent and each Merger Sub, constitutes the valid and binding agreement of the Company, enforceable against the Company in accordance with its terms, except that (i) such enforcement may be subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar Laws, now or hereafter in effect, relating to creditors' rights generally and (ii) equitable remedies of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought (collectively, the "Enforceability Exceptions").

(b) The Company Board at a duly called and held meeting has unanimously (i) determined that it is in the best interests of the Company and its shareholders, and declared it advisable, to enter into this Agreement, (ii) approved the execution, delivery and performance of this Agreement and the consummation of the Mergers and the other transactions contemplated hereby, (iii) adopted this Agreement and (iv) resolved to recommend that the shareholders of the Company approve this Agreement (the "Company Recommendation") and directed that such matter be submitted for consideration of the shareholders of the Company at the Company Shareholder Meeting.

(c) The execution, delivery and performance by the Company of this Agreement and the consummation of the Mergers and the other transactions contemplated hereby by the Company do not and will not require the Company or any of its Subsidiaries to procure, make or provide prior to the Closing Date any consent, approval, authorization or permit of, action by, filing with or notification to any United States or foreign, supranational, state, provincial, territorial or local governmental or regulatory agency, commission, court, body, entity or authority (each, a "Governmental Entity"), other than (i) the filing of the First Articles of Merger and the Second Articles of Merger with the SCC, and the issuance of the First Certificate of Merger and the Second Certificate of Merger by the SCC, (ii) the STB Approval, (iii) authorizations from, or such other actions as are required to be made with or obtained from, the Federal Communications Commission or any successor agency (the "FCC"), (iv) compliance with any applicable requirements of any applicable Antitrust Laws, (v) authorizations from, or such other actions as are required to be made with or obtained from the CNA or its predecessor agencies or any successor agency (the "CNA Approval"), (vi) compliance with the applicable requirements of the Securities Act and the Exchange Act, including the filing with the SEC of the Registration Statement (including the Proxy Statement/Prospectus), (vii) compliance with the rules and regulations of the NYSE, (viii) compliance with any applicable foreign or state securities or blue sky laws and (ix) the other consents and/or notices set forth on Section 3.3(c) of the Company Disclosure Schedules (clauses (i) through (ix), collectively, the "Company Approvals"), and other than any consent, approval, authorization, permit, action, filing or notification the failure of which to make or obtain would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect.

(d) Assuming compliance with the matters referenced in Section 3.3(c) and receipt of the Company Approvals and the Company Shareholder Approval, the execution, delivery and performance by the Company of this Agreement and the consummation by the Company of the Mergers and the other transactions contemplated hereby, do not and will not (i) contravene or conflict with the Organizational Documents of the Company or any of its Subsidiaries, (ii) contravene or conflict with or constitute a violation of any provision of any Law binding on or applicable to the Company or any of its Subsidiaries or any of their respective properties or assets or (iii) result in any violation of, or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of any obligation or to the loss of a benefit or payment of a penalty under or the creation of a Lien on any of the assets of the Company or any of its Subsidiaries pursuant to any Contract, instrument, permit, concession, franchise, right or license binding on the Company or any of its Subsidiaries, other than, in the case of clauses (ii) and (iii), any such contravention, conflict, violation, default, termination, cancellation, acceleration, right, loss, penalty or Lien that would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect.

Section 3.4 Reports and Financial Statements.

(a) The Company has filed or furnished, on a timely basis, all forms, statements, certifications, documents and reports required to be filed or furnished by it with the SEC pursuant to the Exchange Act or the Securities Act since December 31, 2022 (the forms, statements, certifications, documents and reports so filed or furnished by the Company and those filed or furnished to the SEC subsequent to the date of this Agreement, including any amendments thereto, the "Company SEC Documents"), each of which, in each case as of its date, or, if amended, as finally amended prior to the date of this Agreement, complied, or if not yet filed or furnished, will comply, in all material respects with the applicable requirements of the Securities Act, the Exchange Act and the Sarbanes-Oxley Act, as the case may be, and no Company SEC Document as of its date (or, if amended or superseded by a filing prior to the date of this Agreement, as of the date of such amended or superseding filing) contained, and no Company SEC Documents filed with or furnished to the SEC subsequent to the date of this Agreement will contain, any untrue statement of a material fact or omitted or will omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

(b) The Company is in compliance in all material respects with the applicable listing and corporate governance rules and regulations of the NYSE. Except as permitted by the Exchange Act, including Sections 13(k)(2) and 13(k)(3) thereunder, or the rules and regulations promulgated by the SEC, since December 31, 2022, neither the Company nor any of its Affiliates has made, arranged or modified (in any material way) any extensions of credit in the form of a personal loan to any executive officer or director of the Company.

(c) The consolidated financial statements (including all related notes and schedules) of the Company included in the Company SEC Documents (or, if any such Company SEC Document is amended or superseded by a filing prior to the date of this Agreement, such amended or superseding Company SEC Document) fairly presented in all material respects the consolidated financial position of the Company and its consolidated Subsidiaries, as at the respective dates thereof, and the consolidated results of their operations and their consolidated cash flows for the respective periods then ended (subject, in the case of the unaudited statements, to normal year-end audit adjustments and to any other adjustments described therein, including the notes thereto) and were prepared in all material respects in conformity with GAAP (except, in the case of the unaudited financial statements, as permitted by the SEC) applied on a consistent basis during the periods involved (except as may be indicated therein or in the notes thereto).

Section 3.5 Internal Controls and Procedures.

(a) The Company has established and maintains disclosure controls and procedures as required by Rule 13a-15 or 15d-15 under the Exchange Act. Such disclosure controls and procedures are effective in providing reasonable assurance that all information required to be disclosed by the Company is recorded and reported on a timely basis to the individuals responsible for the preparation of the Company's filings with the SEC and other public disclosure documents.

(b) The Company maintains a system of internal controls over financial reporting (as defined in Rule 13a-15 or 15d-15 under the Exchange Act) that is effective in providing reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP and includes policies and procedures that (i) pertain to the maintenance of records that in reasonable detail accurately and fairly reflect the transactions and dispositions of the assets of the Company in all material respects, (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with GAAP and to maintain accountability for assets, that access to assets is permitted only in accordance with authorizations of management and directors of the Company and that receipts and expenditures of the Company are being made only in accordance with authorizations of management and directors of the Company, and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of the Company's assets that could have a material effect on its

financial statements. The records, systems, controls, data and information of the Company and its Subsidiaries that are used in the systems of disclosure controls and procedures and of financial reporting controls and procedures described above are recorded, stored, maintained and operated under means that are under the exclusive ownership and direct control of the Company or a wholly owned Subsidiary of the Company or its accountants, except as would not reasonably be expected to adversely affect or disrupt, in any material respect, the Company's systems of disclosure controls and procedures and of financial reporting controls and procedures or the reports generated thereby.

(c) The Company's management has completed an assessment of the effectiveness of the Company's internal controls over financial reporting pursuant to Section 404 of the Sarbanes-Oxley Act for the year ended December 31, 2024, and such assessment concluded that such controls were effective. The Company has disclosed, based on its most recent evaluation of its internal controls prior to the date of this Agreement, to the Company's auditors and the audit committee of the Company Board, (i) any significant deficiencies and material weaknesses in the design or operation of internal controls over financial reporting that are reasonably likely to adversely affect the Company's ability to record, process, summarize and report financial information and (ii) any fraud, whether or not material, that involves management or other employees who have a significant role in internal control over financial reporting. As of the date of its most recent audited financial statements, neither the Company nor its auditors had identified any significant deficiencies or material weaknesses in its internal controls over financial reporting and, as of the date of this Agreement, to the Knowledge of the Company, nothing has come to its attention that has caused it to believe that there are any material weaknesses or significant deficiencies in such internal controls. To the Knowledge of the Company, since December 31, 2022, no material complaints from any source regarding accounting, internal accounting controls or auditing matters, and no concerns from Company employees regarding questionable accounting or auditing matters, have been received by the Company. To the Knowledge of the Company, since December 31, 2022, no attorney representing the Company or any of its Subsidiaries, whether or not employed by the Company or any of its Subsidiaries, has reported evidence of a violation of securities Laws, breach of fiduciary duty or similar violation by the Company or any of its officers, directors, employees or agents to the Company's chief legal officer, audit committee (or other committee designated for the purpose) of the Company Board pursuant to the rules adopted pursuant to Section 307 of the Sarbanes-Oxley Act or any Company policy contemplating such reporting, including in instances not required by those rules.

Section 3.6 Certain Matters. The Company represents and warrants to Parent and each Merger Sub as to the matters set forth in Section 3.6 of the Company Disclosure Schedules.

Section 3.7 No Undisclosed Liabilities. Except (a) as disclosed, reflected or reserved against in the audited consolidated balance sheet of the Company and its Subsidiaries as of December 31, 2024, and the footnotes to such consolidated balance sheet, in each case set forth in the Company's report on Form 10-K for the fiscal year ended December 31, 2024, (b) as expressly permitted or contemplated by this Agreement, (c) for liabilities or obligations that have been discharged or paid in full, (d) for liabilities arising in connection with obligations under any existing Contract (except to the extent such liabilities arose or resulted from a breach or a default of or under such Contract), (e) for liabilities and obligations incurred in the Ordinary Course of Business since December 31, 2024 (the "Company Balance Sheet Date"), or (f) as would not have, individually or in the aggregate, a Company Material Adverse Effect, neither the Company nor any Subsidiary of the Company has any liabilities or obligations, whether or not accrued, contingent or otherwise.

Section 3.8 Compliance with Law; Permits.

(a) The Company and its Subsidiaries have been, since December 31, 2022, in compliance with and not in default under or in violation of any federal, state, local or foreign law, statute, ordinance, rule, regulation, judgment, Order, injunction or decree of any Governmental Entity (collectively, "Laws" and each, a "Law") applicable to the Company and its Subsidiaries, except where such non-compliance, default or violation would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect.

(b) The Company and its Subsidiaries are in possession of all franchises, grants, concessions, authorizations, licenses, permits, easements, variances, exceptions, consents, certificates, approvals, clearances, tariffs, qualifications, registrations and orders of any Governmental Entities ("Permits") necessary for the Company and the Company's Subsidiaries to own, lease and operate their properties and assets or to carry on their businesses as they are now being conducted (such Permits, the "Company Permits"), except where the failure to have any of the Company Permits would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect. All Company Permits are in full force and effect and are not subject to any administrative or judicial proceeding that would reasonably be expected to result in modification, termination or revocation thereof, and the Company and each of its Subsidiaries is in compliance with the terms and requirements of such Company Permit, except where the failure to be in full force and effect or in compliance or where such proceeding would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect.

(c) Neither the Company nor any of its Subsidiaries has received any written notice that the Company or its Subsidiaries is in violation of any Law applicable to the Company or any of its Subsidiaries or any Permit, except for such violations that would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect. There are no Actions pending, threatened in writing or, to the Knowledge of the Company, otherwise threatened, that would reasonably be expected to result in the revocation, withdrawal, suspension, non-renewal, termination, revocation, or adverse modification or limitation of any such Permit, except as would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect.

Section 3.9 Anti-Corruption; Anti-Bribery; Anti-Money Laundering.

(a) The Company, its Subsidiaries and, to the Knowledge of the Company, each of their directors, officers, employees, agents and each other Person acting on behalf of the Company or its Subsidiaries are in all material respects in compliance with and for the past five (5) years, have in all material respects complied with (i) the Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"), and (ii) the provisions of all anti-bribery, anti-corruption and anti-money laundering Laws of each jurisdiction in which the Company and its Subsidiaries operate or have operated and in which any agent thereof is conducting or has conducted business on behalf of the Company or any of its Subsidiaries ("Anti-Corruption Laws"). The Company and its Subsidiaries have since December 31, 2022 (A) instituted policies and procedures that are reasonably designed to ensure compliance in all material respects with the FCPA and other anti-bribery, anti-corruption and anti-money laundering Laws in each jurisdiction in which the Company or any of its Subsidiaries operate and (B) maintained such policies and procedures in full force and effect in all material respects.

(b) None of the Company, its Subsidiaries or, to the Knowledge of the Company, any of their directors, officers and employees and each other Person acting on behalf of the Company or its Subsidiaries has, in the past five (5) years, directly or indirectly, violated any, or been subject to actual or, to the Knowledge of the Company, pending or threatened Proceedings, settlements or enforcement actions alleging violations on the part of any of the foregoing Persons of the FCPA or Anti-Corruption Laws or any terrorism financing Law.

(c) None of the Company, its Subsidiaries or, to the Knowledge of the Company, any of their directors, officers and their employees or any other Person acting on behalf of the Company or its Subsidiaries has, in the past five (5) years: (i) directly or indirectly, paid, offered or promised to pay, or authorized or ratified the payment of any monies, gifts or anything of value (A) which would violate any applicable Anti-Corruption Law, including the FCPA, applied for purposes hereof as it applies to domestic concerns, or (B) to any national, provincial, municipal or other Government Official or any political party or candidate for political office for the purpose of (x) influencing any act or decision of such official or of any Governmental Entity, (y) to obtain or retain business, or direct business to any Person or (z) to secure any other improper benefit or advantage; or (ii) aided, abetted, caused (directly or indirectly), participated in, or otherwise conspired with, any Person to violate the terms of any Order.

Section 3.10 Sanctions.

(a) Since April 24, 2019, the Company and each of its Subsidiaries has been, and currently is, in all material respects in compliance with economic sanctions and export control Laws in jurisdictions in which the Company or any of its Subsidiaries do business or are otherwise subject to jurisdiction, including the United States International Traffic in Arms Regulations, the Export Administration Regulations, and United States sanctions Laws and regulations administered by the United States Department of the Treasury's Office of Foreign Assets Control or the United States Department of State (collectively "Export and Sanctions Regulations").

(b) None of the Company or any of its Subsidiaries, or, to the Knowledge of the Company, any director, officer, agent, employee or other Person acting on behalf of any of the Company or its Subsidiaries, in their capacity as such, is currently, or has been since April 24, 2019: (i) a Sanctioned Person or (ii) engaging in any dealings or transactions with, or for the benefit of, any Sanctioned Person or in any Sanctioned Country, to the extent such activities would cause the Company to violate applicable Export and Sanctions Regulations.

(c) Since April 24, 2019, the Company and its Subsidiaries have (i) instituted policies and procedures that are reasonably designed to ensure compliance in all material respects with the Export and Sanctions Regulations in each jurisdiction in which the Company and its Subsidiaries operate or are otherwise subject to jurisdiction and (ii) maintained such policies and procedures in full force and effect in all material respects.

(d) Since April 24, 2019, neither the Company nor any of its Subsidiaries (i) has been found in violation of, charged with or convicted of, any Export and Sanctions Regulations, (ii) to the Knowledge of the Company, is or has been under investigation by any Governmental Entity for possible violations of any Export and Sanctions Regulation, (iii) has been assessed civil penalties under any Export and Sanctions Regulations or (iv) has filed any voluntary disclosures with any Governmental Entity regarding possible violations of any Export and Sanctions Regulations.

Section 3.11 Environmental Laws and Regulations.

(a) Except as would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect: (i) the Company and its Subsidiaries are and, except for matters which have been resolved, have been in compliance with all applicable Environmental Laws; (ii) neither the Company nor any of its Subsidiaries has received any written notices, demand letters or written requests for information from any Governmental Entity alleging that the Company or any of its Subsidiaries is in violation of or has liability under any Environmental Law and there are no legal, administrative, arbitral or other proceedings, claims or actions pending, or to the Knowledge of the Company threatened, against the Company or any of its Subsidiaries alleging any violation of or liability relating to any Environmental Law, in each case other than with respect to matters that have been resolved; (iii) there has been no treatment, storage or release of any Hazardous Substance in violation of or as could reasonably be expected to result in liability under any applicable Environmental Law; and (iv) neither the Company nor any Subsidiary is subject to any agreement, order, judgment, or decree by or with any Governmental Entity or other third party imposing any liability or obligation relating to any Environmental Law.

(b) The Company has made available to Parent material documents in the possession of, or reasonably available to, the Company or any of its Subsidiaries, or has otherwise disclosed to Parent material information, regarding the status of and expected costs and/or actions required to fully resolve any violation of, or liability under Environmental Law to the extent the resolution of such violation or liability would be reasonably expected to have, individually or in the aggregate, a Company Material Adverse Effect.

Section 3.12 Employee Benefit Plans.

(a) The Company has made available to Parent, with respect to each material Company Benefit Plan, each writing constituting a part of such Company Benefit Plan, including all amendments thereto.

(b) Except as would not have, individually or in the aggregate, a Company Material Adverse Effect: (i) each Company Benefit Plan (including any related trusts) has been maintained and administered in compliance with its terms and with applicable Law, including ERISA and the Code to the extent applicable thereto; (ii) each Company Benefit Plan intended to be "qualified" within the meaning of Section 401(a) of the Code has received a favorable determination letter from the Internal Revenue Service or is entitled to rely on a favorable opinion issued by the Internal Revenue Service; (iii) no employee benefit plan of the Company or its Subsidiaries is a Multiemployer Plan or a plan subject to Title IV of ERISA that has two (2) or more contributing sponsors, at least two (2) of whom are not under common control; (iv) all contributions or other amounts payable by the Company or any of its Subsidiaries with respect to each Company Benefit Plan in respect of current or prior plan years have been paid or accrued in accordance with GAAP; and (v) there are no pending, threatened or, to the Knowledge of the Company, anticipated claims (other than claims for benefits in accordance with the terms of the Company Benefit Plans) by, on behalf of or against any of the Company Benefit Plans or any trusts related thereto.

(c) With respect to any Multiemployer Plan contributed to by the Company or any ERISA Affiliate, neither the Company nor any ERISA Affiliate has incurred any withdrawal liability under Title IV of ERISA which remains unsatisfied as to an amount that would reasonably be expected to result in, individually or in the aggregate, material liability to the Company and its Subsidiaries, taken as a whole.

(d) Except as provided in this Agreement or required by applicable Law, the consummation of the transactions contemplated by this Agreement will not, either alone or in combination with another event, (i) entitle any current or former employee, director or other individual service provider of the Company or any of its Subsidiaries to severance pay or any other payment or benefit from the Company or its Subsidiaries, (ii) accelerate the time of payment or vesting, or increase the amount of, compensation due to any such employee, director or other individual service provider, (iii) directly or indirectly cause the Company or its Subsidiaries to transfer or set aside any assets to fund any payments or benefits under any Company Benefit Plan or (iv) limit or restrict the right to merge, materially amend, terminate or transfer the assets of any Company Benefit Plan on or following the First Effective Time.

(e) The execution and delivery of this Agreement, shareholder or other approval of this Agreement or the consummation of the transactions contemplated by this Agreement would not, either alone or in combination with another event, result in the payment of any "excess parachute payment" as defined Section 280G(b)(1) of the Code.

(f) The Company is not a party to nor does it have any obligation under any Company Benefit Plan to compensate, indemnify or reimburse any person for excise Taxes payable pursuant to Section 4999 of the Code or for additional Taxes payable pursuant to Section 409A of the Code.

Section 3.13 Labor Matters.

(a) The Company and its Subsidiaries are in compliance with their obligations pursuant to all notification and bargaining obligations arising under any Company Labor Agreements, except as would not have, individually or in the aggregate, a Company Material Adverse Effect.

(b) Except as would not reasonably be expected to result in, individually or in the aggregate, material liability to the Company and its Subsidiaries, taken as a whole, as of the date of this Agreement (i) there are no strikes or lockouts with respect to any employees of the Company or any of its Subsidiaries; (ii) to the Knowledge of the Company, there is no union organizing effort pending or threatened against the Company or any of its Subsidiaries; (iii) there is no labor dispute or labor arbitration proceeding pending or, to the Knowledge of the Company, threatened against the Company or any of its Subsidiaries (other than, in each case, routine grievances, including those brought by unions or other collectively represented employees, to be heard by the applicable Governmental Entity); and (iv) there is no slowdown, or work stoppage in effect or, to the Knowledge of the Company, threatened with respect to employees of the Company or any of its Subsidiaries.

(c) Except as would not have, individually or in the aggregate, a Company Material Adverse Effect, since December 31, 2022, the Company and its Subsidiaries have complied in all respects with all applicable Laws with respect to employment and employment practices (including all applicable Laws, rules and regulations regarding wage and hour requirements, employee and worker classification, immigration status, discrimination in employment, harassment, employee health and safety, and collective bargaining).

(d) The consent or consultation of, or the rendering of formal advice by, any labor or trade union, works council or similar organization is not required for the Company to enter into this Agreement or to consummate any of the transactions contemplated hereby other than any consent, consultation or formal advice, the failure of which to obtain or, in the case of consultation, engage in, would not delay or prevent the consummation of the transactions contemplated by this Agreement.

Section 3.14 Absence of Certain Changes or Events.

(a) Since the Company Balance Sheet Date through the date of this Agreement, there has not been any event, change, occurrence or development that has had or would reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect.

(b) From the Company Balance Sheet Date through the date of this Agreement, the Company and its Subsidiaries have conducted their respective businesses in all material respects in the Ordinary Course of Business and have not taken any action that, if taken after the date of this Agreement, would require Parent's consent under Section 5.1(b)(i), Section 5.1(b)(iv), Section 5.1(b)(v), Section 5.1(b)(ix), Section 5.1(b)(xi), Section 5.1(b)(xiv) or Section 5.1(b)(xvii).

Section 3.15 Investigations; Litigation. Except as would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, as of the date of this Agreement: (a) to the Knowledge of the Company, there is no investigation or review pending or threatened by any Governmental Entity with respect to the Company or any of the Company's Subsidiaries; and (b) there are no Actions pending (or, to the Knowledge of the Company, threatened) against or affecting the Company or any of the Company's Subsidiaries, or any of their respective assets or properties at law or in equity before, and there are no Orders of, any Governmental Entity against or affecting the Company or any of the Company's Subsidiaries, or any of their respective assets or properties.

Section 3.16 Company Information. The information supplied or to be supplied by the Company for inclusion in (i) the proxy statement relating to the Company Shareholder Meeting, which will be used as a prospectus of Parent with respect to the Parent Common Stock issuable in connection with the First Merger (together with any amendments or supplements thereto, the "Proxy Statement/Prospectus") or (ii) the registration statement on Form S-4 pursuant to which the offer and sale of Parent Common Stock in connection with the First Merger will be registered pursuant to the Securities Act and in which the Proxy Statement/Prospectus will be included as a prospectus of Parent (together with any amendments or supplements thereto, the "Registration Statement") will not, (x) at the time the Proxy Statement/Prospectus is first mailed to each of the Company's shareholders and Parent's shareholders, (y) at the time of each of the Company Shareholder Meeting and the Parent Shareholder Meeting (or, in each case, any adjournment or postponement thereof), or (z) at the time the Registration Statement (and any amendment or supplement thereto) is filed with the SEC or declared effective, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading; provided that no representation or warranty is made by the Company with respect to statements made therein based on information supplied by Parent or either Merger Sub for inclusion or incorporation by reference therein.

Section 3.17 Tax Matters.

(a) Except as would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect:

(i) the Company and each of its Subsidiaries have timely filed all Tax Returns required to be filed (taking into account any extensions of time within which to file such Tax Returns), and all such filed Tax Returns were complete and correct, and the Company and each of its Subsidiaries have paid all Taxes, whether or not shown to be due on such Tax Returns, or have established an adequate reserve therefor in accordance with GAAP;

(ii) there are no current audits, examinations or other proceedings pending, or to the Company's Knowledge, threatened in respect of any Taxes of the Company or any of its Subsidiaries;

(iii) none of the Company or any of its Subsidiaries has granted any extension or waiver of the limitation period applicable to the assessment or collection of any Tax;

(iv) there are no Liens for Taxes upon any property or assets of the Company or its Subsidiaries, except for Permitted Liens;

(v) none of the Company or any of its Subsidiaries (i) is or has been a member of an affiliated, consolidated, combined, unitary or similar group for purposes of filing Tax Returns or paying Taxes (other than a group the common parent of which is or was the Company or any of its Subsidiaries), (ii) is party to any Tax sharing, Tax allocation or Tax indemnity agreement or similar contract or arrangement, in each case with any third party (other than customary Tax indemnification provisions in commercial agreements or arrangements, in each case not primarily relating to Taxes, or any agreement solely between or among the Company or any of its Subsidiaries) or (iii) has any liability for Taxes of any Person (other than the Company or any of its Subsidiaries) arising from the application of Treasury Regulations Section 1.1502-6 or any analogous provision of applicable state, local or foreign Law or as a transferee or successor;

(vi) none of the Company or any of its Subsidiaries has participated in any "listed transaction" within the meaning of Section 6011 of the Code and the regulations thereunder; and

(vii) in the last three (3) years, none of the Company or any of its Subsidiaries has distributed stock of another Person or has had its stock distributed by another Person in a transaction that was purported or intended to be governed in whole or in part by Section 355 of the Code.

(b) As of the date hereof, none of the Company or any of its Subsidiaries has taken or agreed to take any action or knows of the existence of any fact or circumstance that could reasonably be expected to prevent or impede the Mergers, taken together, from qualifying as a "reorganization" within the meaning of Section 368(a) of the Code.

Section 3.18 Intellectual Property; IT Assets; Privacy.

(a) Section 3.18(a) of the Company Disclosure Schedules sets forth a true, correct and complete list as of the date hereof of all Registered Company Intellectual Property. Each such material item of Registered Company Intellectual Property is, to the Knowledge of the Company, subsisting and not invalid or unenforceable. No such material Registered Company Intellectual Property (other than any applications for Registered Company Intellectual Property) has expired or been canceled or abandoned, except in accordance with the expiration of the term of such rights, or in the Ordinary Course of Business based on a reasonable business judgment of the Company.

(b) The Company and its Subsidiaries (i) own or have a written, valid and enforceable right to use all material Intellectual Property used in or necessary for the operation of their respective businesses and (ii) own all right, title, and interest in all Company Intellectual Property, free and clear of all Liens (other than Permitted Liens), in each case, except as has not been and would not reasonably be expected to be, individually or in the aggregate, material to the business of the Company and its Subsidiaries, taken as a whole. To the Knowledge of

the Company, no Company Intellectual Property material to any business of the Company and its Subsidiaries is subject to any Order or Contract materially and adversely affecting the Company's and its Subsidiaries' ownership or use of, or any rights in or to, any such Intellectual Property.

(c) Except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, since December 31, 2022, to the Knowledge of the Company, the operation of the business of the Company and its Subsidiaries has not infringed, violated or otherwise misappropriated any Intellectual Property of any third Person. Except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, (i) to the Knowledge of the Company, since December 31, 2022, no third Person has infringed, violated or otherwise misappropriated any Company Intellectual Property and (ii) there is, and there has been since December 31, 2022, no pending (or, to the Knowledge of the Company, threatened) Action or asserted claim in writing asserting that the Company or any Subsidiary has infringed, violated or otherwise misappropriated, or is infringing, violating or otherwise misappropriating, any Intellectual Property of any third Person.

(d) The Company and its Subsidiaries have received from each Person (including current and former employees and contractors) who has created or developed any material Intellectual Property for or on behalf of the Company or any of its Subsidiaries, a written, valid, enforceable, present assignment of such Intellectual Property to the Company or its applicable Subsidiary.

(e) The Company and its Subsidiaries own all right, title and interest in and to the Company IT Assets, free and clear of any Liens other than Permitted Liens, except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect. The Company and its Subsidiaries own or have a written valid and enforceable right to use all IT Assets, except as has not been and would not reasonably be expected to be, individually or in the aggregate, material to the business of the Company and its Subsidiaries, taken as a whole. Except as has not been and would not reasonably be expected to be, individually or in the aggregate, material to the business of the Company and its Subsidiaries, taken as a whole, the Company and each of its Subsidiaries have taken reasonable steps and implemented reasonable safeguards, consistent with best industry practices, to protect the IT Assets from any unauthorized access, use or other security breach. The IT Assets: (i) operate and perform in all material respects as required by the Company and its Subsidiaries for the operation of their respective businesses and (ii) since December 31, 2022, except as, individually or in the aggregate, has not resulted in, and is not reasonably expected to result in, material liability to, or material disruption of the business operations of, the Company and its Subsidiaries, (A) have not malfunctioned or failed, suffered unscheduled downtime, or been subject to unauthorized access, use or other security breach, and (B) have, to the Knowledge of the Company, been free from any viruses, Trojan horses, spyware, ransomware or other malicious code.

(f) The Company and its Subsidiaries have taken commercially reasonable measures to protect the confidentiality of the material Trade Secrets owned or held by the Company and its Subsidiaries, and to the Knowledge of the Company, no such material Trade Secrets has been used or discovered by or disclosed to any Person except pursuant to written, valid and enforceable non-disclosure agreements protecting the confidentiality thereof, which agreements have not been breached by the Company or its Subsidiaries or, to the Knowledge of the Company, any other party, in any material respect.

(g) Since December 31, 2022, the Company and its Subsidiaries have in all material respects complied with all Privacy Laws and with its and their privacy policies and other contractual commitments relating to privacy, security or processing of personal information or data. Except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, since December 31, 2022, neither the Company nor any of its Subsidiaries has received any written threat, notice or claim alleging (or been subject to any audit or investigation by any Governmental Entity regarding) (i) non-compliance with any Privacy Laws or with such privacy policies or contractual commitments or (ii) a violation of any third Person's rights under Privacy Laws or such privacy policies or contractual commitments, including any third Person's

rights with respect to Sensitive Data. Except as has not been and would not reasonably be expected to be, individually or in the aggregate, material to the business of the Company and its Subsidiaries, taken as a whole, since December 31, 2022, to the Knowledge of the Company, there has been no unauthorized access, use, processing, transfer or disclosure, or any loss or theft, of Sensitive Data or other personal or personally identifiable information that are protected by Privacy Laws while such Sensitive Data or such other personal or personally identifiable information was in the possession or control of the Company, its Subsidiaries or (solely with respect to Sensitive Data or other personal or personally identifiable information held on behalf of the Company or its Subsidiaries) its or their third-party vendors or service providers.

(h) Except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, the Company and its Subsidiaries (i) have obtained all consents, permissions, and authorizations required under applicable Laws with respect to the use and processing of all Training Data and the use of all AI Technologies in the operation of the business of the Company and its Subsidiaries, and (ii) have not used any Training Data or AI Technologies in violation of applicable Law or in a manner in conflict with the data or information privacy or security policies of the Company or its Subsidiaries.

(i) Except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, (i) no third party has possession of, or any current or contingent right to access or possess, any source code for any software owned by and proprietary to the Company or any of its Subsidiaries, and (ii) such software does not incorporate or link to any open source software, and subsequently get distributed or modified, in a manner that requires the Company or its Subsidiaries to make any source code for any such proprietary owned software available to third parties, be licensed for the purpose of making derivative works, or be redistributable at no or minimal charge.

Section 3.19 Title to Assets. Except as would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect, the Company or one of its Subsidiaries has good and valid title to all tangible assets owned by the Company or any of its Subsidiaries as of the date of this Agreement, free and clear of all Liens other than Permitted Liens, or good and valid leasehold interests in all tangible assets leased or subleased by the Company or any of its Subsidiaries as of the date of this Agreement, or good and valid rights under the corresponding concession in all tangible assets held subject to such concession by the Company or any of its Subsidiaries as of the date of this Agreement.

Section 3.20 Title to Properties.

(a) Except as would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, each Contract under which the Company or any of its Subsidiaries is the landlord, sublandlord, tenant, subtenant or occupant (a "Company Real Property Lease") with respect to material real property leased, subleased, held under concession, licensed or otherwise occupied (whether as tenant, subtenant or pursuant to other occupancy arrangements) by the Company or any of its Subsidiaries (collectively, including the improvements thereon, "Company Leased Real Property") is valid and binding on the Company or the Subsidiary thereof party thereto, and, to the Knowledge of the Company, each other party thereto. Neither the Company nor any of its Subsidiaries is currently subleasing, licensing or otherwise granting any person the right to use or occupy a material portion of the Company Leased Real Property that would reasonably be expected to adversely affect the existing use of the remaining portion of the Company Leased Real Property by the Company or its Subsidiaries in the operation of their business thereon, except as would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect. Except as would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect, there is no uncured default by the Company or any of its Subsidiaries under any Company Real Property Lease or, to the Knowledge of the Company, by any other party thereto, and, to the Knowledge of the Company, no event has occurred that with the lapse of time or the giving of notice or both would reasonably be expected to constitute a default thereunder by the Company or any of its Subsidiaries or by any other party thereto. As of the date of this Agreement, neither the Company nor any of its Subsidiaries has received any written notice of termination or

cancelation, and to the Knowledge of the Company, no termination or cancelation is threatened, under any material Company Real Property Lease.

(b) Except as would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect, the Company or its Subsidiaries has good and valid title to all of the real property owned by the Company and its Subsidiaries (the "Owned Real Property").

(c) Except as would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect, neither the Company nor any of its Subsidiaries has received written notice of any condemnation proceeding or proposed action or agreement for taking in lieu of condemnation, nor is any such proceeding, action or agreement pending before a Governmental Entity or, to the Knowledge of the Company, threatened, with respect to any portion of any Owned Real Property.

Section 3.21 Opinion of Financial Advisor. The Company Board has received the opinion of BofA Securities, Inc. to the effect that, as of the date of such opinion and subject to the assumptions, limitations, qualifications and other matters set forth therein, the Merger Consideration to be received by the holders of Company Common Stock (other than the Canceled Shares and the Converted Shares) in the First Merger pursuant to this Agreement is fair, from a financial point of view, to such holders.

Section 3.22 Required Vote of the Company Shareholders. The affirmative vote of a majority of the votes cast by holders of Company Common Stock in favor of the approval of this Agreement (the "Company Shareholder Approval") is the only vote of holders of securities of the Company that is required to approve this Agreement and the transactions contemplated hereby, including the Mergers.

Section 3.23 Material Contracts.

(a) Except for this Agreement, agreements filed as exhibits to the Company SEC Documents or as set forth in Section 3.23(a) of the Company Disclosure Schedules, as of the date of this Agreement, neither the Company nor any of its Subsidiaries is a party to or expressly bound by any Contract (excluding any Company Benefit Plan) that:

(i) would constitute a "material contract" (as such term is defined in Item 601(b)(10) of Regulation S-K of the Securities Act);

(ii) is a Company Real Property Lease pursuant to which the Company or any of its Subsidiaries leases real property that (A) has remaining rental obligations in excess of $50 million or (B) is integral to the operations of the business of the Company and its Subsidiaries, taken as a whole;

(iii) contains restrictions on the right of the Company or any of its Subsidiaries to engage in activities competitive with any Person or to solicit customers or suppliers anywhere in the world, other than restrictions (A) pursuant to limitations on the use by the Company or its Subsidiaries of rail lines set forth in the agreements conveying those lines or granting rights to operate them that do not, individually or in the aggregate, materially impair the Company's operations in accordance with its current and future operating plan or (B) that are part of the terms and conditions of any "requirements" or similar agreement under which the Company or any of its Subsidiaries has agreed to procure goods or services exclusively from any Person; or (C) that are not material to the business of the Company and its Subsidiaries, taken as a whole;

(iv) grants "most favored nation" status that, following the Mergers, would apply to Parent and its Subsidiaries, including the Company and its Subsidiaries;

(v) provides for the formation, creation, operation, management or control of any material joint venture, material partnership or other similar material arrangement with a third party;

(vi) is an indenture, credit agreement, loan agreement, note, or other Contract providing for indebtedness for borrowed money of the Company or any if its Subsidiaries (other than indebtedness among the Company and/or any of its Subsidiaries) in excess of $150 million;

(vii) is a settlement, conciliation or similar Contract that would require the Company or any of its Subsidiaries to pay consideration of more than $40 million after the date of this Agreement or that contains material restrictions on the business and operations of the Company or any of its Subsidiaries or materially disrupts the business of the Company or any of its Subsidiaries as currently conducted;

(viii) (A) provides for the acquisition or disposition by the Company or any of its Subsidiaries of any business (whether by merger, sale of stock, sale of assets or otherwise), or any real property, that would, in each case, reasonably be expected to result in the receipt or making by the Company or any Subsidiary of the Company of future payments in excess of $100 million or (B) pursuant to which the Company or any of its Subsidiaries will acquire any interest, or will make an investment, in any other Person, other than another Subsidiary, of more than $100 million;

(ix) is an acquisition agreement that contains material "earn-out" or other material contingent payment obligations;

(x) obligates the Company or any Subsidiary of the Company to make any future capital investment or capital expenditure outside the Ordinary Course of Business and in excess of $75 million in any calendar year;

(xi) provides for the procurement of services or supplies from a Company Top Supplier by the Company or any of its Subsidiaries, or provides for sales to a Company Top Customer by the Company or any of its Subsidiaries;

(xii) limits or restricts the ability of the Company or any of its Subsidiaries to declare or pay dividends or make distributions in respect of their capital stock, partner interests, membership interests or other equity interests;

(xiii) other than any sales and marketing Contracts entered into in the Ordinary Course of Business, is a Contract pursuant to which the Company or any of its Subsidiaries is a party, or is otherwise bound, and obligated to make or receive payments in excess of $100 million in any calendar year which Contract has a term of at least three (3) years from the later of the date hereof and the date of such Contract, and the contracting counterparty of which (A) is a Governmental Entity or (B) to the Knowledge of the Company, has entered into such Contract in its capacity as a prime contractor or other subcontractor of any Contract with a Governmental Entity and such Contract imposes upon the Company obligations or other liabilities due to such Governmental Entity; or

(xiv) is a Contract pursuant to which (A) the Company or any of its Subsidiaries is granted any license or other right with respect to Intellectual Property of another Person, where such Contract is material to the business of the Company or any of its Subsidiaries (other than non-exclusive licenses for commercially available software that have been granted on standardized, generally available terms); or (B) the Company or any of its Subsidiaries grants to another Person any material license or other material right with respect to any Company Intellectual Property (other than non-exclusive licenses or similar rights granted to (1) direct or indirect customers or resellers in connection with their use, sale or resale of the Company's or its Subsidiaries' goods or services, or (2) service providers in connection with their provision of services for or on behalf of the Company or any Company Subsidiaries).

Each Contract of the type described in clauses (i) through (xiv) of this Section 3.23(a) is referred to herein as a "Company Material Contract."

(b) True, correct and complete copies of each Company Material Contract have been publicly filed with the SEC prior to the date of this Agreement or otherwise made available to Parent. Neither the Company nor any Subsidiary of the Company is in breach of or default under the terms of any Company Material Contract where such breach or default would reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect. To the Knowledge of the Company, no other party to any Company Material Contract is in breach of or default under the terms of any Company Material Contract where such breach or default would

reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect. Except as would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, each Company Material Contract is a valid and binding obligation of the Company or the Subsidiary of the Company that is party thereto and, to the Knowledge of the Company, of each other party thereto, and is in full force and effect, subject to the Enforceability Exceptions.

Section 3.24 Suppliers and Customers.

(a) Section 3.24(a) of the Company Disclosure Schedules sets forth a correct and complete list of (i) the top 20 suppliers (each a "Company Top Supplier") and (ii) the top 20 customers (each a "Company Top Customer"), respectively, by the aggregate dollar amount of payments to or from, as applicable, such supplier or customer, during the calendar year 2024 (in the case of customers, measured on a net revenue basis).

(b) Except as would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect, since December 31, 2022 through the date of this Agreement, (i) there has been no termination of or a failure to renew the business relationship of the Company or its Subsidiaries with any Company Top Supplier or any Company Top Customer and (ii) no Company Top Supplier or Company Top Customer has notified the Company or any of its Subsidiaries that it intends to terminate or not renew its business, nor to the Knowledge of the Company, is any such party threatening to do so as.

Section 3.25 Insurance Policies. Except as would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, (i) the Company and its Subsidiaries maintain insurance coverage with reputable insurers in such amounts and covering such risks as the Company reasonably believes, based on past experience, is adequate for the businesses and operations of the Company and its Subsidiaries (taking into account the cost and availability of such insurance) (the "Insurance Policies"), (ii) each Insurance Policy is in full force and effect, (iii) all premiums due with respect to the Insurance Policies have been paid, (iv) the Company and its Subsidiaries are in compliance with the material terms and conditions of the Insurance Policies and predecessor insurance policies, including with respect to providing timely and otherwise valid notice to the applicable insurer(s) of any claim, occurrence or other matter that may be covered under any Insurance Policies or predecessor insurance policies, (v) there are no pending claims under any Insurance Policies or predecessor insurance policies, (vi) neither the Company nor any of its Subsidiaries has received, as of the date of this Agreement, written notice of any pending or threatened cancellation, termination, nonrenewal or material premium increase or adjustment (including any retrospective premium adjustment) with respect to any of the Insurance Policies (other than in the ordinary course in connection with renewals), (vii) one of the Insurance Policies are comprised of any self-insurance, fronted insurance or captive insurance and (viii) the Insurance Policies are sufficient to comply with applicable Law and all Company Material Contracts. True and complete copies of the material Insurance Policies as of the date hereof have been made available to Parent.

Section 3.26 Affiliate Party Transactions. Since December 31, 2022 through the date of this Agreement, there have been no material transactions, agreements, arrangements or understandings between the Company or any of its Subsidiaries, on the one hand, and any Person owning 5% or more of the Company Common Stock or any Affiliate of such Person or any director or executive officer of the Company or any of its Affiliates (or any relative thereof), on the other hand, that would be required to be disclosed by the Company under Item 404 under Regulation S-K under the Securities Act and that have not been so disclosed in the Company SEC Documents, other than Ordinary Course of Business employment agreements and similar employee and indemnification arrangements otherwise set forth on the Company Disclosure Schedules.

Section 3.27 Finders or Brokers. The Company has not employed any broker or finder or incurred any liability for any brokerage fees, commissions or finders' fees in connection with the Mergers, except that the Company has engaged BofA Securities, Inc. as the Company's financial advisor, the financial arrangements with which have been disclosed in writing to Parent prior to the date of this Agreement.

Section 3.28 Takeover Laws. Assuming the representations and warranties of Parent and each Merger Sub set forth in Section 4.20 are true and correct, as of the date of this Agreement, the Company Board has approved this Agreement and the transactions contemplated hereby, including the Mergers, and has taken all such other actions necessary or required to render inapplicable to such agreements and transactions the provisions of any potentially applicable takeover laws of any state, including any "fair price," "moratorium," "control share," "interested shareholder" or other form of anti-takeover statute or regulation or any anti-takeover provision in the certificate of incorporation or bylaws of the Company is, and the Company has no rights plan, "poison pill" or similar agreement that is, applicable to this Agreement, the Mergers or the other transactions contemplated hereby. In accordance with Section 13.1-730 of the VSCA, no appraisal or dissenters' rights will be available to the holders of Company Common Stock in connection with the Mergers.

Section 3.29 No Other Representations or Warranties; No Reliance. The Company acknowledges and agrees that, except for the representations and warranties contained in Article 4, none of Parent, either Merger Sub or any other Person acting on behalf of Parent or either Merger Sub has made or makes, and the Company has not relied on, any representation or warranty, whether express or implied, with respect to Parent, either Merger Sub, their respective Subsidiaries or their respective businesses, affairs, assets, liabilities, financial condition, results of operations, future operating or financial results, estimates, projections, forecasts, plans or prospects (including the reasonableness of the assumptions underlying such estimates, projections, forecasts, plans or prospects) or with respect to the accuracy or completeness of any other information provided or made available to the Company or any of its representatives by or on behalf of Parent or either Merger Sub. The Company acknowledges and agrees that none of Parent, either Merger Sub or any other Person acting on behalf of Parent or either Merger Sub has made or makes, and the Company has not relied on, any representation or warranty, whether express or implied, with respect to any projections, forecasts, estimates or budgets made available to the Company or any of its representatives of future revenues, future results of operations (or any component thereof), future cash flows or future financial condition (or any component thereof) of Parent, either Merger Sub, or any of their respective Subsidiaries.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES OF PARENT AND MERGER SUBS

Except as disclosed in the Parent SEC Documents furnished or filed prior to the date of this Agreement (including any documents incorporated by reference therein and excluding any disclosures set forth in any "risk factors" section or in any "forward-looking statements" section to the extent they are forward-looking statements or cautionary, predictive or forward-looking in nature) or in the disclosure schedules delivered by Parent to the Company concurrently with the execution of this Agreement (the "Parent Disclosure Schedules") (it being agreed that disclosure of any item in any section or subsection of the Parent Disclosure Schedules shall be deemed disclosed with respect to any other section or subsection of this Agreement and the Parent Disclosure Schedules to the extent that the relevance thereof is reasonably apparent on its face), Parent and each Merger Sub jointly and severally represent and warrant to the Company as follows:

Section 4.1 Qualification, Organization, Subsidiaries.

(a) Each of Parent and the Merger Subs is a legal entity duly organized, validly existing and in good standing under the Laws of its respective jurisdiction of incorporation, organization or formation, as applicable. Except as would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect, each of Parent's Subsidiaries is a legal entity duly organized, validly existing and (where such concept is recognized) in good standing under the Laws of its respective jurisdiction of incorporation or organization, as applicable. Each of Parent and the Merger Subs and each of their respective Subsidiaries has all requisite corporate or similar power and authority to own, lease and operate its properties and assets and to carry on its business as presently conducted and is qualified to do business and is in good standing as a foreign corporation in

each jurisdiction where the ownership, leasing or operation of its assets or properties or conduct of its business requires such qualification, except, in each case, as would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect. Parent has made available to the Company true, complete and correct copies of Parent and each Merger Sub's Organizational Documents, each as amended prior to the date of this Agreement, and each as made available to the Company is in full force and effect.

(b) All of the outstanding shares of capital stock or voting securities of, or other equity interests in, each of Parent's wholly owned Subsidiaries have been validly issued and are owned by Parent, by another Subsidiary of Parent or by Parent and another Subsidiary of Parent, free and clear of all Liens other than restrictions imposed by applicable securities Laws or the Organizational Documents of any such Subsidiary or any Permitted Liens.

Section 4.2 Capitalization.

(a) The authorized share capital of Parent consists of (i) 1,400,000,000 shares of Parent Common Stock and (ii) 20,000,000 shares of Parent Preferred Stock. As of July 24, 2025, there were (i) 593,039,842 shares of Parent Common Stock issued and outstanding, (ii) 520,131,169 shares of Parent Common Stock held as treasury shares, (iii) no shares of Parent Preferred Stock issued and outstanding, (iv) Parent Options to purchase an aggregate of 2,132,652 shares of Parent Common Stock issued and outstanding, (v) 822,741 shares of Parent Common Stock underlying outstanding Parent Retention Shares, (vi) 87,293 shares of Parent Common Stock underlying outstanding Parent Stock Units, (vii) 310,778 shares of Parent Common Stock underlying outstanding Parent PSUs if performance conditions are satisfied at the target level, (viii) 21,386,614 shares of Parent Common Stock reserved for issuance of new awards under the Parent Share Plans, and (ix) 8,654,762 shares of Parent Common Stock reserved for issuance under the Parent ESPP. All outstanding shares of Parent Common Stock are, and all such shares that may be issued prior to the First Effective Time will be, when issued, duly authorized and validly issued as fully paid and nonassessable, and are not subject to and were not issued in violation of any preemptive or similar right, purchase option, call or right of first refusal or similar right.

(b) Except as set forth in Section 4.2(a) or as required by the terms of the Parent Benefit Plans, as of the date of this Agreement, (i) Parent does not have any shares of its capital stock issued or outstanding, other than shares of Parent Common Stock that have become outstanding after July 24, 2025, which were reserved for issuance as of July 24, 2025 as set forth in Section 4.2(a), and (ii) there are no outstanding subscriptions, options, warrants, calls, convertible securities or other similar rights, agreements or commitments relating to the issuance of capital stock of Parent or any of Parent's Subsidiaries to which Parent or any of Parent's Subsidiaries is a party obligating Parent or any of Parent's Subsidiaries to (A) issue, transfer or sell any shares of capital stock of Parent or any of Parent's Subsidiaries or securities convertible into, exercisable for or exchangeable for such shares, (B) grant, extend or enter into any such subscription, option, warrant, call, convertible securities or other similar right, agreement or arrangement, or (C) redeem or otherwise acquire any such shares of capital stock.

(c) Neither Parent nor any of its Subsidiaries has outstanding bonds, debentures, notes or other similar obligations, the holders of which have the right to vote (or which are convertible into, exercisable for or exchangeable for securities having the right to vote) with the shareholders of Parent on any matter.

(d) There are no voting trusts or other agreements or understandings to which Parent or any of its Subsidiaries is a party with respect to the voting of shares of Parent Common Stock or other capital stock of Parent or any of Parent's Subsidiaries.

Section 4.3 Corporate Authority Relative to This Agreement; Consents and Approvals; No Violation.

(a) Each of Parent and the Merger Subs has all requisite power and authority to enter into this Agreement and, subject to receipt of the Parent Shareholder Approval, to perform its obligations hereunder and to consummate the transactions contemplated hereby. Except for (i) the Parent Shareholder Approval, (ii) the adoption and approval of this Agreement by Parent, as the sole shareholder of the Merger Subs (which such

adoption and approval shall occur immediately following the execution of this Agreement) and (iii) the filing of the First Articles of Merger and the Second Articles of Merger with the SCC, no other proceedings on the part of Parent or either Merger Sub are necessary to authorize the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by Parent and each Merger Sub and, assuming this Agreement constitutes the valid and binding agreement of the Company, this Agreement constitutes the valid and binding agreement of Parent and each Merger Sub, enforceable against each of Parent and each Merger Sub in accordance with its terms, subject to the Enforceability Exceptions.

(b) (i) The Parent Board at a duly called and held meeting has unanimously (A) determined that it is in the best interests of Parent to enter into this Agreement, (B) approved, and declared advisable, the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, including the Mergers, and (C) resolved to recommend that the holders of shares of Parent Common Stock approve the Parent Share Issuance (the "Parent Recommendation") and directed that such matter be submitted for consideration of the shareholders of Parent at the Parent Shareholder Meeting; (ii) the board of directors of Merger Sub 1 has unanimously (A) determined that it is in the best interests of Merger Sub 1 and its sole shareholder, and declared it advisable, to enter into this Agreement, (B) approved the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, including the Mergers, and (C) resolved to recommend that the sole shareholder of Merger Sub 1 adopt this Agreement and directed that such matter be submitted for consideration of the sole shareholder of Merger Sub 1; and (iii) Parent, in its capacity as the sole member of Merger Sub 2, has unanimously (A) determined that it is in the best interests of Merger Sub 2 and its sole member, and declared it advisable, to enter into this Agreement, (B) approved the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, including the Mergers, and (C) adopted this Agreement.

(c) The execution, delivery and performance by Parent and each Merger Sub of this Agreement and the consummation of the Mergers and the other transactions contemplated hereby by Parent and each Merger Sub do not and will not require Parent, either Merger Sub or any of their Subsidiaries to procure, make or provide prior to the Closing Date any consent, approval, authorization or permit of, action by, filing with or notification to any Governmental Entity, other than (i) the filing of the First Articles of Merger and the Second Articles of Merger with the SCC, and the issuance of the First Certificate of Merger and the Second Certificate of Merger by the SCC, (ii) the STB Approval, (iii) authorizations from, or such other actions as are required to be made with or obtained from the FCC, (iv) compliance with any applicable requirements of any applicable Antitrust Laws, (v) the CNA Approval, (vi) compliance with the applicable requirements of the Securities Act and the Exchange Act, including the filing with the SEC of the Registration Statement (including the Proxy Statement/Prospectus), (vii) compliance with the rules and regulations of the NYSE, (viii) compliance with any applicable foreign or state securities or blue sky laws and (ix) the other consents and/or notices set forth on Section 4.3(c) of the Parent Disclosure Schedules (clauses (i) through (ix), collectively, the "Parent Approvals"), and other than any consent, approval, authorization, permit, action, filing or notification the failure of which to make or obtain would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect.

(d) Assuming compliance with the matters referenced in Section 4.3(c) and receipt of the Parent Approvals and the Parent Shareholder Approval, the execution, delivery and performance by Parent and each Merger Sub of this Agreement and the consummation by Parent and each Merger Sub of the Mergers and the other transactions contemplated hereby, do not and will not (i) contravene or conflict with the Organizational Documents of Parent or any of its Subsidiaries, (ii) contravene or conflict with or constitute a violation of any provision of any Law binding on or applicable to Parent or any of its Subsidiaries or any of their respective properties or assets, or (iii) result in any violation of, or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of any obligation or to the loss of a benefit or payment of penalty under or the creation of a Lien on any of the assets of Parent or any of its Subsidiaries pursuant to any Contract, instrument, permit, concession, franchise, right or license binding on Parent or any of its Subsidiaries, other than, in the case of clauses (ii) and (iii), any such contravention, conflict,

violation, default, termination, cancellation, acceleration, right, loss, penalty or Lien that would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect.

Section 4.4 Reports and Financial Statements.

(a) Parent has filed or furnished, on a timely basis, all forms, statements, certifications, documents and reports required to be filed or furnished by it with the SEC pursuant to the Exchange Act or the Securities Act since December 31, 2022 (the forms, statements, certifications, documents and reports so filed or furnished by Parent and those filed or furnished to the SEC subsequent to the date of this Agreement, including any amendments thereto, the "Parent SEC Documents"), each of which, in each case as of its date, or, if amended, as finally amended prior to the date of this Agreement, complied, or if not yet filed or furnished, will comply, in all material respects with the applicable requirements of the Securities Act, the Exchange Act, and the Sarbanes-Oxley Act, as the case may be, and no Parent SEC Document as of its date (or, if amended or superseded by a filing prior to the date of this Agreement, as of the date of such amended or superseding filing) contained, and no Parent SEC Documents filed with or furnished to the SEC subsequent to the date of this Agreement will contain, any untrue statement of a material fact or omitted or will omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

(b) Parent is in compliance in all material respects with the applicable listing and corporate governance rules and regulations of the NYSE. Except as permitted by the Exchange Act, including Sections 13(k)(2) and 13(k)(3) thereunder, or the rules and regulations promulgated by the SEC, since December 31, 2022, neither Parent nor any of its Affiliates has made, arranged or modified (in any material way) any extensions of credit in the form of a personal loan to any executive officer or director of Parent.

(c) The consolidated financial statements (including all related notes and schedules) of Parent included in the Parent SEC Documents (or, if any such Parent SEC Document is amended or superseded by a filing prior to the date of this Agreement, such amended or superseding Parent SEC Document) fairly presented in all material respects the consolidated financial position of Parent and its consolidated Subsidiaries, as at the respective dates thereof, and the consolidated results of their operations and their consolidated cash flows for the respective periods then ended (subject, in the case of the unaudited statements, to normal year-end audit adjustments and to any other adjustments described therein, including the notes thereto) and were prepared in all material respects in conformity with GAAP (except, in the case of the unaudited financial statements, as permitted by the SEC) applied on a consistent basis during the periods involved (except as may be indicated therein or in the notes thereto).

Section 4.5 Internal Controls and Procedures.

(a) Parent has established and maintains disclosure controls and procedures as required by Rule 13a-15 or 15d-15 under the Exchange Act. Such disclosure controls and procedures are effective in providing reasonable assurance that all information required to be disclosed by Parent is recorded and reported on a timely basis to the individuals responsible for the preparation of Parent's filings with the SEC and other public disclosure documents.

(b) Parent maintains a system of internal controls over financial reporting (as defined in Rule 13a-15 or 15d-15 under the Exchange Act) that is effective in providing reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP and includes policies and procedures that (i) pertain to the maintenance of records that in reasonable detail accurately and fairly reflect the transactions and dispositions of the assets of Parent in all material respects, (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with GAAP and to maintain accountability for assets, that access to assets is permitted only in accordance with authorizations of management and directors of Parent and that receipts and expenditures of Parent are being made only in accordance with authorizations of management and directors of Parent, and

(iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of Parent's assets that could have a material effect on its financial statements. The records, systems, controls, data and information of Parent and its Subsidiaries that are used in the systems of disclosure controls and procedures and of financial reporting controls and procedures described above are recorded, stored, maintained and operated under means that are under the exclusive ownership and direct control of Parent or a wholly owned Subsidiary of Parent or its accountants, except as would not reasonably be expected to adversely affect or disrupt, in any material respect, the Company's systems of disclosure controls and procedures and of financial reporting controls and procedures or the reports generated thereby.

(c) Parent's management has completed an assessment of the effectiveness of Parent's internal controls over financial reporting pursuant to Section 404 of the Sarbanes-Oxley Act for the year ended December 31, 2024, and such assessment concluded that such controls were effective. Parent has disclosed, based on its most recent evaluation of its internal controls prior to the date of this Agreement, to Parent's auditors and the audit committee of the Parent Board, (i) any significant deficiencies and material weaknesses in the design or operation of internal controls over financial reporting that are reasonably likely to adversely affect Parent's ability to record, process, summarize and report financial information and (ii) any fraud, whether or not material, that involves management or other employees who have a significant role in internal control over financial reporting. As of the date of its most recent audited financial statements, neither Parent nor its auditors had identified any significant deficiencies or material weaknesses in its internal controls over financial reporting and, as of the date of this Agreement, to the Knowledge of Parent, nothing has come to its attention that has caused it to believe that there are any material weaknesses or significant deficiencies in such internal controls. To the Knowledge of Parent, since December 31, 2022, no material complaints from any source regarding accounting, internal accounting controls or auditing matters, and no concerns from Parent employees regarding questionable accounting or auditing matters, have been received by Parent. To the Knowledge of Parent, since December 31, 2022, no attorney representing Parent or any of its Subsidiaries, whether or not employed by Parent or any of its Subsidiaries, has reported evidence of a violation of securities Laws, breach of fiduciary duty or similar violation by Parent or any of its officers, directors, employees or agents to Parent's chief legal officer, audit committee (or other committee designated for the purpose) of the Parent Board pursuant to the rules adopted pursuant to Section 307 of the Sarbanes-Oxley Act or any Parent policy contemplating such reporting, including in instances not required by those rules.

Section 4.6 No Undisclosed Liabilities. Except (a) as disclosed, reflected or reserved against in the audited consolidated balance sheet of Parent and its Subsidiaries as of December 31, 2024, and the footnotes to such consolidated balance sheet, in each case set forth in Parent's report on Form 10-K for the fiscal year ended December 31, 2024, (b) as expressly permitted or contemplated by this Agreement, (c) for liabilities or obligations that have been discharged or paid in full, (d) for liabilities arising in connection with obligations under any existing Contract (except to the extent such liabilities arose or resulted from a breach or a default of or under such Contract), (e) for liabilities and obligations incurred in the Ordinary Course of Business since December 31, 2024 (the "Parent Balance Sheet Date"), or (f) as would not have, individually or in the aggregate, a Parent Material Adverse Effect, neither Parent nor any Subsidiary of Parent has any liabilities or obligations, whether or not accrued, contingent or otherwise.

Section 4.7 Compliance with Law; Permits.

(a) Parent and its Subsidiaries have been, since December 31, 2022, in compliance with and not in default under or in violation of any Law applicable to Parent and its Subsidiaries, except where such non-compliance, default or violation would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect.

(b) Parent and its Subsidiaries are in possession of all Permits necessary for Parent and Parent's Subsidiaries to own, lease and operate their properties and assets or to carry on their businesses as they are now being conducted (such Permits, the "Parent Permits"), except where the failure to have any of the Parent Permits

would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect. All Parent Permits are in full force and effect and are not subject to any administrative or judicial proceeding that would reasonably be expected to result in modification, termination or revocation thereof, and Parent and each of its Subsidiaries is in compliance with the terms and requirements of such Parent Permit, except where the failure to be in full force and effect or in compliance or where such proceeding would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect.

(c) Neither Parent nor any of its Subsidiaries has received any written notice that Parent or its Subsidiaries is in violation of any Law applicable to Parent or any of its Subsidiaries or any Permit, except for such violations that would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect. There are no Actions pending, threatened in writing or, to the Knowledge of Parent, otherwise threatened, that would reasonably be expected to result in the revocation, withdrawal, suspension, non-renewal, termination, revocation, or adverse modification or limitation of any such Permit, except as would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect.

Section 4.8 Environmental Laws and Regulations. Except as would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect: (i) Parent and its Subsidiaries are and, except for matters which have been resolved, have been in compliance with all applicable Environmental Laws; (ii) neither Parent nor any of its Subsidiaries has received any written notices, demand letters or written requests for information from any Governmental Entity alleging that Parent or any of its Subsidiaries is in violation of or has liability under any Environmental Law and there are no legal, administrative, arbitral or other proceedings, claims or actions pending, or to the Knowledge of Parent threatened, against Parent or any of its Subsidiaries alleging any violation of or liability relating to any Environmental Law, in each case other than with respect to matters that have been resolved; (iii) there has been no treatment, storage or release of any Hazardous Substance in violation of or as could reasonably be expected to result in liability under any applicable Environmental Law; and (iv) neither Parent nor any Subsidiary is subject to any agreement, order, judgment, or decree by or with any Governmental Entity or other third party imposing any liability or obligation relating to any Environmental Law.

Section 4.9 Employee Benefit Plans.

(a) Parent has made available to the Company, with respect to each material Parent Benefit Plan, each writing constituting a part of such Parent Benefit Plan, including all amendments thereto.

(b) Except as would not have, individually or in the aggregate, a Parent Material Adverse Effect: (i) each Parent Benefit Plan (including any related trusts) has been maintained and administered in compliance with its terms and with applicable Law, including ERISA and the Code to the extent applicable thereto; (ii) each Parent Benefit Plan intended to be "qualified" within the meaning of Section 401(a) of the Code has received a favorable determination letter from the Internal Revenue Service or is entitled to rely on a favorable opinion issued by the Internal Revenue Service; (iii) no employee benefit plan of Parent or its Subsidiaries is a Multiemployer Plan or a plan subject to Title IV of ERISA that has two (2) or more contributing sponsors, at least two (2) of whom are not under common control; (iv) all contributions or other amounts payable by Parent or any of its Subsidiaries with respect to each Parent Benefit Plan in respect of current or prior plan years have been paid or accrued in accordance with GAAP; and (v) there are no pending, threatened or, to the Knowledge of Parent, anticipated claims (other than claims for benefits in accordance with the terms of the Parent Benefit Plans) by, on behalf of or against any of the Parent Benefit Plans or any trusts related thereto.

(c) With respect to any Multiemployer Plan contributed to by Parent or any ERISA Affiliate, neither Parent nor any ERISA Affiliate has incurred any withdrawal liability under Title IV of ERISA which remains unsatisfied as to an amount that would reasonably be expected to result in, individually or in the aggregate, material liability to Parent and its Subsidiaries, taken as a whole.

(d) Except as provided in this Agreement or required by applicable Law, the consummation of the transactions contemplated by this Agreement will not, either alone or in combination with another event,

(i) entitle any current or former employee, director or other individual service provider of Parent or any of its Subsidiaries to severance pay, or any other payment from Parent or its Subsidiaries, (ii) accelerate the time of payment or vesting, or increase the amount of, compensation due to any such employee, director or other individual service provider, (iii) directly or indirectly cause Parent or its Subsidiaries to transfer or set aside any assets to fund any payments or benefits under any Parent Benefit Plan or (iv) limit or restrict the right to merge, materially amend, terminate or transfer the assets of any Parent Benefit Plan on or following the First Effective Time.

(e) The execution and delivery of this Agreement, shareholder or other approval of this Agreement or the consummation of the transactions contemplated by this Agreement would not, either alone or in combination with another event, result in the payment of any "excess parachute payment" as defined Section 280G(b)(1) of the Code.

(f) Parent is not a party to nor does it have any obligation under any Parent Benefit Plan to compensate, indemnify or reimburse any person for excise Taxes payable pursuant to Section 4999 of the Code or for additional Taxes payable pursuant to Section 409A of the Code.

Section 4.10 Labor Matters.

(a) Parent and its Subsidiaries are in compliance with their obligations pursuant to all notification and bargaining obligations arising under any Parent Labor Agreements, except as would not have, individually or in the aggregate, a Parent Material Adverse Effect.

(b) Except as would not reasonably be expected to result in, individually or in the aggregate, material liability to Parent and its Subsidiaries, taken as a whole, as of the date of this Agreement, (i) there are no strikes or lockouts with respect to any employees of Parent or any of its Subsidiaries; (ii) to the Knowledge of Parent, there is no union organizing effort pending or threatened against Parent or any of its Subsidiaries; (iii) there is no labor dispute or labor arbitration proceeding pending or, to the Knowledge of Parent, threatened against Parent or any of its Subsidiaries (other than, in each case, routine grievances, including those brought by unions or other collectively represented employees, to be heard by the applicable Governmental Entity); and (iv) there is no slowdown, or work stoppage in effect or, to the Knowledge of Parent, threatened with respect to employees of Parent or any of its Subsidiaries.

(c) Except as would not have, individually or in the aggregate, a Parent Material Adverse Effect, since December 31, 2022, Parent and its Subsidiaries have complied with all applicable Laws with respect to employment and employment practices (including all applicable Laws, rules and regulations regarding wage and hour requirements, employee and worker classification, immigration status, discrimination in employment, harassment, employee health and safety, and collective bargaining).

(d) The consent or consultation of, or the rendering of formal advice by, any labor or trade union, works council or similar organization is not required for Parent to enter into this Agreement or to consummate any of the transactions contemplated hereby other than any consent, consultation or formal advice, the failure of which to obtain or, in the case of consultation, engage in, would not delay or prevent the consummation of the transactions contemplated by this Agreement or otherwise reasonably be expected to result in, individually or in the aggregate, material liability to Parent and its Subsidiaries, taken as a whole as of the date of this Agreement.

Section 4.11 Absence of Certain Changes or Events.

(a) Since the Parent Balance Sheet Date through the date of this Agreement, there has not been any event, change, occurrence or development that has had or would reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect.

(b) From the Parent Balance Sheet Date through the date of this Agreement, Parent and its Subsidiaries have conducted their respective businesses in all material respects in the Ordinary Course of Business.

Section 4.12 Investigations; Litigation. Except as would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect, as of the date of this Agreement, (a) to the Knowledge of Parent, there is no investigation or review pending or threatened by any Governmental Entity with respect to Parent or any of its Subsidiaries; and (b) there are no Actions pending (or, to the Knowledge of Parent, threatened) against or affecting Parent or any of Parent's Subsidiaries or any of their respective assets or properties at law or in equity before, and there are no Orders of any Governmental Entity against or affecting Parent or any of Parent's Subsidiaries or any of their respective assets or properties.

Section 4.13 Parent Information. The information supplied or to be supplied by Parent for inclusion in the (i) Proxy Statement/Prospectus or (ii) the Registration Statement will not, (x) at the time the Proxy Statement/Prospectus is first mailed to each of the Company's shareholders and Parent's shareholders, (y) at the time of each of the Company Shareholder Meeting and the Parent Shareholder Meeting (or, in each case, any adjournment or postponement thereof), or (z) at the time the Registration Statement (and any amendment or supplement thereto) is filed with the SEC or declared effective, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading; provided that no representation or warranty is made by Parent with respect to statements made therein based on information supplied by the Company for inclusion or incorporation by reference therein.

Section 4.14 Tax Matters.

(a) Except as would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect:

(i) Parent and each of its Subsidiaries have timely filed all Tax Returns required to be filed (taking into account any extensions of time within which to file such Tax Returns), and all such filed Tax Returns were complete and correct, and Parent and each of its Subsidiaries have paid all Taxes, whether or not shown to be due on such Tax Returns, or have established an adequate reserve therefor in accordance with GAAP;

(ii) there are no current audits, examinations or other proceedings pending, or to Parent's Knowledge, threatened in respect of any Taxes of Parent or any of its Subsidiaries;

(iii) none of Parent or any of its Subsidiaries has granted any extension or waiver of the limitation period applicable to the assessment or collection of any Tax;

(iv) there are no Liens for Taxes upon any property or assets of Parent or any of its Subsidiaries, except for Permitted Liens;

(v) none of Parent or any of its Subsidiaries (i) is or has been a member of an affiliated, consolidated, combined, unitary or similar group for purposes of filing Tax Returns or paying Taxes (other than a group the common parent of which is or was Parent or any of its Subsidiaries), (ii) is party to any Tax sharing, Tax allocation or Tax indemnity agreement or similar contract or arrangement, in each case with any third party (other than customary Tax indemnification provisions in commercial agreements or arrangements, in each case not primarily relating to Taxes, or any agreement solely between or among Parent or any of its Subsidiaries) or (iii) has any liability for Taxes of any Person (other than Parent or any of its Subsidiaries) arising from the application of Treasury Regulations Section 1.1502-6 or any analogous provision of applicable state, local or foreign Law or as a transferee or successor;

(vi) none of Parent or any of its Subsidiaries has participated in any "listed transaction" within the meaning of Section 6011 of the Code and the regulations thereunder; and

(vii) in the last three (3) years, none of Parent or any of its Subsidiaries has distributed stock of another Person or has had its stock distributed by another Person in a transaction that was purported or intended to be governed in whole or in part by Section 355 of the Code.

(b) As of the date hereof, none of Parent or any of its Subsidiaries has taken or agreed to take any action or knows of the existence of any fact or circumstance that could reasonably be expected to prevent or impede the Mergers, taken together, from qualifying as a "reorganization" within the meaning of Section 368(a) of the Code.

Section 4.15 Opinion of Financial Advisor. The Parent Board has received the opinion of each of Morgan Stanley & Co. LLC and Wells Fargo Securities, LLC to the effect that, as of the date of such opinion and based upon and subject to the assumptions, limitations, qualifications and other matters set forth therein, the Merger Consideration to be paid to the holders of Company Common Stock in the First Merger pursuant to this Agreement is fair, from a financial point of view, to Parent.

Section 4.16 Financing.

(a) Parent will have available to it at the Closing cash in an amount sufficient for the satisfaction of all of Parent's obligations under this Agreement, including the payment of the Cash Consideration and any fees and expenses of or payable by Parent or Merger Subs or Parent's other Affiliates on the Closing Date, and for any repayment or refinancing on the Closing Date of any outstanding indebtedness of the Company and/or its Subsidiaries contemplated by, or undertaken in connection with the transactions described in, this Agreement (such amounts, collectively, the "Financing Amounts").

(b) Parent and Merger Subs expressly acknowledge and agree that their obligations under this Agreement to consummate the Mergers or any of the other transactions contemplated by this Agreement, are not subject to, or conditioned on, the receipt or availability of any funds or the Debt Financing.

Section 4.17 Capitalization of Merger Subs. The authorized capital stock of Merger Sub 1 consists of 1,000 shares of common stock, no par value, all of which are validly issued and outstanding. All of the issued and outstanding equity interests of Merger Sub 2 is as of the date of this Agreement, and at all times through the Second Effective Time will be, owned directly by Parent; and all of the issued and outstanding capital stock of Merger Sub 1 is as of the date of this Agreement, and at all times until immediately prior to the First Effective Time will be, owned directly by Parent. There is no outstanding option, warrant, right or any other agreement pursuant to which any Person other than Parent may acquire any equity securities of either Merger Sub. Neither Merger Sub has conducted any business prior to the date of this Agreement, and prior to the First Effective Time (in the case of Merger Sub 1) or the Second Effective Time (in the case of Merger Sub 2) will have, any assets, liabilities or obligations of any nature other than those incident to its formation and pursuant to this Agreement and the Mergers and the other transactions contemplated by this Agreement.

Section 4.18 Required Vote of Parent Shareholders. The affirmative vote of a majority of the votes cast by the holders of outstanding shares of Parent Common Stock represented in person or by proxy and entitled to vote on such matter in favor of the approval of the Parent Share Issuance at the Parent Shareholder Meeting, or any adjournment or postponement thereof, in accordance with the rules and policies of the NYSE (the "Parent Shareholder Approval") is the only vote of holders of securities of Parent that is required to approve this Agreement and the transactions contemplated hereby, including the Mergers.

Section 4.19 Finders or Brokers. Parent has not employed any broker or finder or incurred any liability for any brokerage fees, commissions or finders' fees in connection with the Mergers, except that Parent has engaged Morgan Stanley & Co. LLC and Wells Fargo Securities, LLC as its financial advisors.

Section 4.20 Ownership of Common Stock. None of Parent, either Merger Sub or any of their respective Subsidiaries or Affiliates beneficially owns, directly or indirectly (including pursuant to a derivatives contract), any shares of Company Common Stock or other securities convertible into, exchangeable for or exercisable for shares of Company Common Stock or any securities of any Subsidiary of the Company, and none of Parent, either Merger Sub or any of their respective Subsidiaries or Affiliates has any rights to acquire, directly or indirectly, any shares of Company Common Stock, except pursuant to this Agreement.

Section 4.21 No Other Representations or Warranties; No Reliance. Each of Parent and the Merger Subs acknowledges and agrees that, except for the representations and warranties contained in Article 3, none of the Company or any other Person acting on behalf of the Company has made or makes, and neither Parent nor either Merger Sub has relied on, any representation or warranty, whether express or implied, with respect to the Company, its Subsidiaries or their respective businesses, affairs, assets, liabilities, financial condition, results of operations, future operating or financial results, estimates, projections, forecasts, plans or prospects (including the reasonableness of the assumptions underlying such estimates, projections, forecasts, plans or prospects) or with respect to the accuracy or completeness of any other information provided or made available to Parent, either Merger Sub or any of their respective representatives by or on behalf of the Company. Each of Parent and the Merger Subs acknowledges and agrees that neither the Company nor any other Person acting on behalf of the Company has made or makes, and neither Parent nor either Merger Sub has relied on, any representation or warranty, whether express or implied, with respect to any projections, forecasts, estimates or budgets made available to Parent, either Merger Sub or any of their respective representatives of future revenues, future results of operations (or any component thereof), future cash flows or future financial condition (or any component thereof) of the Company or any of its Subsidiaries. Each of Parent and the Merger Subs acknowledges and agrees that neither the Company nor any other Person acting on behalf of the Company has made or makes, and neither Parent nor either Merger Sub has relied on, any representation or warranty, whether express or implied, with respect to the Company.

ARTICLE 5

COVENANTS AND AGREEMENTS

Section 5.1 Conduct of Business by the Company.

(a) From and after the date of this Agreement and prior to earlier of the First Effective Time and the date, if any, on which this Agreement is earlier terminated pursuant to Section 7.1 (the "Termination Date"), except (i) as may be required by applicable Law, (ii) as may be agreed in writing by Parent (which consent shall not be unreasonably withheld, delayed or conditioned), (iii) as may be expressly permitted or required by this Agreement, (iv) if, within the first seventy-two (72) hours immediately following the occurrence of an Emergency, and following consultation with Parent (if practicable under the circumstances), (A) action is taken (or omitted), in each case, in a reasonably prudent manner, in response to such an Emergency (provided that the Company shall have reasonably consulted with Parent throughout such period), and (B) such action (or omission to act) is not reasonably expected to result in or give rise to costs, expenses, fines, losses, damages or liabilities (collectively, "Losses") in an amount equal to or greater than as set forth on Section 5.1(a) of the Company Disclosure Schedules (the "Emergency Expense Threshold"), or (v) as set forth in Section 5.1(a) of the Company Disclosure Schedules, the Company shall, and shall cause its Subsidiaries to, use its reasonable best efforts to conduct its business in the Ordinary Course of Business, and use its commercially reasonable efforts to preserve intact its business organization and maintain existing relationships and goodwill with Governmental Entities, customers, suppliers, licensors, licensees, creditors, lessors, distributors, employees, contractors and business associates; provided, that no action by the Company or its Subsidiaries with respect to matters specifically addressed by any provision of Section 5.1(b) shall be deemed a breach of this sentence unless such action would constitute a breach of such other provision; provided further that, with respect to foregoing clause (iv), any such action or omission to act that is reasonably expected to result in or give rise to Losses equal to or in excess of the Emergency Expense Threshold shall require the prior written consent by Parent in accordance with this Section 5.1 unless such action or omission is otherwise permitted under this Section 5.1.

(b) Without limiting the generality of, and in furtherance of, the foregoing, from and after the date of this Agreement and prior to the earlier of the First Effective Time and the Termination Date, except (1) as may be required by applicable Law, (2) as may be agreed in writing by Parent (which consent shall not be unreasonably withheld, delayed or conditioned), (3) as may be expressly permitted or required by this

Agreement, (4) if, within the first seventy-two (72) hours immediately following the occurrence of an Emergency, and following consultation with Parent (if practicable under the circumstances), (A) action is taken (or omitted), in each case, in a reasonably prudent manner, in response to such an Emergency (provided that the Company shall have reasonably consulted with Parent throughout such period), and (B) such action (or omission to act) is not reasonably expected to result in or give rise to Losses in an amount equal to or greater than the Emergency Expense Threshold; provided that, with respect to foregoing clause (4), any such action or omission to act that is reasonably expected to result in or give rise to Losses equal to or greater than the Emergency Expense Threshold shall require the prior written consent by Parent in accordance with this Section 5.1 unless such action or omission is otherwise permitted under this Section 5.1; or (5) as set forth in Section 5.1(b) of the Company Disclosure Schedules, the Company:

(i) shall not, and shall not permit any of its Subsidiaries that is not wholly owned to, authorize or pay any dividends on or make any distribution with respect to its outstanding shares of capital stock (whether in cash, assets, stock or other securities of the Company or its Subsidiaries), except (A) quarterly cash dividends paid by the Company on the outstanding shares of Company Common Stock and outstanding Company Equity Awards in the Ordinary Course of Business, in each case subject to the limitations set forth on Section 5.1(b)(i) of the Company Disclosure Schedules, appropriately adjusted to reflect any stock dividends, subdivisions, splits, combinations or other similar events relating to the shares of Company Common Stock, (B) dividends and distributions paid by Subsidiaries of the Company to the Company, or to any of the Company's other wholly owned Subsidiaries and (C) dividends or distributions required by the Organizational Documents of any Subsidiary or joint venture of the Company;

(ii) shall not, and shall not permit any of its Subsidiaries to, split, combine or reclassify any of its capital stock or issue or authorize or propose the issuance of any other securities in respect of, in lieu of or in substitution for shares of its capital stock, except (a) as may be permitted by Section 5.1(b)(vii) or (b) for any such transaction by a wholly owned Subsidiary of the Company that remains a wholly owned Subsidiary after consummation of such transaction;

(iii) shall not, and shall not permit any of its Subsidiaries to (A) hire any employee at the level of vice president or above or engage any independent contractor (who is a natural person) with a total annual compensation of more than $500,000 or (B) terminate the employment of any employee of the Company or any of its Subsidiaries at the level of vice president or above (other than for cause);

(iv) except as required pursuant to the terms of any Company Benefit Plan as in effect as of the date of this Agreement or as required pursuant to any Company Labor Agreement, shall not, and shall not permit any of its Subsidiaries to (A) grant (or promise to grant) any transaction, change in control or retention bonuses or any right to receive any transaction, change in control, retention or severance or similar compensation or benefits or increases therein, (B) grant any Company Equity Awards or other equity or long-term incentive compensation awards, (C) increase the compensation or other benefits payable or provided to any current or former director, employee or other individual service provider, (D) establish, adopt, enter into, amend or terminate any Company Benefit Plan, (E) accelerate the vesting or payment of any compensation or benefits of any current or former officer, director, employee or other individual service provider or (F) provide any funding for any rabbi trust or similar arrangement, or take any other action to fund or secure the payment of any compensation or benefit;

(v) shall not, and shall not permit any of its Subsidiaries to, materially change financial accounting policies or procedures or any of its methods of reporting income, deductions or other material items for financial accounting purposes, except as required by GAAP or applicable Law;

(vi) shall not adopt any amendments to the Organizational Documents of the Company or any of its Significant Subsidiaries (other than amendments solely to effect ministerial changes to such documents);

(vii) except for transactions among the Company and its wholly owned Subsidiaries or among the Company's wholly owned Subsidiaries, shall not, and shall not permit any of its Subsidiaries to, issue, sell, pledge, dispose of or encumber, or authorize the issuance, sale, pledge, disposition or encumbrance of, any

shares of its capital stock or other ownership interests in any Subsidiaries of the Company or any securities convertible into, exercisable for or exchangeable for any such shares or ownership interests or take any action to cause to be vested any otherwise unvested Company Equity Award (except as otherwise provided by the terms of this Agreement or the express terms of any such Company Equity Award), other than (A) issuances of shares of Company Common Stock in respect of any exercise of or settlement of Company Equity Awards outstanding on the date of this Agreement or as may be granted after the date of this Agreement as permitted under this Section 5.1(b), or (B) pursuant to existing agreements in effect prior to the execution of this Agreement (or refinancings thereof permitted pursuant to Section 5.1(b)(ix)(D));

(viii) except for transactions among the Company and its Subsidiaries or among the Company's wholly owned Subsidiaries, shall not, and shall not permit any of its Subsidiaries to, purchase, redeem or otherwise acquire any shares of its capital stock or any rights, warrants or options to acquire any such shares, other than the acquisition of shares of Company Common Stock from a holder of Company Equity Awards in satisfaction of withholding obligations or in payment of the exercise price;

(ix) shall not, and shall not permit any of its Subsidiaries to, incur, assume, or guarantee, any indebtedness for borrowed money, except for (A) any borrowings in the Ordinary Course of Business that do not exceed $100 million, (B) any indebtedness among the Company and its wholly owned Subsidiaries or among the Company's wholly owned Subsidiaries, (C) any indebtedness incurred to replace, renew, extend, refinance or refund any existing indebtedness of the Company or its Subsidiaries (including indebtedness incurred to repay or refinance related fees, expenses, premiums and accrued interest), in each case, without increases to the outstanding principal amount of the initial indebtedness (other than as a result of the reasonable costs and expenses in connection with such replacement, renewal, extension, refinancing or refunding), (D) guarantees or credit support provided by the Company or any of its Subsidiaries for indebtedness of the Company or any of its wholly owned Subsidiaries to the extent such indebtedness, is (1) in existence on the date of this Agreement or (2) incurred in compliance with this Section 5.1(b)(ix) and, (E) indebtedness incurred pursuant to the Company Existing Indebtedness (or any replacements, renewals, extensions, or refinancings thereof; provided that such replacement, renewal, extension or refinancing does not increase the initial principal amount of such indebtedness, other than as a result of the reasonable costs and expenses in connection with such replacement, renewal, extension or refinancing);

(x) shall not, and shall not permit any of its Subsidiaries to make any loans, advances, guarantees or capital contributions to or investments in any Person (other than between the Company or any of its wholly owned Subsidiaries, on the one hand, and any of the Company's wholly owned Subsidiaries, on the other hand) outside the Ordinary Course of Business in excess of $25 million individually or $50 million in the aggregate in any calendar year, except in each case as required under the Organizational Documents of any Subsidiary or joint venture;

(xi) shall not, and shall not permit any of its Subsidiaries to, sell, lease, license, transfer, exchange or swap, or subject to any Lien (other than Permitted Liens), or otherwise dispose of, any material portion of its businesses, properties or assets, including the capital stock of its Subsidiaries but excluding Intellectual Property, other than in the Ordinary Course of Business and except (A) pursuant to existing agreements in effect prior to the execution of this Agreement (or refinancings thereof permitted pursuant to Section 5.1(b)(ix)(B)), (B) transactions among the Company and its Subsidiaries or among the Company's Subsidiaries, or (C) for consideration not in excess of $50 million individually or $100 million in the aggregate in any calendar year;

(xii) shall not, and shall not permit any of its Subsidiaries to, in each case, outside of the Ordinary Course of Business, (A) amend or modify in any material respect, or terminate (where the determination is unilateral by the Company or its Subsidiary) any Company Material Contract (other than (x) amendments or modifications that are not adverse to the Company and its Subsidiaries in any material respect, (y) terminations upon the expiration of the term thereof in accordance with the terms thereof or (z) in connection with actions expressly permitted under Section 5.1(b)(ix) or Section 5.1(b) of the Company Disclosure Schedules) or waive, release or assign any material rights, claims or benefits under any Company

Material Contract, (B) enter into any Contract that would have been a Company Material Contract had it been entered into prior to the date of this Agreement, or renew or extend any Company Material Contract (other than in connection with actions expressly permitted under Section 5.1(b)(ix) or Section 5.1(b) of the Company Disclosure Schedules) (provided, for purposes of this Section 5.1(b), the definition of "Company Material Contract" shall be modified such that clause (xi) thereof only refers to any such Contract with a Company Top Customer or Company Top Supplier which Contract is material;

(xiii) shall not, and shall not permit any of its Subsidiaries to, acquire assets outside the Ordinary Course of Business (other than pursuant to any capital expenditures permitted by Section 5.1(b)(xv)) from any other Person with a fair market value or purchase price in excess of $50 million individually or $100 million in the aggregate (in any calendar year) in any transaction or series of related transactions, in each case, including any amounts or value reasonably expected to be paid in connection with a future earn-out, purchase price adjustment, release of "holdback" or similar contingent payment obligation, other than acquisitions of inventory or other goods in the Ordinary Course of Business;

(xiv) shall not, and shall not permit any of its Subsidiaries to, voluntarily settle, pay, discharge or satisfy any Action, or enter into any consent decree: (A) other than any Action that involves the payment of an amount not in excess of $25 million, individually, or $40 million in the aggregate arising from a single or series of related Actions, over the amount reflected or reserved against in the balance sheet (or the notes thereto) included in the Company SEC Documents relating to such Action or series of related Actions, or (B) that would result in (x) the imposition of any Order that would restrict the future activity or conduct of the Company or any of its Subsidiaries (excluding, for the avoidance of doubt, releases of claims, confidentiality and other immaterial obligations customarily included in monetary settlements) or (y) a finding or admission of a violation of Law;

(xv) shall (A) not, and shall not permit any of its Subsidiaries to, make or authorize any capital expenditures other than in the Ordinary Course of Business and in the aggregate not in excess of 10% of the amounts reflected in the Company's capital expenditure budget set forth on Section 5.1(b)(xv) of the Company Disclosure Schedules and (B) and shall cause its Subsidiaries to, use reasonable best efforts to make the capital expenditures as set forth on Section 5.1(b)(xv) of the Company Disclosure Schedules;

(xvi) shall not, and shall not permit any of its Subsidiaries to terminate or intentionally permit any material Company Permit to lapse, other than in accordance with the terms and regular expiration thereof, or fail to apply on a timely basis for any renewal of any renewable material Company Permit (excluding, in each case, any Company Permit that the Company, in its reasonable judgment, no longer believes to be material or necessary to the conduct of its businesses);

(xvii) shall not, and shall not permit any of its Subsidiaries to, adopt or enter into a plan of complete or partial liquidation, dissolution, restructuring, recapitalization or other reorganization of the Company or any of its Subsidiaries;

(xviii) shall not, and shall not permit any of its Subsidiaries to, enter into any material new line of business that is not either reasonably related to the existing business lines of the Company and its Subsidiaries or consistent with business lines into which similarly situated railroad companies have entered;

(xix) shall not (A) make (other than in the Ordinary Course of Business), change or revoke any material Tax election, (B) change any material method of Tax accounting or Tax accounting period, (C) file any materially amended material Tax Return, (D) settle or compromise any material Tax proceeding for an amount materially in excess of the amount reflected or reserved against in the balance sheet (or the notes thereto) included in the Company SEC Documents relating thereto or enter into any closing agreement within the meaning of Section 7121 of the Code (or any similar provision of state, local or non-U.S. Law) relating to any material Tax, (E) surrender any right to claim a material Tax refund or (F) agree to an extension or waiver of the statute of limitations with respect to the assessment of any material Tax without notifying Parent in writing reasonably promptly after entering into any such agreement;

(xx) shall not, and shall not permit any of its Subsidiaries to terminate or fail to exercise renewal rights with respect to any insurance policies of the Company and its Subsidiaries in a manner that would (after taking into account any replacement insurance policies) materially and adversely affect the overall insurance coverage of the Company and its Subsidiaries, taken as a whole;

(xxi) shall not, and shall not permit any of its Subsidiaries to sell, assign, transfer, license, mortgage, pledge, divest, or grant any Lien on any Company Intellectual Property material to the business of the Company and its Subsidiaries, taken as a whole, except for (A) non-exclusive licenses of Company Intellectual Property granted in the Ordinary Course of Business or that otherwise do not materially affect the operation of the Company's and its Subsidiaries' businesses and (B) Permitted Liens;

(xxii) shall not, and shall not permit any of its Subsidiaries to abandon or otherwise allow to lapse or expire any Registered Company Intellectual Property material to the business of the Company and its Subsidiaries, taken as a whole, other than lapses or expirations of any Registered Company Intellectual Property that is at the end of its maximum statutory term (with permitted renewals); and

(xxiii) shall not, and shall not permit any of its Subsidiaries to, agree, in writing or otherwise, to take any of the foregoing actions.

(c) Nothing contained in this Agreement shall give Parent or either Merger Sub, directly or indirectly, the right to control or direct the Company's or its Subsidiaries' operations prior to the First Effective Time. Prior to the First Effective Time, the Company shall exercise, consistent with the terms and conditions of this Agreement and subject to applicable Law, complete control and supervision over its and its Subsidiaries' operations.

Section 5.2 Conduct of Business by Parent.

(a) From and after the date of this Agreement and prior to the earlier of the First Effective Time and the Termination Date, except (i) as may be required by applicable Law, (ii) as may be agreed in writing by the Company (which consent shall not be unreasonably withheld, delayed or conditioned), (iii) as may be expressly permitted or required by this Agreement, (iv) to the extent action is reasonably taken (or reasonably omitted) in response to an Emergency, or (v) as set forth in Section 5.2(a) of the Parent Disclosure Schedules, Parent shall, and shall cause its Subsidiaries to, use its reasonable best efforts to conduct its business in the Ordinary Course of Business, and use its commercially reasonable efforts to preserve intact its business organization and maintain existing relationships and goodwill with Governmental Entities, customers, suppliers, licensors, licensees, creditors, lessors, distributors, employees, contractors and business associates; provided, that no action by Parent or its Subsidiaries with respect to matters specifically addressed by any provision of Section 5.2(b) shall be deemed a breach of this sentence unless such action would constitute a breach of such other provision.

(b) Without limiting the generality of, and in furtherance of, the foregoing, from and after the date of this Agreement and prior to the earlier of the First Effective Time and the Termination Date, except (1) as may be required by applicable Law, (2) as may be agreed in writing by the Company (which consent shall not be unreasonably withheld, delayed or conditioned), (3) as may be expressly permitted or required by this Agreement, (4) to the extent action is reasonably taken (or reasonably omitted) in response to an Emergency, or (5) as set forth in Section 5.2(b) of the Parent Disclosure Schedules, Parent:

(i) shall not, and shall not permit any of its Subsidiaries that is not wholly owned to, authorize or pay any dividends on or make any distribution with respect to its outstanding shares of capital stock (whether in cash, assets, stock or other securities of Parent or its Subsidiaries), except (A) quarterly cash dividends paid by Parent on the Parent Common Stock consistent with past practice, appropriately adjusted to reflect any stock dividends, subdivisions, splits, combinations or other similar events relating to the Parent Common Stock, (B) dividends and distributions paid by Subsidiaries of Parent to Parent or to any of Parent's other wholly owned Subsidiaries, and (C) dividends or distributions required by the Organizational Documents of any Subsidiary or joint venture of Parent;

(ii) shall not, and shall not permit any of its Subsidiaries to, split, combine or reclassify any of its capital stock or issue or authorize or propose the issuance of any other securities in respect of, in lieu of or in substitution for shares of its capital stock, except for any such transaction by a wholly owned Subsidiary of Parent that remains a wholly owned Subsidiary after consummation of such transaction;

(iii) shall not adopt any amendments to the Organizational Documents of Parent, other than amendments solely to effect ministerial changes to such documents;

(iv) except for transactions among Parent and its wholly owned Subsidiaries or among Parent's wholly owned Subsidiaries, shall not, and shall not permit any of its Subsidiaries to, issue, sell, pledge, dispose of or encumber, or authorize the issuance, sale, pledge, disposition or encumbrance of, any shares of its capital stock or other ownership interests in any Subsidiaries of Parent or any securities convertible into, exercisable for or exchangeable for any such shares or ownership interests or take any action to cause to be vested any otherwise unvested Parent Equity Award (except as otherwise provided by the terms of this Agreement or the express terms of any such Parent Equity Award), other than (A) issuances of shares of Parent Common Stock (x) in respect of any exercise of or settlement of Parent Equity Awards outstanding on the date of this Agreement, or (y) as may be granted after the date of this Agreement in the Ordinary Course of Business, (B) the grant of Parent Equity Awards or other equity compensation awards in the Ordinary Course of Business, (C) any Permitted Liens, (D) pursuant to existing agreements in effect prior to the execution of this Agreement or (E) pursuant to transactions not in excess of $50 million;

(v) shall not, and shall not permit any of its Subsidiaries to, adopt or enter into a plan of complete or partial liquidation, dissolution, merger, consolidation, restructuring, recapitalization or other reorganization of Parent or any of its Subsidiaries, except for any such transactions (A) between or among Parent's wholly owned Subsidiaries or (B) acquisitions not in excess of $50 million; and

(vi) shall not, and shall not permit any of its Subsidiaries to, agree, in writing or otherwise, to take any of the foregoing actions.

(c) Anything to the contrary set forth in this Agreement notwithstanding, between the date of this Agreement and the earlier of the First Effective Time and the Termination Date, Parent shall not, and shall cause its Affiliates not to, directly or indirectly (whether by business combination, merger, consolidation or otherwise), acquire, purchase, lease or license or otherwise enter into a transaction with (or agree or publicly propose to acquire, purchase, lease or license or otherwise enter into a transaction with) any business, corporation, partnership, association or other business organization or division or part thereof, or any securities or collection of assets, or take any other action (or omit to take any other action), if doing so could reasonably be expected to: (i) impose any material delay in the obtaining of, or materially increase the risk of not obtaining, any Consent of any Governmental Entity necessary to consummate the Mergers or any of the other transactions contemplated hereby or the expiration or termination of any applicable waiting period; (ii) materially increase the risk of any Governmental Entity entering an Order prohibiting the consummation of the Mergers or any of the other transactions contemplated hereby; (iii) materially increase the risk of not being able to remove any such Order on appeal or otherwise; or (iv) otherwise prevent or materially delay the consummation of the Mergers or any of the other transactions contemplated hereby (including any Debt Financing necessary in connection therewith).

Section 5.3 Access.

(a) Subject to compliance with applicable Laws, the Company shall and shall cause its Subsidiaries to afford to Parent and to its officers, employees, accountants, consultants, legal counsel, financial advisors and agents and other representatives (collectively, "Representatives") reasonable access, solely to the extent in furtherance of the consummation of the Mergers and the other transactions contemplated hereby or integration planning relating thereto, during normal business hours, on reasonable advance notice, throughout the period prior to the earlier of the First Effective Time and the Termination Date, to the Company's and its Subsidiaries' businesses, properties, personnel, agents, contracts, commitments, books and records, and during such period, the Company and Parent shall, and shall cause their respective Subsidiaries to, (I) in the case of Parent, furnish

promptly to the Company information concerning the Mergers as may be reasonably requested by Company, and (II) in the case of the Company, furnish promptly to Parent all information concerning the Mergers as may reasonably be requested by Parent; provided that no investigation pursuant to this Section 5.3 shall affect or be deemed to modify any representation or warranty made by the Company or Parent.

(b) The foregoing provisions of this Section 5.3 notwithstanding, neither the Company nor Parent shall be required to afford such access or furnish such information if it would unreasonably disrupt the operations of such party or any of its Subsidiaries, would cause a violation of any agreement to which such party or any of its Subsidiaries is a party, would result in a loss of privilege or trade secret protection to such party or any of its Subsidiaries, would result in the disclosure of any information in connection with any litigation or similar dispute between the parties hereto, would constitute a violation of any applicable Law or result in the disclosure of any personal information that would expose the such party to the risk of liability or competitively sensitive information. In the event that Parent or the Company objects to any request submitted pursuant to and in accordance with this Section 5.3 and withholds information on the basis of the foregoing sentence, the Company or Parent, as applicable, shall inform the other party as to the general nature of what is being withheld and the Company and Parent shall use reasonable best efforts to make appropriate substitute arrangements to permit reasonable disclosure that does not suffer from any of the foregoing impediments, including through the use of reasonable best efforts to (i) obtain the required consent or waiver of any third party required to provide such information and (ii) implement appropriate and mutually agreeable measures to permit the disclosure of such information in a manner to remove the basis for the objection, including by arrangement of appropriate clean room procedures (including as set forth in the Clean Team Agreement), if the parties determine that doing so would reasonably permit the disclosure of such information without violating applicable Law or jeopardizing such privilege or otherwise implicate any of the foregoing impediments.

(c) Each of the Company and Parent hereby agrees that all information provided to it or any of its Representatives in connection with this Agreement and the consummation of the transactions contemplated hereby shall be deemed to be "Confidential Information," as such term is used in, and shall be treated in accordance with, the confidentiality agreement, dated as of May 19, 2025, between the Company and Parent (the "Confidentiality Agreement") and, as applicable, the Clean Team Confidentiality Agreement, dated as of July 20, 2025, between the Company and Parent (the "Clean Team Agreement").

Section 5.4 No Solicitation by the Company.

(a) Subject to the provisions of this Section 5.4, from the date of this Agreement until the earlier of the First Effective Time and the Termination Date, the Company agrees that it shall not, and shall cause its Affiliates and its and their respective directors, officers and other Representatives not to, directly or indirectly, (i) solicit, initiate or knowingly encourage or knowingly facilitate any inquiry regarding, or the making or submission of any proposal, offer or indication of intent that constitutes, or would reasonably be expected to lead to, or result in, a Company Alternative Proposal, (ii) engage in, continue or otherwise participate in any discussions or negotiations with any Person regarding a Company Alternative Proposal or any inquiry, proposal or offer that would reasonably be expected to lead to, or result in, a Company Alternative Proposal (except to notify such Person that the provisions of this Section 5.4 prohibit any such discussions or negotiations), (iii) furnish any non-public information relating to the Company or its Subsidiaries in connection with or for the purpose of facilitating a Company Alternative Proposal or any inquiry, proposal, offer or indication of interest that would reasonably be expected to lead to, or result in, a Company Alternative Proposal, (iv) recommend or enter into any other letter of intent, memorandum of understanding, agreement in principle, option agreement, acquisition agreement, merger agreement, joint venture agreement, partnership agreement or other similar agreement with respect to a Company Alternative Proposal (except for confidentiality agreements permitted under Section 5.4(b)), or (v) approve, authorize or agree to do any of the foregoing or otherwise knowingly facilitate any effort or attempt to make a Company Alternative Proposal.

(b) Notwithstanding anything in this Section 5.4 to the contrary, at any time prior to, but not after, obtaining the Company Shareholder Approval, if the Company receives a *bona fide*, unsolicited Company

Alternative Proposal that did not result from the Company's violation of this Section 5.4, the Company and its Representatives may contact the third party making such Company Alternative Proposal solely to clarify the terms and conditions of such Company Alternative Proposal. If based on the information then available and after consultation with outside legal counsel and a financial advisor, the Company Board determines in good faith that (i) such Company Alternative Proposal constitutes a Company Superior Proposal or could reasonably be expected to result in a Company Superior Proposal and (ii) the failure to take such action would be inconsistent with the directors' fiduciary duties under applicable Law, the Company may take the following actions: (A) furnish non-public information to the third party making such Company Alternative Proposal (including its Representatives and prospective equity and debt financing sources) in response to a request therefor, if, and only if, prior to so furnishing such information, such information has previously been, or is substantially concurrently, made available to Parent and the third party has executed a confidentiality agreement with the Company having confidentiality and use provisions that, in each case, are not less restrictive in all material respects to such third party than the provisions in the Confidentiality Agreement are to Parent (it being understood that such confidentiality agreement (x) need not contain a "standstill" or similar obligations to the extent that Parent is, concurrently with the entry by the Company or its Subsidiaries into such confidentiality agreement, released from any "standstill" or similar obligations in the Confidentiality Agreement (provided that with respect to other third parties, from the date of this Agreement until the First Effective Time, the Company shall not terminate, amend, modify or waive any provision of any "standstill" or similar obligation to which the Company or any of its Subsidiaries is a party and shall enforce, to the fullest extent permitted under applicable Law, the provisions of any such agreement, including by seeking injunctions to prevent any breaches of such agreements and to enforce specifically the terms and provisions thereof) and (y) shall not prohibit the Company from complying with this Section 5.4 or contain terms that would restrict in any manner the Company's ability to consummate the Mergers); provided, however, that if the third party making such Company Alternative Proposal is a known competitor of the Company, the Company shall not provide any commercially sensitive non-public information to such third party in connection with any actions permitted by this Section 5.4(b) other than in accordance with customary "clean room" or other similar procedures designed to limit the disclosure of competitively sensitive information, and (B) engage in discussions or negotiations with the third party (including its Representatives) with respect to the Company Alternative Proposal. The Company shall promptly (and in any event within 24 hours) notify Parent in writing if: (i) any inquiries, proposals or offers with respect to a Company Alternative Proposal are received by the Company or any of its Representatives or (ii) any information is requested from the Company or any of its Representatives that, to the Knowledge of the Company, has been or is reasonably likely to have been made in connection with any Company Alternative Proposal, which notice shall identify the material terms and conditions thereof (including the name of the applicable third party and, if applicable, complete copies of any written requests, proposals or offers and any other material documents, including proposed agreements). The Company shall keep Parent reasonably informed on a reasonably current basis of any material developments regarding any Company Alternative Proposals or any material change to the terms of any such Company Alternative Proposal and any material change to the status of any such discussions or negotiations with respect thereto.

(c) Except as set forth in this Section 5.4, the Company Board, including any committee thereof, shall not (i) withdraw, withhold, qualify or modify, or propose publicly to withdraw, withhold, qualify or modify, the Company Recommendation; (ii) fail to include the Company Recommendation in the Proxy Statement/Prospectus that is mailed by the Company to its shareholders of the Company; (iii) if any Company Alternative Proposal that is structured as a tender offer or exchange offer for the outstanding shares of Company Common Stock is commenced pursuant to Rule 14d-2 under the Exchange Act (other than by Parent or an Affiliate of Parent), fail to recommend, within ten (10) Business Days after such commencement, against acceptance of such tender offer or exchange offer by its shareholders; (iv) approve, adopt, recommend or declare advisable any Company Alternative Proposal or publicly propose to approve, adopt or recommend, or declare advisable any Company Alternative Proposal; or (v) approve, adopt or recommend, or declare advisable or enter into, any letter of intent, memorandum of understanding, agreement in principle, acquisition agreement, merger agreement, option agreement, joint venture agreement, partnership agreement or other agreement (other than a confidentiality agreement referred to in and entered into compliance with Section 5.4(b)) with respect to any

Company Alternative Proposal (any such action set forth in the foregoing clauses (i) through (v), a "Company Change of Recommendation"). Anything to the contrary set forth in this Agreement notwithstanding, prior to obtaining the Company Shareholder Approval, but not after, the Company Board may, in response to a Company Superior Proposal, make a Company Change of Recommendation; provided, that the Company Board shall not be entitled to make such a Company Change of Recommendation (A) unless the Company shall have given Parent at least five (5) Business Days' written notice (a "Company Superior Proposal Notice") advising Parent of its intention to make such a Company Change of Recommendation, which Company Superior Proposal Notice shall include a description of the terms and conditions of the Company Superior Proposal that is the basis for the proposed action of the Company Board (including the identity of the Person making the Company Superior Proposal and, if applicable, complete copies of any written requests, proposals or offers and any other material documents, including any proposed definitive agreements for such Company Superior Proposal), and the Company shall have negotiated in good faith with Parent (to the extent Parent wishes to negotiate) to enable Parent to make such amendments to the terms of this Agreement as would permit the Company Board not to effect a Company Change of Recommendation, and (B) unless, at the end of the five-Business Day period following the delivery of such Company Superior Proposal Notice (the "Company Superior Proposal Notice Period"), after taking into account any changes to the terms of this Agreement proposed by Parent in writing and any other proposals or information offered by Parent in writing during the Company Superior Proposal Notice Period, the Company Board concludes that the Company Superior Proposal giving rise to the Company Superior Proposal Notice continues to constitute a Company Superior Proposal if such amendments were to be given effect; provided, that any material modifications to the terms of the Company Superior Proposal (including any change in the amount or form of consideration) shall commence a new notice period pursuant clause (A) of three (3) Business Days.

(d) Anything to the contrary set forth in this Agreement notwithstanding, prior to obtaining the Company Shareholder Approval, but not after, the Company Board may, in response to a Company Intervening Event, make a Company Change of Recommendation if the Company Board determines in good faith, after consultation with the Company's outside legal counsel, that the failure of the Company Board to take such action would be inconsistent with its fiduciary duties under applicable Law; provided, that the Company Board shall not be entitled to make such a Company Change of Recommendation unless (i) the Company shall have given Parent at least five (5) Business Days' written notice (a "Company Intervening Event Notice") advising Parent of its intention to make such a Company Change of Recommendation, which Company Intervening Event Notice shall include a description of the applicable Company Intervening Event and (ii) unless, at the end of the five-Business Day period following the delivery of such Company Intervening Event Notice (the "Company Intervening Event Notice Period"), after taking into account any changes to amend the terms of this Agreement proposed by Parent in writing and any other proposals or information offered by Parent in writing during the Company Intervening Event Notice Period, the Company Board determines in good faith, after consultation with the Company's outside legal counsel, that the failure of the Company Board to make such Company Change of Recommendation would continue to be inconsistent with its fiduciary duties under applicable Law if such amendments were to be given effect.

(e) Nothing contained in this Agreement shall prohibit the Company or the Company Board or any committee thereof from (i) complying with its disclosure obligations under applicable Law or rules and policies of the NYSE, including taking and disclosing to its shareholders a position contemplated by Rule 14d-9 or Rule 14e-2(a) or Item 1012(a) of Regulation M-A under the Exchange Act (or any similar communication to shareholders) or from issuing a "stop, look and listen" statement pending disclosure of its position thereunder or (ii) making any disclosure to its shareholders if the Company Board determines in good faith, after consultation with the Company's outside legal counsel, that the failure of the Company Board to make such disclosure would be inconsistent with its fiduciary duties to the Company's shareholders under applicable Law; provided that this Section 5.4(e) shall not be deemed to permit the Company or the Company Board to effect a Company Change of Recommendation except in accordance with Section 5.4(c) or Section 5.4(d).

(f) Further to Section 5.4(a), the Company shall (and shall cause its Affiliates and its and their respective directors and officers to, and shall use its reasonable best efforts to cause its other Representatives to) promptly terminate any existing discussions and negotiations conducted heretofore with any Person (other than Parent, the Company or any of their respective Affiliates or Representatives) with respect to any Company Alternative Proposal, or proposal or transaction that could reasonably be expected to lead to or result in a Company Alternative Proposal. Further, the Company shall promptly terminate all physical and electronic data access previously granted to such Persons and request that any such Persons promptly return or destroy all confidential information concerning the Company and any of its Subsidiaries and provide prompt written confirmation thereof.

(g) "Company Alternative Proposal" means any proposal, offer or indication of intent made by any Person or group of Persons (other than Parent, either Merger Sub or their respective Affiliates) relating to or concerning (i) a merger, reorganization, share exchange, consolidation, business combination, recapitalization or similar transaction involving the Company, in each case (whether in one or a series of related transactions), as a result of which such Person or group of Persons (or their shareholders) obtains control over, or becomes the beneficial owner of, directly or indirectly, 10% or more of the total voting power of the Company or the surviving entity (or any direct or indirect parent company thereof), as applicable, immediately following such transaction or (ii) the acquisition by any Person of 10% or more of the net revenues, net income or total assets of the Company and its Subsidiaries, on a consolidated basis.

(h) "Company Superior Proposal" means an unsolicited, *bona fide* written Company Alternative Proposal, made after the date of this Agreement, substituting in the definition thereof "greater than 50%" for "10% or more" in each place each such phrase appears, made after the date of this Agreement, that the Company Board determines in good faith, after consultation with the Company's outside legal and financial advisors, and considering all legal, financial, financing and regulatory aspects of the proposal, the identity of the Person(s) making the proposal and the likelihood of the proposal being consummated in accordance with its terms, would, if consummated, result in a transaction (A) that is more favorable to the Company's shareholders from a financial point of view than the transactions contemplated by this Agreement (after taking into account, in addition to all other relevant factors, any revisions to the terms of the transactions contemplated by this Agreement pursuant to Section 5.4(c) of this Agreement) and (B) that is reasonably likely to be completed, taking into account any regulatory, financing or approval requirements and any other aspects considered relevant by the Company Board.

(i) "Company Intervening Event" means any event, change, occurrence or development that is unknown and not reasonably foreseeable to the Company Board as of the date of this Agreement, which event, change, occurrence or development becomes known to the Company Board after the Company's execution and delivery of this Agreement and before the Company Shareholder Approval is obtained; provided, that in no event shall any of the following be a Company Intervening Event or be taken into account in determining whether a Company Intervening Event has occurred: (i) the receipt, existence, terms of or opportunity for a Company Alternative Proposal or other business combination proposal (or any proposal or inquiry that would reasonably be expected to lead to a Company Alternative Proposal or other such proposal, or direct and indirect consequences thereof); (ii) any matter contemplated by Section 5.8, including any non-compliance with Section 5.8 or any consequence thereof; (iii) any event, change, occurrence or development described in clauses (a), and (c) through (l) of the definition of Company Material Adverse Effect and the corresponding section of the definition of Parent Material Adverse Effect; or (iv) any change in the market price or trading volume of the Company Common Stock or Parent Common Stock, any change in the credit rating of the Company or Parent or any of their respective securities, or the Company or Parent failing to meet, meeting or exceeding internal or published projections, forecasts, guidance or revenue or earning prediction, or other financial or operating metrics for any period (provided that any event, change, occurrence or development giving rise to or contributing to such change, failing to meet, meeting or exceedance that is not otherwise excluded by the foregoing clauses (i) through (iii) may be a Company Intervening Event and may be taken into account in determining whether a Company Intervening Event has occurred).

Section 5.5 No Solicitation by Parent.

(a) Subject to the provisions of this Section 5.5, from the date of this Agreement until the earlier of the First Effective Time and the Termination Date, Parent agrees that it shall not, and shall cause its Affiliates and its and their respective directors, officers and other Representatives not to, directly or indirectly, (i) solicit, initiate or knowingly encourage or knowingly facilitate any inquiry regarding, or the making or submission of any proposal, offer or indication of intent that constitutes, or would reasonably be expected to lead to, or result in, a Parent Alternative Proposal, (ii) engage in, continue or otherwise participate in any discussions or negotiations with any Person regarding a Parent Alternative Proposal or any inquiry, proposal or offer that would reasonably be expected to lead to, or result in, a Parent Alternative Proposal (except to notify such Person that the provisions of this Section 5.5 prohibit any such discussions or negotiations), (iii) furnish any non-public information relating to Parent or its Subsidiaries in connection with or for the purpose of facilitating a Parent Alternative Proposal or any inquiry, proposal, offer or indication of interest that would reasonably be expected to lead to, or result in, a Parent Alternative Proposal, (iv) recommend or enter into any other letter of intent, memorandum of understanding, agreement in principle, option agreement, acquisition agreement, merger agreement, joint venture agreement, partnership agreement or other similar agreement with respect to a Parent Alternative Proposal (except for confidentiality agreements permitted under Section 5.5(b)), or (v) approve, authorize or agree to do any of the foregoing or otherwise knowingly facilitate any effort or attempt to make a Parent Alternative Proposal.

(b) Notwithstanding anything in this Section 5.5 to the contrary, at any time prior to, but not after, obtaining the Parent Shareholder Approval, if Parent receives a bona fide, unsolicited Parent Alternative Proposal that did not result from the Parent's violation of this Section 5.5, Parent and its Representatives may contact the third party making such Parent Alternative Proposal solely to clarify the terms and conditions of such Parent Alternative Proposal. If based on the information then available and after consultation with outside legal counsel and a financial advisor, the Parent Board determines in good faith that (i) such Parent Alternative Proposal constitutes a Parent Superior Proposal or could reasonably be expected to result in a Parent Superior Proposal and (ii) the failure to take such action would be inconsistent with the directors' fiduciary duties under applicable Law, Parent may take the following actions: (A) furnish non-public information to the third party making such Parent Alternative Proposal (including its Representatives and prospective equity and debt financing sources) in response to a request therefor, if, and only if, prior to so furnishing such information, such information has previously been, or is substantially concurrently, made available to the Company and the third party has executed a confidentiality agreement with Parent having confidentiality and use provisions that, in each case, are not less restrictive in all material respects to such third party than the provisions in the Confidentiality Agreement are to the Company (it being understood that such confidentiality agreement (x) need not contain a "standstill" or similar obligations to the extent that the Company is, concurrently with the entry by Parent or its Subsidiaries into such confidentiality agreement, released from any "standstill" or similar obligations in the Confidentiality Agreement (provided that with respect to other third parties, from the date of this Agreement until the First Effective Time, Parent shall not terminate, amend, modify or waive any provision of any "standstill" or similar obligation to which Parent or any of its Subsidiaries is a party and shall enforce, to the fullest extent permitted under applicable Law, the provisions of any such agreement, including by seeking injunctions to prevent any breaches of such agreements and to enforce specifically the terms and provisions thereof) and (y) shall not prohibit Parent from complying with this Section 5.5 or contain terms that would restrict in any manner Parent's ability to consummate the Mergers); provided, however, that if the third party making such Parent Alternative Proposal is a known competitor of Parent, Parent shall not provide any commercially sensitive non-public information to such third party in connection with any actions permitted by this Section 5.5(b) other than in accordance with customary "clean room" or other similar procedures designed to limit the disclosure of competitively sensitive information, and (B) engage in discussions or negotiations with the third party (including its Representatives) with respect to the Parent Alternative Proposal. Parent shall promptly (and in any event within 24 hours) notify the Company in writing if: (i) any inquiries, proposals or offers with respect to a Parent Alternative Proposal are received by Parent or any of its Representatives or (ii) any information is requested from Parent or any of its Representatives that, to the Knowledge of Parent, has been or is reasonably likely to have

been made in connection with any Company Alternative Proposal, which notice shall identify the material terms and conditions thereof (including the name of the applicable third party and, if applicable, complete copies of any written requests, proposals or offers and any other material documents, including proposed agreements). Parent shall keep the Company reasonably informed on a reasonably current basis of any material developments regarding any Parent Alternative Proposals or any material change to the terms of any such Parent Alternative Proposal and any material change to the status of any such discussions or negotiations with respect thereto.

(c) Except as set forth in this Section 5.5, the Parent Board, including any committee thereof, shall not (i) withdraw, withhold, qualify or modify, or propose publicly to withdraw, withhold, qualify or modify, the Parent Recommendation; (ii) fail to include the Parent Recommendation in the Proxy Statement/Prospectus that is mailed by Parent to its shareholders; (iii) if any Parent Alternative Proposal that is structured as a tender offer or exchange offer for the outstanding shares of Parent Common Stock is commenced pursuant to Rule 14d-2 under the Exchange Act (other than by the Company or an Affiliate of the Company), fail to recommend, within ten (10) Business Days after such commencement, against acceptance of such tender offer or exchange offer by its shareholders; (iv) approve, adopt, recommend or declare advisable any Parent Alternative Proposal or publicly propose to approve, adopt or recommend, or declare advisable any Parent Alternative Proposal; or (v) approve, adopt or recommend, or declare advisable or enter into, any letter of intent, memorandum of understanding, agreement in principle, acquisition agreement, merger agreement, option agreement, joint venture agreement, partnership agreement or other agreement (other than a confidentiality agreement referred to in and entered into compliance with Section 5.5(b)) with respect to any Parent Alternative Proposal (any such action set forth in the foregoing clauses (i) through (v), a "Parent Change of Recommendation"). Anything to the contrary set forth in this Agreement notwithstanding, prior to obtaining the Parent Shareholder Approval, but not after, the Parent Board may, in response to a Parent Superior Proposal, make a Parent Change of Recommendation; provided, that the Parent Board shall not be entitled to make such a Parent Change of Recommendation (A) unless Parent shall have given the Company at least five (5) Business Days' written notice (a "Parent Superior Proposal Notice") advising the Company of its intention to make such a Parent Change of Recommendation, which Parent Superior Proposal Notice shall include a description of the terms and conditions of the Parent Superior Proposal that is the basis for the proposed action of the Parent Board (including the identity of the Person making the Parent Superior Proposal and, if applicable, complete copies of any written requests, proposals or offers and any other material documents, including any proposed definitive agreements for such Parent Superior Proposal), and Parent shall have negotiated in good faith with the Company (to the extent the Company wishes to negotiate) to enable the Company to make such amendments to the terms of this Agreement as would permit the Parent Board not to effect a Parent Change of Recommendation, and (B) unless, at the end of the five-Business Day period following the delivery of such Parent Superior Proposal Notice (the "Parent Superior Proposal Notice Period"), after taking into account any changes to the terms of this Agreement proposed by the Company in writing and any other proposals or information offered in writing by the Company during the Parent Superior Proposal Notice Period, the Parent Board concludes that the Parent Superior Proposal giving rise to the Parent Superior Proposal Notice continues to constitute a Parent Superior Proposal if such amendments were to be given effect; provided, that any material modifications to the terms of the Parent Superior Proposal (including any change in the amount or form of consideration) shall commence a new notice period pursuant clause (A) of three (3) Business Days.

(d) Anything to the contrary set forth in this Agreement notwithstanding, prior to obtaining the Parent Shareholder Approval, but not after, the Parent Board may, in response to a Parent Intervening Event, make a Parent Change of Recommendation if the Parent Board determines in good faith, after consultation with Parent's outside legal counsel, that the failure of the Parent Board to take such action would be inconsistent with its fiduciary duties under applicable Law; provided, that the Parent Board shall not be entitled to make such a Parent Change of Recommendation unless (i) Parent shall have given the Company at least five (5) Business Days' written notice (a "Parent Intervening Event Notice") advising the Company of its intention to make such a Parent Change of Recommendation, which Parent Intervening Event Notice shall include a description of the applicable Parent Intervening Event and (ii) unless, at the end of the five-Business Day period following the delivery of such Parent Intervening Event Notice (the "Parent Intervening Event Notice Period"), after taking into account any changes to amend the terms of this Agreement proposed by the Company in writing and any other proposals

or information offered by the Company in writing during the Parent Intervening Event Notice Period, the Parent Board determines in good faith, after consultation with Parent's outside legal counsel, that the failure of the Parent Board to make such Parent Change of Recommendation would continue to be inconsistent with its fiduciary duties under applicable Law if such amendments were to be given effect.

(e) Nothing contained in this Agreement shall prohibit Parent or the Parent Board or any committee thereof from (i) complying with its disclosure obligations under applicable Law or rules and policies of the NYSE, including taking and disclosing to its shareholders a position contemplated by Rule 14d-9 or Rule 14e-2(a) or Item 1012(a) of Regulation M-A under the Exchange Act (or any similar communication to shareholders) or from issuing a "stop, look and listen" statement pending disclosure of its position thereunder or (ii) making any disclosure to its shareholders if the Parent Board determines in good faith, after consultation with Parent's outside legal counsel, that the failure of the Parent Board to make such disclosure would be inconsistent with its fiduciary duties to Parent's shareholders under applicable Law; provided that this Section 5.5(e) shall not be deemed to permit Parent or the Parent Board to effect a Parent Change of Recommendation except in accordance with Section 5.5(c) or Section 5.5(d).

(f) Further to Section 5.5(a), Parent shall (and shall cause its Subsidiaries and its and their respective directors and officers to, and shall use its reasonable best efforts to cause its other Representatives to) promptly terminate any existing discussions and negotiations conducted heretofore with any Person (other than the Company, Parent or any of their respective Affiliates or Representatives) with respect to any Parent Alternative Proposal, or proposal or transaction that could reasonably be expected to lead to or result in a Parent Alternative Proposal. Further, Parent shall promptly terminate all physical and electronic data access previously granted to such Persons and request that any such Persons promptly return or destroy all confidential information concerning Parent and any of its Subsidiaries and provide prompt written confirmation thereof.

(g) "Parent Alternative Proposal" means any proposal, offer or indication of intent made by any Person or group of Persons (other than the Company or its Affiliates) relating to or concerning (i) a merger, reorganization, share exchange, consolidation, business combination, recapitalization or similar transaction involving Parent, in each case (whether in one or a series of related transactions), as a result of which such Person or group of Persons (or their shareholders) obtains control over, or becomes the beneficial owner of, directly or indirectly, 10% or more of the total voting power of Parent or the surviving entity (or any direct or indirect parent company thereof), as applicable, immediately following such transaction or (ii) the acquisition by any Person of 10% or more of the net revenues, net income or total assets of Parent and its Subsidiaries, on a consolidated basis.

(h) "Parent Superior Proposal" means an unsolicited, bona fide written Parent Alternative Proposal, made after the date of this Agreement, substituting in the definition thereof "greater than 50%" for "10% or more" in each place each such phrase appears, made after the date of this Agreement, that the Parent Board determines in good faith, after consultation with Parent's outside legal and financial advisors, and considering all legal, financial, financing and regulatory aspects of the proposal, the identity of the Person(s) making the proposal and the likelihood of the proposal being consummated in accordance with its terms, would, if consummated, result in a transaction (A) that is more favorable to Parent's shareholders from a financial point of view than the transactions contemplated by this Agreement (after taking into account, in addition to all other relevant factors, any revisions to the terms of the transactions contemplated by this Agreement pursuant to Section 5.5(c) of this Agreement) and (B) that is reasonably likely to be completed, taking into account any regulatory, financing or approval requirements and any other aspects considered relevant by the Parent Board.

(i) "Parent Intervening Event" means any event, change, occurrence or development that is unknown and not reasonably foreseeable to the Parent Board as of the date of this Agreement, which event, change, occurrence or development becomes known to the Parent Board after the Parent's execution and delivery hereof and before the Parent Shareholder Approval is obtained; provided, that in no event shall any of the following be a Parent Intervening Event or be taken into account in determining whether a Parent Intervening Event has

occurred: (i) the receipt, existence, terms of or opportunity for a Parent Alternative Proposal or other business combination proposal (or any proposal or inquiry that would reasonably be expected to lead to a Parent Alternative Proposal or other such proposal, or direct and indirect consequences thereof); (ii) any matter contemplated by Section 5.8, including any non-compliance with Section 5.8 or any consequence thereof; (iii) any event, change, occurrence or development described in clauses (a), and (c) through (l) of the definition of Parent Material Adverse Effect and the corresponding section of the definition of Company Material Adverse Effect; or (iv) any change in the market price or trading volume of the Company Common Stock or Parent Common Stock, any change in the credit rating of the Company or Parent or any of their respective securities, or the Company or Parent failing to meet, meeting or exceeding internal or published projections, forecasts, guidance or revenue or earning prediction, or other financial or operating metrics for any period (provided that any event, change, occurrence or development giving rise to or contributing to such change, failing to meet, meeting or exceedance that is not otherwise excluded by the foregoing clauses (i) through (iii) may be a Parent Intervening Event and may be taken into account in determining whether a Parent Intervening Event has occurred).

Section 5.6 Filings; Other Actions.

(a) As promptly as reasonably practicable after the date of this Agreement, (i) the Company and Parent shall jointly prepare and file with the SEC the preliminary Proxy Statement/Prospectus (and in any event the parties shall use reasonable best efforts to cause the filing to be made within sixty (60) days of the date of this Agreement) and (ii) Parent shall prepare and file with the SEC the Registration Statement with respect to the shares of Parent Common Stock to be issued in connection with the First Merger, which shall include the Proxy Statement/Prospectus. Each of the Company and Parent shall use its reasonable best efforts to (A) have the Registration Statement declared effective under the Securities Act as promptly as practicable after such filing and (B) keep the Registration Statement effective for so long as necessary to complete the Mergers. Each of the Company and Parent shall furnish all information concerning itself, its Affiliates and the holders of its shares to the other and provide such other assistance as may be reasonably requested in connection with the preparation, filing and distribution of the Proxy Statement/Prospectus and the Registration Statement. Each of the Company and Parent shall provide the other party with a reasonable period of time to review the Proxy Statement/Prospectus and any amendments thereto prior to filing and shall reasonably consider any comments from the other party. Each of the Company and Parent shall respond promptly to any comments from the SEC or the staff of the SEC. Each of the Company and Parent shall notify the other party promptly of the receipt of any comments (whether written or oral) from the SEC or the staff of the SEC and of any request by the SEC or the staff of the SEC for amendments or supplements to the Proxy Statement/Prospectus or the Registration Statement or for additional information and shall supply the other party with copies of all correspondence between it and any of its Representatives, on the one hand, and the SEC or the staff of the SEC, on the other hand, with respect to the Proxy Statement/Prospectus or the Registration Statement or the transactions contemplated by this Agreement within twenty-four (24) hours of the receipt thereof. The Proxy Statement/Prospectus and the Registration Statement shall comply as to form in all material respects with the applicable requirements of the Exchange Act and the Securities Act. If at any time prior to the Company Shareholder Meeting or the Parent Shareholder Meeting (or any adjournment or postponement of the Company Shareholder Meeting or the Parent Shareholder Meeting) any information relating to Parent or the Company, or any of their respective Affiliates, officers or directors, is discovered by Parent or the Company that should be set forth in an amendment or supplement to the Proxy Statement/Prospectus and/or Registration Statement, so that the Proxy Statement/Prospectus and/or Registration Statement would not include a misstatement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the party that discovers such information shall promptly notify the other parties hereto and an appropriate amendment or supplement describing such information shall be promptly filed by the Company and/or Parent with the SEC, and, to the extent required by applicable Law, disseminated to the shareholders of the Company and the shareholders of Parent. The Company shall cause the Proxy Statement/Prospectus to be mailed to the Company's shareholders and Parent shall cause the Proxy Statement/Prospectus to be mailed to Parent's shareholders, in either case, as promptly as reasonably practicable after the Registration Statement is declared effective under the Securities Act (such date, the "Clearance Date").

(b) Each of Parent and the Company shall provide the other party and its legal counsel with a reasonable opportunity to review and comment on drafts of the Proxy Statement/Prospectus, the Registration Statement and other documents related to the Company Shareholder Meeting, the Parent Shareholder Meeting or the issuance of the shares of Parent Common Stock (and any amendments thereto) in connection with the First Merger, prior to filing such documents with the applicable Governmental Entity and mailing such documents to the Company's shareholders or Parent's shareholders, as applicable. Each party hereto shall consider in good faith in the Proxy Statement/Prospectus, the Registration Statement and such other documents related to the Company Shareholder Meeting, the Parent Shareholder Meeting or the issuance of shares of Parent Common Stock in connection with the First Merger, all comments reasonably and promptly proposed by the other party or its legal counsel.

(c) Subject to Section 5.4 and Section 5.6(d), the Company shall take all action necessary in accordance with applicable Law and the articles of incorporation and bylaws of the Company to set a record date for, duly give notice of, convene and hold a meeting of its shareholders following the mailing of the Proxy Statement/Prospectus for the purpose of obtaining the Company Shareholder Approval (the "Company Shareholder Meeting") as soon as reasonably practicable following the Clearance Date. Unless the Company shall have made a Company Change of Recommendation in compliance with Section 5.4, the Company shall include the Company Recommendation in the Proxy Statement/Prospectus and shall solicit, and use its reasonable best efforts to obtain, the Company Shareholder Approval at the Company Shareholder Meeting (including by soliciting proxies in favor of the adoption of this Agreement) as soon as reasonably practicable.

(d) The Company shall cooperate with and keep Parent informed on a reasonably current basis regarding its solicitation efforts and voting results following the dissemination of the Proxy Statement/Prospectus to its shareholders. The Company may adjourn or postpone the Company Shareholder Meeting (i) to allow time for the filing and dissemination of any supplemental or amended disclosure document that the Company Board has determined in good faith (after consultation with its outside legal counsel) is required to be filed and disseminated under applicable Law, (ii) if as of the time that the Company Shareholder Meeting is originally scheduled (as set forth in the Proxy Statement/Prospectus) there are insufficient shares of Company Common Stock represented (either in person or by proxy) to constitute a quorum necessary to conduct the business of the Company Shareholder Meeting, (iii) to allow reasonable additional time to solicit additional proxies necessary to obtain the Company Shareholder Approval or (iv) to comply with applicable Law, in each case, as long as the date of the Company Shareholder Meeting is not postponed or adjourned more than an aggregate of 15 calendar days. Any additional postponements or adjournments shall require the prior written consent of Parent (which shall not be unreasonably withheld, conditioned or delayed). Without the prior written consent of Parent (which shall not be unreasonably withheld, conditioned or delayed), the approval of this Agreement shall be the only matter (other than matters of procedure and matters required by applicable Law to be voted on by the Company's shareholders in connection with the approval of this Agreement) that the Company shall propose to be acted on by the shareholders of the Company at the Company Shareholder Meeting.

(e) Subject to Section 5.5 and Section 5.6(f), Parent shall take all action necessary in accordance with applicable Law and the articles of incorporation and bylaws of Parent to set a record date for, duly give notice of, convene and hold a meeting of its shareholders following the mailing of the Proxy Statement/Prospectus for the purpose of obtaining the Parent Shareholder Approval (the "Parent Shareholder Meeting") as soon as reasonably practicable following the Clearance Date. Unless Parent shall have made a Parent Change of Recommendation in compliance with Section 5.5, Parent shall include the Parent Recommendation in the Proxy Statement/Prospectus and shall solicit, and use its reasonable best efforts to obtain, the Parent Shareholder Approval at the Parent Shareholder Meeting (including by soliciting proxies in favor of the approval of the Parent Share Issuance) as soon as reasonably practicable.

(f) Parent shall cooperate with and keep the Company informed on a reasonably current basis regarding its solicitation efforts and voting results following the dissemination of the Proxy Statement/Prospectus to its shareholders. Parent may adjourn or postpone the Parent Shareholder Meeting (i) to allow time for the filing and

dissemination of any supplemental or amended disclosure document that the Parent Board has determined in good faith (after consultation with its outside legal counsel) is required to be filed and disseminated under applicable Law, (ii) if as of the time that the Parent Shareholder Meeting is originally scheduled (as set forth in the Proxy Statement/Prospectus) there are insufficient shares of Parent Common Stock represented (either in person or by proxy) to constitute a quorum necessary to conduct the business of the Parent Shareholder Meeting, (iii) to allow reasonable additional time to solicit additional proxies necessary to obtain the Parent Shareholder Approval or (iv) to comply with applicable Law, in each case, as long as the date of the Parent Shareholder Meeting is not postponed or adjourned more than an aggregate of 15 calendar days. Any additional postponements or adjournments shall require the prior written consent of the Company (which shall not be unreasonably withheld, conditioned or delayed). Without the prior written consent of the Company (which shall not be unreasonably withheld, conditioned or delayed), the approval of the Parent Share Issuance shall be the only matter (other than matters of procedure and matters required by applicable Law to be voted on by Parent's shareholders in connection with the adoption of this Agreement) that Parent shall propose to be acted on by the shareholders of Parent at the Parent Shareholder Meeting.

(g) It is the intention of the parties hereto that, and each of the parties shall reasonably cooperate and use their commercially reasonable efforts to cause, the date and time of the Company Shareholder Meeting and the Parent Shareholder Meeting be coordinated such that they occur on the same calendar day (and in any event as close in time as possible).

(h) Without limiting the generality of the foregoing, unless this Agreement shall have been terminated pursuant to Article 7, (x) in the event that the Company Board makes a Company Change of Recommendation, the Company shall nevertheless submit this Agreement to the holders of Company Common Stock to obtain the Company Shareholder Approval at the Company Shareholder Meeting or any adjournment, recess or postponement thereof, and (y) in the event that the Parent Board makes a Parent Change of Recommendation, Parent shall nevertheless submit this Agreement to the holders of shares of Parent Common Stock to obtain the Parent Shareholder Approval at the Parent Shareholder Meeting or any adjournment, recess or postponement thereof.

Section 5.7 Employee Matters.

(a) From and after the First Effective Time, the Company shall, and Parent shall cause the Company to, honor all Company Benefit Plans in accordance with their terms as in effect immediately before the First Effective Time (including terms permitting the amendment or termination of such Company Benefit Plans). For a period of one (1) year following the First Effective Time, Parent shall provide, or shall cause to be provided, to each employee of the Company and its Subsidiaries as of immediately prior to the First Effective Time who remains employed by Parent or its Subsidiaries following the First Effective Time ("Company Employees") (i) base compensation, cash incentive opportunities, and target equity incentive opportunities that, in each case, are no less favorable than were provided to the Company Employee immediately before the First Effective Time (it being understood that in lieu of equity compensation awards, Parent may provide Company Employees who, as of immediately prior to the First Effective Time, were eligible to receive Company equity compensation awards, long-term incentive awards that are settled in cash in an amount sufficient to replace the grant date value of the Company Employee's equity compensation opportunity immediately prior to the First Effective Time; provided, that, except as set forth in this Section 5.7(a), such long-term incentive awards shall have the same terms and conditions as those applicable to the equity awards granted by Parent to its similarly situated employees), and (ii) employee benefits (excluding severance, retention, change in control, bonuses, equity or equity based compensation, paid time off, defined benefit plans and retiree medical or welfare plans or arrangements) that are no less favorable in the aggregate than such employee benefits provided to the Company Employee immediately before the First Effective Time. Without limiting the generality of the foregoing, (A) Parent shall or shall cause to be provided to each Company Employee whose employment terminates during the one-year period following the First Effective Time under circumstances that would give rise to severance benefits under the Company Benefit Plans set forth on Section 5.7(a) of the Company Disclosure Schedules (the "Company Severance Plans"), severance benefits in accordance with the terms of the applicable Company

Severance Plan in which such Company Employee is eligible to participate immediately prior to the First Effective Time and (B) during such one-year period following the First Effective Time, severance benefits offered to each Company Employee shall be determined taking into account all service with the Company, its Subsidiaries (and including, on and after the First Effective Time, the Second Surviving Company and any of its Affiliates) and without taking into account any reduction after the First Effective Time in compensation paid or benefits provided to such Company Employee. Notwithstanding the foregoing, the terms and conditions of employment, including, without limitation, with respect to compensation, benefits, work rules and other terms of employment, for any Company Employee who is represented by a labor union or other labor organization shall be governed by the terms of the applicable Company Labor Agreement.

(b) For a period of one (1) year following the First Effective Time, Parent shall, or shall cause its applicable Affiliate to, maintain for each Company Employee a paid time off policy that is no less favorable than the paid time off policy in effect for similarly situated employees of the Company immediately prior to the First Effective Time, including with respect to the rate and timing of accrual, the number of paid time off days provided and the treatment of unused paid time off upon termination of employment (including any cash-out rights).

(c) For all purposes (including for purposes of vesting, eligibility to participate, benefit accrual and level of benefits) under the employee benefit plans of Parent and its Subsidiaries providing benefits to any Company Employees after the First Effective Time (the "New Plans"), each Company Employee shall be credited with his or her years of service with the Company and its Subsidiaries and their respective predecessors before the First Effective Time, to the same extent as such Company Employee was entitled, before the First Effective Time, to credit for such service under any analogous Company Benefit Plan in which such Company Employee participated or was eligible to participate immediately prior to the First Effective Time; provided that the foregoing shall not apply (w) for purposes of any closed or frozen plans, (x) for any purpose under any defined benefit pension plans or retiree health and welfare plans, in each case, that were not sponsored by the Company or its Subsidiaries prior to the First Effective Time, (y) for purposes of qualifying for subsidized early retirement benefits under any program that was not sponsored by the Company or its Subsidiaries prior to the First Effective Time, or (z) to the extent that its application would result in a duplication of benefits. In addition, and without limiting the generality of the foregoing, (i) Parent shall provide that each Company Employee shall be immediately eligible to participate, without any waiting time, in any New Plan that is a group health plan to the extent coverage under such New Plan replaces an analogous Company Benefit Plan in which such Company Employee participated immediately before the First Effective Time (such plans, collectively, the "Old Plans"), and (ii) for purposes of each New Plan that is a group health plan and in which any Company Employee participates, Parent shall use commercially reasonable efforts to cause all preexisting condition exclusions and actively-at-work requirements of such New Plan to be waived for such Company Employee and his or her covered dependents, unless such conditions would not have been waived under the analogous plan of the Company or its Subsidiaries in which such Company Employee participated immediately prior to the First Effective Time, and Parent shall use commercially reasonable efforts to cause any eligible expenses incurred by such Company Employee and his or her covered dependents during the portion of the plan year of the Old Plans ending on the date such Company Employee's participation in the corresponding New Plan begins to be taken into account under such New Plan for purposes of satisfying all deductible, coinsurance and maximum out-of-pocket requirements applicable to such Company Employee and his or her covered dependents for the applicable plan year as if such amounts had been paid in accordance with such New Plan.

(d) To the extent requested in writing by Parent at least ten (10) Business Days prior to the Closing Date, the Company shall, or shall cause its applicable Affiliate to, take all actions necessary to terminate each Company Benefit Plan that is a tax-qualified defined contribution 401(k) retirement plan that exclusively covers non-union employees (the "Company Non-Union 401(k) Plans"), or cause such plan to be terminated, effective as of no later than the day immediately preceding the Closing Date, and contingent upon the occurrence of the Closing, and provide that participants in the Company Non-Union 401(k) Plans shall become fully vested in any unvested portion of their Company Non-Union 401(k) Plan accounts as of the date such plan is terminated. If the

Company Non-Union 401(k) Plans are terminated, the Company shall provide Parent with evidence that the Company Non-Union 401(k) Plans have been terminated (effective no later than immediately prior to the Closing Date and contingent on the Closing) pursuant to resolutions of the Company or its applicable Affiliate, which such resolutions shall be provided to Parent at least three (3) Business Days prior to the Closing Date and shall be subject to Parent's review and comment. If the Company Non-Union 401(k) Plans are terminated, Parent shall designate a tax-qualified defined contribution retirement plan with a cash or deferred arrangement that is sponsored by Parent or one of its Subsidiaries (the "Parent 401(k) Plan") that will cover such eligible Company Employees who had participated in a Company Non-Union 401(k) Plan and shall cover such eligible Company Employees in the applicable Parent 401(k) Plan effective as of the Closing Date. In connection with the termination of the Company Non- Union 401(k) Plans, Parent shall cause the Parent 401(k) Plan to accept from the Company Non-Union 401(k) Plans the "direct rollover" of the account balance (including notes representing outstanding loans that are not in default) of each Company Employee who participated in a Company Non-Union 401(k) Plan as of the date such plans are terminated and who elects such direct rollover in accordance with the terms of the applicable Company Non-Union 401(k) Plan and the Code.

(e) Without limiting the generality of Section 8.10, the provisions of this Section 5.7(e) are solely for the benefit of the parties to this Agreement, and no current or former director, employee or consultant or any other Person shall be a third-party beneficiary of this Agreement, and nothing herein shall be construed to create, establish, terminate or amend any Company Benefit Plan or Parent Benefit Plan or other compensation or benefit plan or arrangement for any purpose or otherwise shall prevent Parent, the Second Surviving Company or any of their Affiliates from terminating the employment of any Company Employee, or amending any Company Benefit Plan or Parent Benefit Plan.

Section 5.8 Efforts.

(a) Subject to the terms and conditions set forth in this Agreement (including Section 5.8(c)), each of the parties hereto shall use their reasonable best efforts to (and shall cause each of their respective Affiliates to) take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other parties in doing, all things necessary, proper or advisable under applicable Laws to cause the conditions to Closing set forth in Article 6 of this Agreement to be satisfied and to consummate and make effective the Mergers and the other transactions contemplated by this Agreement prior to the End Date, including (i) the obtaining of all necessary actions or nonactions, authorizations, permits, waivers, consents, clearances, approvals and expirations or terminations of waiting periods (collectively, "Consents"), including the Company Approvals and the Parent Approvals, from Governmental Entities and the making of all necessary registrations, notices, notifications, petitions, applications, reports and other filings and the taking of all steps as may be necessary, proper or advisable to obtain an approval, clearance or waiver from, or to avoid an action or proceeding by, any Governmental Entity, (ii) the obtaining of all necessary Consents from third parties, (iii) the defending of any Actions, lawsuits or other legal proceedings, whether judicial or administrative, challenging this Agreement or the consummation of the Mergers and the other transactions contemplated by this Agreement, or seeking to prohibit or delay the Closing and (iv) the execution and delivery of any additional instruments necessary, proper or advisable to consummate, and to fully carry out the purposes of the transactions contemplated by this Agreement; provided, that solely with respect to approvals from third parties other than from Governmental Entities and other than under Railroad Laws or Antitrust Laws as provided in this Section 5.8, in no event shall either the Company or Parent or any of their respective Subsidiaries be required to pay any fee, penalty or other consideration to any third party for any Consent required for or triggered by the consummation of the transactions contemplated by this Agreement under any contract or agreement or otherwise.

(b) Without limiting the foregoing, but subject to the terms and conditions herein (including Section 5.8(c)), the Company, Parent and each Merger Sub shall (i) promptly, but in no event later than six (6) months after the date of this Agreement, file the Application with the STB (provided, however, that if the STB issues an order or otherwise implements a regulatory change that materially impedes the filing of the Application, the Company, Parent and each Merger Sub shall file the Application as reasonable in light of such

order or regulatory change), (ii) as promptly as practicable and advisable, file any and all notification and report forms to the CNA and the FCC required under applicable Law with respect to the Mergers and the other transactions contemplated by this Agreement, and take all other actions necessary to cause the expiration or termination of any applicable waiting periods under applicable Law as soon as practicable after the date of this Agreement, (iii) cooperate with each other in (A) determining whether any other filings are required to be made with, or Consents are required to be obtained from, or with respect to, any third parties or Governmental Entities, including under other applicable Antitrust Laws and Railroad Laws and/or in connection with the Company Approvals and Parent Approvals, in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby and (B) making all such filings as promptly as practicable and advisable and timely obtaining all such Consents, and (iv) use reasonable best efforts to take, or cause to be taken, all other actions and do, or cause to be done, all other things necessary, proper or advisable to consummate and make effective the transactions contemplated hereby, including using reasonable best efforts to take all such further action as may be necessary to resolve such objections, if any, as any Governmental Entity may assert under any Law (including in connection with the Company Approvals and Parent Approvals) with respect to the transactions contemplated hereby, and to avoid or eliminate each and every impediment under any Law that may be asserted by any Governmental Entity with respect to the Mergers so as to enable the Closing to occur prior to the End Date, including (A) proposing, negotiating, committing to and effecting, by consent decree, hold separate order or otherwise, the sale, divestiture, license, hold separate or disposition of any and all of the share capital or other equity interest, assets (whether tangible or intangible), products or businesses of Parent and its Subsidiaries or of the Company and its Subsidiaries, (B) otherwise taking or committing to take any actions that after the First Effective Time would limit Parent's or its Subsidiaries' (including the Second Surviving Company's) freedom of action with respect to, or their ability to retain, or otherwise agreeing to any restriction, requirement or limitation with respect to their or one or more of their Subsidiaries' (including the Second Surviving Company's) assets (whether tangible or intangible), products, or businesses, in each case as may be required in order to avoid the entry of, or to effect the dissolution of, any injunction, temporary restraining order or other order that would otherwise have the effect of preventing or delaying the Closing and (C) committing to take the actions set forth on Section 5.8(b)(iv)(C) of the Company Disclosure Schedules, subject to the limitations set forth therein (any such action or limitation described in this clause (iv), including (A), (B) and (C), each a "Restriction"). As used in this Agreement, the term "Requisite Regulatory Approvals" shall mean the STB Approval and the CNA Approval, and the term "Application" shall mean the application contemplated by 49 C.F.R. § 1180.4(c) with respect to the Mergers and the other transactions contemplated hereby.

(c) Notwithstanding anything to the contrary in Section 5.8(a), Section 5.8(b) or any other provision of this Agreement, in no event shall Parent or any of its Affiliates (including, for purposes of this sentence, the Company and its Subsidiaries, after giving effect to the Mergers) be required to take, or commit to take, or agree to or accept any (i) Non-Required Restriction (as such term is defined on Section 5.8(c) of the Company Disclosure Schedules), (ii) voting trust agreement or other similar agreement that has the effect of requiring the deposit of the outstanding shares of the Second Surviving Company into a voting trust or similar arrangement (a "Voting Trust Restriction") or (iii) material alteration of the conditions imposed on regulatory approval of transactions involving Parent or the Company, or their respective Subsidiaries, prior to the date of this Agreement (a "Prior Transaction Restriction") (any of the foregoing actions or limitations described in clauses (i) through (iii), each a "Materially Burdensome Regulatory Condition"). Neither the Company nor any of its Subsidiaries shall be required to become subject to, or consent or agree to or otherwise take any action with respect to, any requirement, condition, understanding, agreement or order to sell, divest, license, hold separate or otherwise dispose of, or to conduct, restrict, operate, invest or otherwise change the assets, operations or business of the Company or any of its Subsidiaries, unless such requirement, condition, understanding, agreement or order is binding on or otherwise applicable to the Company or its Subsidiaries only from and after the First Effective Time in the event that the Closing occurs and is expressly permitted pursuant to this Section 5.8. The Company and its Subsidiaries shall not agree to any such actions without the prior written consent of Parent which, subject to and without limiting Parent's obligations under this Section 5.8, may be granted or withheld in Parent's sole discretion.

(d) The Company, Parent and each Merger Sub shall cooperate and consult with each other in connection with the making of all registrations, filings, notifications, communications, submissions and any other actions pursuant to this Section 5.8(d), and, subject to applicable legal limitations and the instructions of any Governmental Entity, the Company, on the one hand, and Parent and each Merger Sub, on the other hand, shall keep each other apprised of the status of matters relating to the completion of the transactions contemplated hereby, including promptly informing and furnishing the other with copies of notices or other communications received or given by the Company or Parent, as the case may be, or any of their respective Subsidiaries, from or to any third party and/or any Governmental Entity with respect to such transactions. Subject to applicable Law relating to the exchange of information, the Company, on the one hand, and Parent and each Merger Sub, on the other hand, shall permit counsel for the other party reasonable opportunity to review in advance, and consider in good faith the views of the other party in connection with, any proposed notifications or filings and any written communications or submissions, and with respect to any such notification, filing, written communication or submission, any documents submitted therewith to any Governmental Entity (except for any exhibits to such communications providing the personal identifying information required by 31 C.F.R. Section 800.502(c)(5)(vi) or that otherwise is requested by any Governmental Entity to remain confidential from the other parties); provided, that materials may be redacted (i) to remove references concerning the valuation of the businesses of the Company and its Subsidiaries, or proposals from third parties with respect thereto, (ii) as necessary to comply with contractual agreements and (iii) as necessary to address reasonable privilege or confidentiality concerns; provided, further that each party may reasonably designate any competitively sensitive material provided to the other under this Section 5.8 as "Outside Counsel Only Material" which such material and the information contained therein shall be given only to the outside antitrust counsel of the recipient and will not be disclosed by such outside counsel to employees, officers or directors of the recipient unless express permission is obtained in advance from the source of the materials (Parent on the one hand or the Company on the other) or its legal counsel. The parties shall take reasonable efforts to share information protected from disclosure under the attorney-client privilege, work product doctrine, joint defense privilege or any other privilege pursuant to this Section 5.8 in a manner so as to preserve the applicable privilege. Each of Parent and the Merger Subs agrees not to initiate, and each of the Company, Parent and the Merger Subs agrees not to participate in, any meeting or discussion, either in person or by telephone or videoconference, with any Governmental Entity in connection with the proposed transactions unless it consults with the other party in advance and, to the extent not prohibited by such Governmental Entity, gives the other party the opportunity to attend and participate. In the event that any information in the filings submitted pursuant to this Section 5.8(d) or any such supplemental information furnished in connection therewith is deemed confidential by either party, the parties shall maintain the confidentiality of the same, and the parties shall seek authorization from the applicable Governmental Entity to withhold such information from public view.

(e) Subject to the obligations of this Section 5.8, Parent shall, in its sole discretion, devise and implement the strategy and timing for obtaining any Consents required under any applicable Law in connection with the transactions contemplated by this Agreement and Parent shall, for the avoidance of doubt, have the final authority in its sole discretion over all decisions in respect of all matters addressed in this Section 5.8, including the development, presentation and conduct of, and all decisions with respect to, the matters relating to obtaining the Requisite Regulatory Approvals, including any decisions with respect to timing, content, negotiations and any communications regarding any Restrictions. Parent shall take the lead in all meetings and communications with any Governmental Entity in connection with obtaining such Consents; provided, that Parent shall consult in advance with the Company and in good faith take the Company's views into account regarding the overall strategy and timing. The Company and its Subsidiaries shall not (i) initiate any such discussions or proceedings with any Governmental Entity, or (ii) take or agree to take any actions (other than any ministerial actions including preparatory activities and discussions involving only the Company and its Representatives) or agree to any restrictions or conditions with respect to obtaining any Consents in connection with the Mergers and the other transactions contemplated by this Agreement without the prior written consent of Parent, other than, in each case, as expressly permitted or expressly required to be taken by the Company and its Subsidiaries pursuant to this Section 5.8. For the avoidance of doubt, all references to this Section 5.8 in this Agreement shall be deemed to include Section 5.8 of the Company Disclosure Schedules.

(f) In furtherance and not in limitation of the other covenants of the parties contained in this Section 5.8, if any administrative or judicial action or proceeding, including any proceeding by a private party, is instituted (or threatened to be instituted) challenging any transaction contemplated by this Agreement, each of the Company, Parent and the Merger Subs shall cooperate in all respects with each other and shall contest and resist any such Action or proceeding and to have vacated, lifted, reversed or overturned any Action, decree, judgment, injunction or other Order, whether temporary, preliminary or permanent, that is in effect and that prohibits, prevents or restricts consummation of the Mergers and the other transactions contemplated by this Agreement.

Section 5.9 Takeover Statute. If any "fair price," "moratorium," "control share acquisition" or other form of anti-takeover statute or regulation shall become applicable to the transactions contemplated hereby, each of the Company, Parent and Merger Subs and the members of their respective boards of directors shall grant such approvals and take such actions as are reasonably necessary so that the transactions contemplated hereby may be consummated as promptly as practicable on the terms contemplated hereby and otherwise act to eliminate or minimize the effects of such statute or regulation on the transactions contemplated hereby.

Section 5.10 Public Announcements. The Company, on the one hand, and Parent and the Merger Subs, on the other hand, shall consult with and provide each other a reasonable opportunity to review and comment on, and consider in good faith any reasonable comments by the other party on, any press release or other public statement or comment prior to the issuance of such press release or other public statement or comment relating to this Agreement or the transactions contemplated hereby and shall not issue any such press release or other public statement or comment prior to such consultation, except as may be required by applicable Law or by obligations pursuant to any listing agreement with any national securities exchange or as may be requested by a Governmental Entity; provided, that the restrictions in this Section 5.10 shall not apply (a) subject to Section 5.4, to any Company press release or other public statement regarding a Company Alternative Proposal and matters related thereto or a Company Change of Recommendation, (b) subject to Section 5.5, to any Parent press release or other public statement regarding a Parent Alternative Proposal and matters related thereto or a Parent Change of Recommendation, (c) in connection with any dispute between the parties regarding this Agreement, the Mergers or the other transactions contemplated hereby or (d) to any statements made by the Company or Parent in response to questions by the press, analysts, investors or those participating in investor calls or industry conferences, so long as such statements are consistent with information previously disclosed in previous press releases, public disclosures or public statements made by the Company and/or Parent in compliance with this Section 5.10. Parent and the Company agree to issue a joint press release as the first public disclosure of this Agreement.

Section 5.11 Indemnification and Insurance.

(a) Parent, each Merger Sub and the Company agree that, for a period of six (6) years after the First Effective Time, all rights to exculpation, indemnification and advancement of expenses now existing in favor of the current or former directors or officers, as the case may be, of the Company or its Subsidiaries as provided in their respective certificates of incorporation, bylaws or other organizational documents or in any indemnification agreements made available to Parent prior to the date of this Agreement shall survive the Mergers and shall continue at and after the First Effective Time in full force and effect. For a period of six (6) years after the First Effective Time, Parent and the Second Surviving Company shall maintain in effect the exculpation, indemnification and advancement of expenses provisions of the Company and its Subsidiaries' certificates of incorporation, bylaws or similar organizational documents in effect as of the date of this Agreement and any indemnification agreements of the Company or any of its Subsidiaries with any of their respective directors or officers made available to Parent prior to the date of this Agreement, and shall not amend, repeal or otherwise modify any such provisions in any manner that would adversely affect the rights thereunder of any individuals who at the First Effective Time were current or former directors or officers of the Company or any of its Subsidiaries; provided, that all rights to indemnification in respect of any Proceeding pending or asserted or any claim made within such period shall continue until the final disposition of such Proceeding or resolution of such claim, even if beyond such six-year period.

(b) The Second Surviving Company shall, and Parent shall cause the Second Surviving Company to, to the fullest extent permitted under applicable Law and the Company and its Subsidiaries' certificates of incorporation, bylaws or similar organizational documents in effect as of the date of this Agreement and any indemnification agreements made available to Parent prior to the date of this Agreement, indemnify and hold harmless (and advance funds in respect of each of the foregoing or any related expenses) each current and former director or officer of the Company or any of its Subsidiaries and each Person who served as a director, officer, member, trustee or fiduciary of another corporation, partnership, joint venture, trust, pension or other employee benefit plan or enterprise at the written request of the Company or its Subsidiaries (each, together with such Person's heirs, executors or administrators, and successors and assigns, an "Indemnified Party") against any costs or expenses (including reasonable attorneys' fees and expenses in advance of the final disposition of any Proceeding to each Indemnified Party), judgments, fines, losses, claims, damages, obligations, costs, liabilities and amounts paid in settlement in connection with any actual or threatened claim, action, suit, proceeding or investigation, whether civil, criminal, administrative or investigative (a "Proceeding"), arising out of, relating to or in connection with any action or omission occurring or alleged to have occurred at or prior to the First Effective Time (including acts or omissions in connection with such Persons serving as an officer, director, employee or other fiduciary of any entity if such service was at the request or for the benefit of the Company or its Subsidiaries), whether asserted or claimed prior to, at or after the First Effective Time. In the event of any such Proceeding, the Second Surviving Company shall cooperate with the Indemnified Party in the defense of any such Proceeding.

(c) For a period of six (6) years from the First Effective Time, Parent and the Second Surviving Company shall cause to be maintained in effect the current policies of directors' and officers' liability insurance and fiduciary liability insurance maintained by the Company and its Subsidiaries with respect to matters arising on or before the First Effective Time; provided, that Parent and the Second Surviving Company shall not be required to pay an aggregate annual premium in excess of 300% of the last aggregate annual premium paid by the Company prior to the date of this Agreement in respect of such coverage required to be maintained pursuant hereto, but in such case shall purchase as much coverage as reasonably practicable for such amount. In lieu of the foregoing, the Company shall, at Parent's request and in reasonable consultation with Parent, purchase, prior to the First Effective Time, six-year prepaid "tail" insurance on terms and conditions providing substantially equivalent benefits as the current policies of directors' and officers' liability and fiduciary liability insurance maintained by the Company and its Subsidiaries with respect to matters arising on or before the First Effective Time, including with respect to the transactions contemplated hereby; provided, that the Company shall not commit or spend on such "tail" insurance, in the aggregate, more than 300% of the last aggregate annual premium paid by the Company prior to the date of this Agreement for the Company's current policies of directors' and officers' liability and fiduciary liability insurance, and if the cost of such "tail" insurance would otherwise exceed such amount, the Company shall purchase, in consultation with Parent, as much coverage as reasonably practicable for up to such limit. Parent and the Second Surviving Company shall cause such insurance to be maintained in full force and effect, for its full term, and cause all obligations thereunder to be honored by the Second Surviving Company.

(d) Parent shall pay all reasonable expenses, including reasonable attorneys' fees, that may be incurred by any Indemnified Party in enforcing the indemnity and other obligations provided in this Section 5.11.

(e) The rights of each Indemnified Party hereunder shall be in addition to, and not in limitation of, any other rights such Indemnified Party may have under the certificates of incorporation, bylaws or other organizational documents of the Company, any of its Subsidiaries or the Second Surviving Company, any other indemnification arrangement, the VSCA, the VLLCA or otherwise. The provisions of this Section 5.11 shall survive the consummation of the Mergers and expressly are intended to benefit, and are enforceable by, each of the Indemnified Parties.

(f) In the event that Parent, the Second Surviving Company or any of their respective successors or assigns (i) consolidates with or merges into any other Person and shall not be the continuing or surviving

corporation or entity in such consolidation or merger or (ii) transfers all or substantially all of its properties and assets to any Person, then, and in either such case, proper provision shall be made so that the successors and assigns of Parent or the Second Surviving Company, as the case may be, shall assume their respective obligations set forth in this Section 5.11.

Section 5.12 Financing Cooperation.

(a) The Company shall use its reasonable best efforts, and shall cause each of its Subsidiaries to use its reasonable best efforts, and each of them shall use their reasonable best efforts to cause their respective Representatives to use their reasonable best efforts, to provide customary cooperation, to the extent reasonably requested by Parent in writing, in connection with the offering, arrangement, syndication, consummation, issuance or sale of any debt financing required to fund the Financing Amounts (the "Debt Financing") (provided, that such requested cooperation does not unreasonably interfere with the ongoing operations of the Company or any of its Subsidiaries), including, to the extent so requested, using reasonable best efforts to:

(i) furnish promptly to Parent the Financing Information;

(ii) assist Parent in its preparation of pro forma financial statements and pro forma information to the extent necessary or reasonably requested by Parent in connection with any Debt Financing;

(iii) provide reasonable and customary assistance to Parent in the preparation of (A) customary offering documents, offering memoranda, offering circulars, private placement memoranda, registration statements, prospectuses, syndication documents and other syndication materials, including information memoranda, lender and investor presentations, bank books and other marketing documents, and similar documents for any portion of the Debt Financing and (B) materials for rating agency presentations which, in each case, as is customary and appropriate, may incorporate by reference periodic and current reports filed by the Company with the SEC;

(iv) make senior management of the Company and its Subsidiaries available, at reasonable times and locations and upon reasonable prior notice, to participate in meetings (including one-on-one conference or virtual calls with Financing Parties and potential Financing Parties), drafting sessions, presentations, road shows, rating agency presentations and due diligence sessions and other customary syndication activities, provided, at the Company's option in consultation with Parent, any such meeting or communication may be conducted virtually by videoconference or other media;

(v) cause the Company's independent registered accounting firm to provide customary assistance, including by using reasonable best efforts to cause the Company's independent registered accounting firm (A) to provide customary comfort letters (including "negative assurance" comfort), in each case in customary form in connection with any capital markets transaction comprising a part of the Debt Financing, including at the time of pricing and closing, to the applicable Financing Parties, (B) if required, provide consents with respect to financial statements for the Company and its Subsidiaries for inclusion or incorporation by reference in documents referred to in clause (iii) of this Section 5.12(a) and (C) participate in a reasonable number of due diligence and drafting sessions; provided, at the Company's option, any such session may be conducted virtually by videoconference or other media, and including by using reasonable best efforts to provide customary representation letters to the extent required by such independent registered accounting firm in connection with the foregoing;

(vi) provide customary authorization letters authorizing the distribution of Company information to prospective lenders in connection with any syndicated bank financing;

(vii) assist in obtaining or updating corporate and facility credit ratings;

(viii) assist in the negotiation, preparation and, substantially concurrently with, conditioned upon, and effective subject to the occurrence of, the Closing, execution of any credit agreement, indenture, note, purchase agreement, underwriting agreement, guarantees and customary closing certificates, as may be reasonably requested by Parent, in each case as contemplated in connection with the Debt Financing;

(ix) cooperate with internal and external counsel of Parent in connection with providing customary back-up certificates and factual information regarding any legal opinion that such counsel may be required to deliver in connection with the Debt Financing;

(x) cooperate with the due diligence requests of Parent and providing access to documents and other information in connection with customary due diligence investigations;

(xi) deliver, prior to Closing, to the extent reasonably requested in writing in advance thereof, all documentation and other information regarding the Company and its Subsidiaries that any Financing Party reasonably determines is required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including the USA PATRIOT Act of 2001, and, to the extent required by any Financing Party, a beneficial ownership certificate (substantially similar in form and substance to the form of Certification Regarding Beneficial Owners of Legal Entity Customers published jointly, in May 2018, by the Loan Syndications and Trading Association and Securities Industry and Financial Markets Association) in respect of any of the Company or any of its Subsidiaries that qualifies as a "legal entity customer" under the Beneficial Ownership Regulation (31 C.F.R. § 1010.230);

(xii) at Parent's written request, cooperate with and use reasonable best efforts to provide all reasonable assistance to Parent with respect to (A) the prepayment of some or all amounts outstanding under the Company Existing Indebtedness, including (x) using reasonable best efforts to prepare and submit customary notices in respect of any such prepayment provided that such prepayment shall be contingent upon the occurrence of the Closing, and (y) using reasonable best efforts to obtain from the lenders or agents, as applicable, under the Company Existing Indebtedness customary payoff letters in respect of such Company Existing Indebtedness and (B) the matters set forth on Section 5.12(a)(xii) of the Company Disclosure Schedules;

(xiii) consent to the use of the Company's and its Subsidiaries' logos in connection with the Debt Financing; provided that such logos are used solely in a manner that is not intended to, nor reasonably likely to, harm or disparage the Company or its Subsidiaries or the Company's or its Subsidiaries' reputation or goodwill; and

(xiv) cause the Company and its Subsidiaries to facilitate the taking of all reasonable and customary corporate action, limited liability company action or other organizational action, as applicable, none of which shall become effective prior to the Closing, necessary to permit and/or authorize the consummation of the Debt Financing.

(b) The foregoing notwithstanding, none of the Company nor any of its Subsidiaries shall be required to take or permit the taking of any action pursuant to this Section 5.12 that would: (i) require the Company or its Subsidiaries or any persons who are officers or directors of such entities to pass resolutions or consents to approve or authorize the execution of the Debt Financing or enter into, execute or deliver any certificate, document, instrument or agreement (except for the authorization letters contemplated by Section 5.12(a)(vi)) unless (x) such officers or directors are to remain as directors and/or officers of the Company or the applicable Subsidiaries on and after the Closing Date and (2) the effectiveness thereof is contingent upon and effective after the Closing, (ii) cause any representation or warranty in this Agreement to be breached by the Company or any of its Subsidiaries, (iii) require the Company or any of its Subsidiaries to (x) pay any commitment or other similar fee prior to the Closing, (y) incur any other expense, liability or obligation which expense, liability or obligation is not reimbursed or indemnified hereunder in connection with the Debt Financing prior to the Closing or (z) have any obligation of the Company or any of its Subsidiaries under any agreement, certificate, document or instrument be effective until the Closing, (iv) cause any director, officer, employee or shareholder of the Company or any of its Subsidiaries to incur any personal liability, (v) conflict with the Organizational Documents of the Company or any of its Subsidiaries or any applicable Laws, (vi) reasonably be expected to result in a material violation or material breach of, or a default (with or without notice, lapse of time, or both) under, any material Contract to which the Company or any of its Subsidiaries is a party, (vii) provide access to or disclose information that the Company or any of its Subsidiaries determines would jeopardize any attorney-client

privilege or other applicable privilege or protection of the Company or any of its Subsidiaries, (viii) require the Company to prepare any financial statements or information (other than the Financing Information) that are not available to it and prepared in the ordinary course of its financial reporting practice, or (ix) require the Company to prepare or deliver any Excluded Information. Nothing contained in this Section 5.12 or otherwise shall require the Company or any of its Subsidiaries, prior to the Closing, to be an issuer or other obligor with respect to the Debt Financing. Parent shall, promptly on request by the Company, reimburse the Company or any of its Subsidiaries for all reasonable and documented out-of-pocket costs incurred by them or their respective Representatives in connection with such cooperation and shall indemnify and hold harmless the Company and its Subsidiaries and their respective Representatives from and against any and all losses suffered or incurred by them in connection with the arrangement of the Debt Financing, any action taken by them at the request of Parent or its representatives pursuant to this Section 5.12 and any information used in connection therewith, other than to the extent any such costs or losses are the result of the gross negligence, bad faith or willful misconduct of the Company, its Subsidiaries or their respective Representatives.

(c) The parties hereto acknowledge and agree that the provisions contained in this Section 5.12 represent the sole obligation of the Company and its Subsidiaries with respect to cooperation in connection with the offering, arrangement, syndication, consummation, issuance or sale of any Debt Financing to be obtained by Parent with respect to the transactions contemplated by this Agreement, and no other provision of this Agreement (including the exhibits and schedules hereto) shall be deemed to expand or modify such obligations. In no event shall the receipt or availability of any funds or financing (including the Debt Financing) by Parent or any of its Affiliates or any other financing or other transactions be a condition to any of Parent's obligations under this Agreement. Notwithstanding anything to the contrary contained in this Agreement, the Company's breach of any of the covenants required to be performed by it under this Section 5.12 shall not be considered in determining the satisfaction of the condition set forth in Section 6.3(b), unless such breach is the primary cause of Parent being unable to obtain the proceeds of the Debt Financing at the Closing.

(d) All non-public or otherwise confidential information regarding the Company or any of its Affiliates obtained by Parent or its Representatives pursuant to this Section 5.12 shall be kept confidential in accordance with the Confidentiality Agreement; provided, that Parent shall be permitted to disclose such information to (i) prospective lenders and investors during syndication and marketing of the Debt Financing that agree to confidentiality undertakings customary for financing transactions of investment grade borrowers (including customary "click-through" confidentiality undertakings and confidentiality provisions contained in customary confidential information memoranda or other offering memoranda), (ii) on a confidential basis to rating agencies, (iii) in the case of any part of the Debt Financing consisting of debt securities, to the extent required to be included in any prospectus, private placement memorandum or other similar offering document in connection with the Debt Financing and (v) otherwise to the extent necessary and consistent with customary practices in connection with the Debt Financing subject to customary confidentiality arrangements reasonably satisfactory to the Company.

Section 5.13 Financing. Parent shall use its reasonable best efforts, and shall cause each of its Subsidiaries to use its reasonable best efforts, to take, or cause to be taken, all actions, and do, or cause to be done, all things necessary, proper or advisable to obtain funds sufficient to fund the Financing Amounts at or before the Closing. Parent shall keep the Company informed on a reasonably current basis of the status of its efforts to obtain funds sufficient to fund the Financing Amounts. The foregoing notwithstanding, compliance by Parent with this Section 5.13 shall not relieve Parent of its obligations to consummate the transactions contemplated by this Agreement whether or not the Debt Financing or any other financing is available.

Section 5.14 Stock Exchange De-listing; 1934 Act Deregistration Stock Exchange Listing.

(a) The Company shall cooperate with Parent and use its reasonable best efforts to take, or cause to be taken, all actions reasonably necessary, proper or advisable on its part under applicable Laws and rules and

policies of the NYSE and the SEC to enable the de- listing by the Second Surviving Company of the Company Common Stock from the NYSE and the deregistration of the Company Common Stock under the Exchange Act as promptly as practicable after the First Effective Time.

(b) Parent shall use its reasonable best efforts to cause the shares of Parent Common Stock to be issued in the First Merger to be approved for listing on the NYSE, subject to official notice of issuance, prior to the First Effective Time.

Section 5.15 Rule 16b-3. Prior to the First Effective Time, the Company and Parent, and the Company Board and the Parent Board (or duly formed committees thereof consisting of non-employee directors (as such term is defined for the purposes of Rule 16b-3 promulgated under the Exchange Act)), shall take such actions as may be reasonably necessary or advisable to cause any dispositions of Company equity securities and any acquisition of Parent equity securities (in each case including derivative securities) pursuant to the transactions contemplated by this Agreement by each individual who is subject to the reporting requirements of Section 16(a) of the Exchange Act with respect to the Company or Parent to be exempt under Rule 16b-3 promulgated under the Exchange Act.

Section 5.16 Shareholder Litigation. Each of the Company and Parent shall keep the other reasonably informed of, and cooperate with such party in connection with, any shareholder litigation or claim against such party and/or its directors or officers relating to the Mergers or the other transactions contemplated by this Agreement. Without limiting the foregoing, the Company shall give Parent a reasonable opportunity to participate in the defense or settlement of any such litigation or claim and the Company shall not compromise or settle, or agree to compromise or settle, any shareholder litigation or claim arising or resulting from the transactions contemplated by this Agreement without the prior written consent of Parent (which shall not be unreasonably withheld, conditioned or delayed).

Section 5.17 Certain Tax Matters.

(a) The parties shall (and shall cause their respective Subsidiaries to) (i) use their respective reasonable best efforts to cause the Mergers, taken together, to qualify as a reorganization within the meaning of Section 368(a) of the Code and (ii) not take any action or fail to take any action if such action or such failure is intended or could reasonably be expected to prevent or impede the Mergers, taken together, from qualifying as a "reorganization" within the meaning of Section 368(a) of the Code. Parent and the Company intend to report, and intend to cause their respective Subsidiaries to report, the Mergers, taken together, as a reorganization within the meaning of Section 368(a) of the Code.

(b) Each of Parent and the Company will, upon reasonable request by the other, use their respective reasonable best efforts and reasonably cooperate with one another in connection with the issuance to Parent or the Company of an opinion of external counsel relating to the Intended Tax Treatment (including if the SEC requires an opinion regarding the Intended Tax Treatment to be prepared and submitted in connection with the declaration of effectiveness of the Proxy Statement/Prospectus, such opinion to be prepared by Wachtell, Lipton, Rosen and Katz (or such other counsel as may be reasonably acceptable to each of Parent and the Company)). In connection with the foregoing, each of Parent and the Company shall use reasonable best efforts to deliver to the relevant counsel, upon reasonable request therefore, certificates (dated as of the necessary date and signed by an officer of the Company or Parent, as applicable), in form and substance reasonably acceptable to such counsel, containing customary representations reasonably necessary or appropriate for such counsel to render such opinion.

(c) Parent shall promptly notify the Company if, at any time before the First Effective Time, Parent becomes aware of the existence of any fact or circumstance that could reasonably be expected to prevent or impede the Mergers, taken together, from qualifying as a "reorganization" within the meaning of Section 368(a) of the Code.

(d) The Company shall promptly notify Parent if, at any time before the First Effective Time, the Company becomes aware of the existence of any fact or circumstance that could reasonably be expected to prevent or impede the Mergers, taken together, from qualifying as a "reorganization" within the meaning of Section 368(a) of the Code.

Section 5.18 Dividends. The Company shall coordinate with Parent the declaration, setting of record dates and payment dates of dividends on shares of Company Common Stock, subject to applicable Law and the approval of the Company Board and the Parent Board, as applicable, so that holders of shares of Company Common Stock do not receive dividends both on shares of Company Common Stock and Parent Common Stock received in the Mergers in respect of any calendar quarter or fail to receive a dividend on one of either shares of Company Common Stock or Parent Common Stock received in the Mergers for any calendar quarter.

Section 5.19 Merger Sub Shareholder Approvals. Promptly following the execution of this Agreement, Parent (in its capacity as sole shareholder of the Merger Subs) shall execute and deliver, in accordance with applicable Law and the applicable Merger Sub's articles of incorporation, articles of organization and bylaws, as applicable, a written consent approving and adopting this Agreement and the transactions contemplated thereby.

Section 5.20 Treatment of Company Existing Indebtedness. The Company shall use reasonable best efforts to deliver to Parent, at least four (4) Business Days prior to the Closing Date, drafts of, and on or prior to the Closing Date, executed copies of, customary payoff letters from the agent or lenders, as applicable, under the Company Existing Indebtedness (a) setting forth the amount required to pay off in full on the Closing Date the indebtedness and other obligations outstanding under the Company Existing Indebtedness and all other related loan documents (including, but not limited to, the outstanding principal, accrued and unpaid interest and prepayment and other penalties) (the "Payoff Amount"), (b) setting forth the wire transfer instructions for the payment of the Payoff Amount and (c) terminating the Company Existing Indebtedness and all other related loan documents, in each case, automatically upon receipt of the Payoff Amount. The Company shall, and shall cause its Subsidiaries to, use reasonable best efforts (in each case subject to the payment of the Payoff Amount) (x) to deliver to Parent (or the agent or lenders, as applicable, under the Company Existing Indebtedness, in the case of prepayment and termination notices) on or prior to the Closing (or on or prior to the date required under the Company Existing Indebtedness, in the case of prepayment and termination notices), in customary form, all the documents, filings and notices required for the termination of the Company Existing Indebtedness.

Section 5.21 Transition. In order to facilitate the integration and the operations of the Company and Parent and their respective Subsidiaries and to permit the coordination of their related operations on a timely basis after the First Effective Time, and in an effort to accelerate to the earliest time possible after the First Effective Time the realization of synergies, operating efficiencies and other benefits expected to be realized as a result of the Mergers, the parties shall promptly after the date of this Agreement establish a transition planning team (the "Transition Team"), which shall consist of members of senior management of each of the Company and Parent and be responsible for facilitating a transition and integration planning process to ensure the successful combination of the operations of Parent and the Company. Subject to applicable Law, the Transition Team shall be responsible for developing and implementing a detailed action plan for the combination of the businesses from and after the First Effective Time and shall (i) confer on a regular and continued basis regarding the status of the transition and integration planning process (with reasonable frequency), (ii) communicate and consult with its members with respect to the manner in which the respective businesses will be conducted from and after the First Effective Time and (iii) coordinate human resources, information technology, operations (including rail network planning), finance and accounting integration. Parent shall consider in good faith the recommendations of the Transition Team in implementing the integration.

ARTICLE 6

CONDITIONS TO THE MERGERS

Section 6.1 Conditions to Obligation of Each Party to Effect the Mergers. The respective obligations of each party to effect the Mergers shall be subject to the satisfaction (or waiver by Parent and the Company to the extent permitted by applicable Law) at or prior to the Closing of the following conditions:

(a) The Company Shareholder Approval shall have been obtained. (b) The Parent Shareholder Approval shall have been obtained.

(c) The Registration Statement shall have become effective in accordance with the provisions of the Securities Act and no stop order suspending the effectiveness of the Registration Statement shall have been issued by the SEC and remain in effect and no proceeding to that effect shall have been commenced.

(d) No injunction or similar Order by any court or other Governmental Entity of competent jurisdiction shall have been entered and shall continue to be in effect that prohibits or makes illegal the consummation of the Mergers.

(e) All Requisite Regulatory Approvals shall have been obtained and shall remain in full force and effect and all statutory waiting periods in respect thereof shall have expired or been terminated.

(f) The shares of Parent Common Stock to be issued in the First Merger shall have been approved for listing on the NYSE, subject to official notice of issuance.

Section 6.2 Conditions to Obligation of the Company to Effect the Mergers. The obligation of the Company to effect the Mergers is further subject to the satisfaction (or waiver by the Company to the extent permitted by applicable Law) of the following conditions:

(a) (i) The representations and warranties of Parent and each Merger Sub set forth in Section 4.2(a) and Section 4.17 shall be true and correct, at and as of the date of this Agreement and at and as of Closing, as if made at and as of such time (except to the extent expressly made as of an earlier date, in which case as of such date), in each case, except for *de minimis* inaccuracies; (ii) the representations and warranties of Parent and each Merger Sub set forth in Section 4.11(a) shall be true and correct in all respects, at and as of the date of this Agreement and at and as of Closing, as if made at and as of such time; (iii) the representations and warranties of Parent and each Merger Sub set forth in the first sentence of Section 4.1(a), Section 4.2(b), Section 4.3(a), Section 4.3(b) and Section 4.19 shall be true and correct in all material respects, at and as of the date of this Agreement and at and as of Closing, as if made at and as of such time (except to the extent expressly made as of an earlier date, in which case as of such date); and (iv) the other representations and warranties of Parent and each Merger Sub set forth in Article 4 shall be true and correct at and as of the date of this Agreement and at and as of Closing, as if made at and as of such time (except to the extent expressly made as of an earlier date, in which case as of such date), except with respect to this clause (iv) where the failure of such representations and warranties to be so true and correct (for purposes of this Section 6.2(a), without giving effect to any materiality, Parent Material Adverse Effect or similar qualifications therein, other than in Section 4.11(a)) would not have or would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect.

(b) Parent and each Merger Sub shall have performed in all material respects all obligations and complied in all material respects with all covenants required by this Agreement to be performed or complied with by them prior to the Closing.

(c) Since the date of this Agreement, there shall not have occurred any event, change, occurrence, effect or development that has had, or is reasonably likely to have, a Parent Material Adverse Effect that is continuing.

(d) Parent shall have delivered to the Company a certificate, dated as of the Closing Date and signed by its Chief Executive Officer or another senior officer, certifying to the effect that the conditions set forth in Section 6.2(a), Section 6.2(b) and Section 6.2(c) have been satisfied.

Section 6.3 Conditions to Obligations of Parent and Merger Subs to Effect the Mergers. The obligations of Parent and each Merger Sub to effect the Mergers are further subject to the satisfaction (or waiver by Parent to the extent permitted by applicable Law) of the following conditions:

(a) (i) The representations and warranties of the Company set forth in Section 3.2(a) (other than the last sentence thereof) shall be true and correct, at and as of the date of this Agreement and at and as of Closing, as if made at and as of such time (except to the extent expressly made as of an earlier date, in which case as of such date), except for *de minimis* inaccuracies; (ii) the representations and warranties of the Company set forth in Section 3.14(a) shall be true and correct in all respects, at and as of the date of this Agreement and at and as of Closing, as if made at and as of such time; (iii) the representations and warranties of the Company set forth in the first sentence of Section 3.1(a), Section 3.2(b), Section 3.3(a), Section 3.3(b) and Section 3.27 shall be true and correct in all material respects, at and as of the date of this Agreement and at and as of Closing, as if made at and as of such time (except to the extent expressly made as of an earlier date, in which case as of such date); and (iv) the other representations and warranties of the Company set forth in Article 3 shall be true and correct in all respects at and as of the date of this Agreement and at and as of Closing, as if made at and as of such time (except to the extent expressly made as of an earlier date, in which case as of such date), except with respect to this clause (iv) where the failure of such representations and warranties to be so true and correct (for purposes of this Section 6.3(a), without giving effect to any materiality, Company Material Adverse Effect or similar qualifications therein, other than in Section 3.14(a) and Section 3.23) would not have or would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect.

(b) The Company shall have performed in all material respects all obligations and complied in all material respects with all covenants required by this Agreement to be performed or complied with by it prior to the Closing.

(c) Since the date of this Agreement, there shall not have occurred any event, change, occurrence, effect or development that has had, or is reasonably likely to have, a Company Material Adverse Effect that is continuing.

(d) The Company shall have delivered to Parent a certificate, dated as of the Closing Date and signed by its Chief Executive Officer or another senior officer, certifying to the effect that the conditions set forth in Section 6.3(a), Section 6.3(b) and Section 6.3(c) have been satisfied.

(e) No Requisite Regulatory Approvals shall have resulted in the imposition, individually or in the aggregate, of any Materially Burdensome Regulatory Condition.

(f) No injunction or similar Order by any court or other Governmental Entity of competent jurisdiction shall have been entered and shall continue to be in effect that imposes, individually or in the aggregate, a Materially Burdensome Regulatory Condition.

Section 6.4 Frustration of Closing Conditions. No party hereto may rely, either as a basis for not consummating the Mergers or terminating this Agreement and abandoning the Mergers, on the failure of any condition set forth in Section 6.1, Section 6.2 or Section 6.3, as the case may be, to be satisfied if such failure was caused by such party's material breach of any covenant or agreement of this Agreement.

ARTICLE 7

TERMINATION

Section 7.1 Termination or Abandonment. This Agreement may be terminated and abandoned prior to the First Effective Time, whether before or after any approval by the shareholders of the Company or the shareholders of Parent of the matters presented in connection with the Mergers:

(a) by the mutual written consent of the Company and Parent;

(b) by either the Company or Parent, if:

(i) (A) the First Effective Time shall not have occurred on or before January 28, 2028 (the "End Date") and (B) the party seeking to terminate this Agreement pursuant to this Section 7.1(b)(i) shall not have breached in any material respect its obligations under this Agreement in any manner that has been the primary cause of the failure to consummate the Mergers on or before such date; provided that, to the extent the condition to Closing set forth in Section 6.1(e) has not been satisfied or waived on or prior to the End Date, but all other conditions to Closing set forth in Article 6 have been satisfied or waived (except for Section 6.1(f) and those conditions that by their nature are to be satisfied at the Closing), the End Date shall be automatically extended by the aggregate number of days (if any) during which the process for obtaining the STB Approval following the prefiling notification pursuant to 49 C.F.R. § 1180.4(b) is extended due to (i) any Order by the STB requiring Parent and/or Company to submit additional information or (ii) the regulatory or statutory deadlines associated with the process for obtaining the STB Approval being suspended, tolled, or extended for any reason, and after having given effect to any extension under the foregoing clause (i) or (ii), for three (3) additional Business Days;

(ii) any Governmental Entity of competent jurisdiction shall have issued or entered an injunction or similar Order permanently enjoining or prohibiting the consummation of the Mergers, and such injunction or Order shall have become final and non-appealable; provided, that the party seeking to terminate this Agreement pursuant to this Section 7.1(b)(ii) shall not have breached in any material respect its obligations under this Agreement in any manner that has been the primary cause of such injunction or Order;

(iii) if the Company Shareholder Meeting (after giving effect to any adjournments or postponements thereof) shall have been held and been concluded and the Company Shareholder Approval shall not have been obtained; or

(iv) if the Parent Shareholder Meeting (after giving effect to any adjournments or postponements thereof) shall have been held and been concluded and the Parent Shareholder Approval shall not have been obtained;

(c) by the Company:

(i) if Parent or either Merger Sub shall have breached or failed to perform any of their representations, warranties, covenants or other agreements contained in this Agreement, which breach or failure to perform (A) would result in a failure of a condition set forth in Section 6.2(a) or Section 6.2(b) and (B) cannot be cured by the End Date or, if curable, is not cured within forty-five (45) Business Days following the Company's delivery of written notice to Parent stating the Company's intention to terminate this Agreement pursuant to this Section 7.1(c)(i) and the basis for such termination; provided, that the Company shall not have a right to terminate this Agreement pursuant to this Section 7.1(c)(i) if the Company is then in material breach of any representation, warranty, agreement or covenant contained in this Agreement;

(ii) prior to the receipt of the Parent Shareholder Approval, if the Parent Board shall have effected a Parent Change of Recommendation; or

(iii) prior to the receipt of the Parent Shareholder Approval, if Parent shall have materially breached Section 5.5;

(d) by Parent:

(i) if the Company shall have breached or failed to perform any of its representations, warranties, covenants or other agreements contained in this Agreement, which breach or failure to perform (A) would result in a failure of a condition set forth in Section 6.3(a) or Section 6.3(b) and (B) cannot be cured by the End Date or, if curable, is not cured within forty-five (45) Business Days following Parent's delivery of written notice to the Company stating Parent's intention to terminate this Agreement pursuant to this Section 7.1(d)(i) and the basis for such termination; provided, that Parent shall not have a right to terminate this Agreement pursuant to this Section 7.1(d)(i) if Parent or either Merger Sub is then in material breach of any representation, warranty, agreement or covenant contained in this Agreement;

(ii) prior to the receipt of the Company Shareholder Approval, if the Company Board shall have effected a Company Change of Recommendation; or

(iii) prior to the receipt of the Company Shareholder Approval, if the Company shall have materially breached Section 5.4.

Section 7.2 Effect of Termination. In the event of a valid termination of this Agreement pursuant to Section 7.1, the terminating party shall forthwith give written notice thereof to the other party or parties and this Agreement shall terminate, and the transactions contemplated hereby shall be abandoned, without further action by any of the parties hereto. In the event of a valid termination of this Agreement pursuant to Section 7.1, this Agreement shall forthwith become null and void and there shall be no liability or obligation on the part of the Company, Parent, either Merger Sub or their respective Subsidiaries or Affiliates, except that: (i) no such termination shall relieve any party of its obligation to pay the Company Termination Fee, the Parent Termination Fee or the Regulatory Termination Fee, as applicable, if, as and when required pursuant to Section 7.3; (ii) no such termination shall relieve any party for liability for such party's fraud or willful and material breach of any covenant or obligation contained in this Agreement prior to its termination (in which case the aggrieved party shall be entitled to seek all rights and remedies available at law or in equity, including for the avoidance of doubt, in the case of the Company, damages based on the loss of premium offered to each holder of Company Common Stock, which damages the Company shall be entitled to retain); and (iii) the Confidentiality Agreement, the provisions of the last sentence of Section 5.12(b) and the provisions of Section 5.3(c), Section 5.12(c), this Section 7.2, Section 7.3 and Article 8 shall survive the termination hereof.

Section 7.3 Termination Fees.

(a) Company Termination Fee. If (A) this Agreement is terminated by Parent pursuant to Section 7.1(d)(ii), (B) this Agreement is terminated by the Company or Parent pursuant to Section 7.1(b)(iii) at a time when Parent had the right to terminate pursuant to Section 7.1(d)(ii), or (C) (x) after the date of this Agreement, a Company Alternative Proposal (substituting in the definition thereof "50%" for "10%" in each place each such term appears) is publicly proposed or publicly disclosed, and not publicly withdrawn at least two (2) Business Days, prior to the Company Shareholder Meeting (a "Company Qualifying Transaction"), (y) this Agreement is terminated by (1) the Company or Parent pursuant to Section 7.1(b)(iii) or, solely if the Company Shareholder Approval has not been obtained, Section 7.1(b)(i), or (2) Parent pursuant to Section 7.1(d)(i), and (z) concurrently with or within twelve (12) months after such termination, the Company (1) consummates a Company Qualifying Transaction or (2) enters into a definitive agreement providing for a Company Qualifying Transaction and later consummates such Company Qualifying Transaction, then the Company shall pay to Parent in consideration of Parent disposing of its rights hereunder (other than those rights set out in Section 7.2), by wire transfer of immediately available funds to an account designated in writing by Parent, a fee of $2,500,000,000 (two billion five hundred million dollars) in cash (the "Company Termination Fee"), such payment to be made, in the case of clause (A) above, within two (2) Business Days after such termination; in the case of clause (B) above, with respect to a termination by Parent, within two (2) Business Days after such termination, or with respect to a termination by the Company, concurrently with such termination; or in the case of clause (C) above, within two (2) Business Days after the consummation of such Company Qualifying Transaction; it being

understood that in no event shall the Company be required to pay the Company Termination Fee on more than one occasion. On the payment by the Company of the Company Termination Fee as and when required by this Section 7.3(a), none of the Company, its Subsidiaries or their respective former, current or future officers, directors, partners, shareholders, managers, members, Affiliates and Representatives shall have any further liability with respect to this Agreement or the transactions contemplated hereby to Parent, either Merger Sub or their respective Affiliates or Representatives, except to the extent provided in Section 7.2.

(b) Parent Termination Fees.

(i) If this Agreement is terminated by the Company or Parent pursuant to any of (A) Section 7.1(b)(i), and at the time of such termination, (1) one or more of the conditions set forth in Section 6.1(d) (solely as a result of an injunction or Order entered or issued by a Governmental Entity pursuant to any Railroad Law, Antitrust Law or similar Law), Section 6.1(e), Section 6.3(e) or Section 6.3(f) has not been satisfied or waived and (2) all of the other conditions set forth in Section 6.1 and Section 6.3 have been satisfied or waived (except for Section 6.1(f) and those conditions that by their nature are to be satisfied at the Closing; provided, that such conditions were then capable of being satisfied if the Closing had taken place), or (B) Section 7.1(b)(ii) (solely as the result of a final and non-appealable Order entered or issued by a Governmental Entity pursuant to any Railroad Law, Antitrust Law or similar Law), then Parent shall pay to the Company in consideration of the Company disposing of its rights hereunder (other than those rights set out in Section 7.2), by wire transfer of immediately available funds to an account designated in writing by the Company, a fee of $2,500,000,000 (two billion five hundred million dollars) in cash (the "Regulatory Termination Fee"), with such payment to be made within three (3) Business Days of such termination.

(ii) If (A) this Agreement is terminated by the Company pursuant to Section 7.1(c)(ii), (B) this Agreement is terminated by the Company or Parent pursuant to Section 7.1(b)(iv) at a time when the Company had the right to terminate pursuant to Section 7.1(c)(ii), or (C) (x) after the date of this Agreement, a Parent Alternative Proposal (substituting in the definition thereof "50%" for "10%" in each place each such term appears) is publicly proposed or publicly disclosed, and not publicly withdrawn at least two (2) Business Days, prior to the Parent Shareholder Meeting (a "Parent Qualifying Transaction"), (y) this Agreement is terminated by (1) the Company or Parent pursuant to Section 7.1(b)(iv) or, solely if the Parent Shareholder Approval has not been obtained, Section 7.1(b)(i), or (2) the Company pursuant to Section 7.1(c)(i), and (z) concurrently with or within twelve (12) months after such termination, Parent (1) consummates a Parent Qualifying Transaction or (2) enters into a definitive agreement providing for a Parent Qualifying Transaction and later consummates such Parent Qualifying Transaction, then Parent shall pay to the Company in consideration of the Company disposing of its rights hereunder (other than those rights set out in Section 7.2), by wire transfer of immediately available funds to an account designated in writing by the Company, a fee of $2,500,000,000 (two billion five hundred million dollars) in cash (the "Parent Termination Fee"), such payment to be made, in the case of clause (A) above, within two (2) Business Days after such termination; in the case of clause (B) above, with respect to a termination by the Company, within two (2) Business Days after such termination, or with respect to a termination by Parent, concurrently with such termination; or in the case of clause (C) above, within two (2) Business Days after the consummation of such Parent Qualifying Transaction; it being understood that in no event shall Parent be required to pay both the Parent Termination Fee and the Regulatory Termination Fee or either of the Parent Termination Fee or the Regulatory Termination Fee on more than one occasion.

(c) Acknowledgments. Each party acknowledges that the agreements contained in this Section 7.3 are an integral part of this Agreement and that, without Section 7.3(a), Parent would not have entered into this Agreement and that, without Section 7.3(b), the Company would not have entered into this Agreement. Accordingly, if the Company or Parent fails to promptly pay any amount due pursuant to this Section 7.3, the Company or Parent, as applicable, shall pay to Parent or the Company, respectively, all fees, costs and expenses of enforcement (including attorneys' fees as well as expenses incurred in connection with any action initiated seeking such payment), together with interest on the amount of the Company Termination Fee, the Parent

Termination Fee or the Regulatory Termination Fee, as applicable, at the prime lending rate as published in the *Wall Street Journal*, in effect on the date such payment is required to be made. Notwithstanding anything to the contrary in this Agreement, the parties hereby acknowledge that in the event that the Company Termination Fee, the Parent Termination Fee or the Regulatory Termination Fee becomes payable by, and is paid by, the Company to Parent or Parent to the Company, as applicable, such Company Termination Fee, Parent Termination Fee or Regulatory Termination Fee, as applicable shall be the receiving party's sole and exclusive remedy pursuant to this Agreement. The parties further acknowledge that none of the Company Termination Fee, the Parent Termination Fee or the Regulatory Termination Fee shall constitute a penalty but is in consideration for a disposition of the rights of the recipient under this Agreement and represents liquidated damages, in a reasonable amount that will compensate Parent or the Company, as applicable, in the circumstances (which do not involve fraud or willful and material breach by the other party of this Agreement) in which the Company Termination Fee, the Parent Termination Fee or the Regulatory Termination Fee, as applicable, is payable for the efforts and resources expended and opportunities foregone while negotiating this Agreement and in reliance on this Agreement and on the expectation of the consummation of the Mergers, which amount would otherwise be impossible to calculate with precision. The parties further acknowledge that the right to receive the Company Termination Fee, the Parent Termination Fee or the Regulatory Termination Fee, as applicable, shall not limit or otherwise affect any such party's right to specific performance as provided in Section 8.5.

ARTICLE 8

MISCELLANEOUS

Section 8.1 No Survival of Representations and Warranties. None of the representations, warranties, covenants and agreements in this Agreement or in any instrument delivered pursuant to this Agreement shall survive the consummation of the Mergers, except for covenants and agreements that contemplate performance after the First Effective Time or otherwise expressly by their terms survive the First Effective Time.

Section 8.2 Expenses. Except as set forth in Section 5.11, Section 5.12 or Section 7.3, whether or not the Mergers are consummated, all costs and expenses incurred in connection with the Mergers, this Agreement and the transactions contemplated hereby shall be paid by the party incurring or required to incur such expenses, except that all filing fees paid by any party in respect of any regulatory filing (including any and all filings under the Antitrust Laws and/or in respect of the Company Approvals or Parent Approvals) shall be borne by Parent. Except as otherwise provided in Section 2.2(b)(ii), all transfer, documentary, sales, use, stamp, registration and other similar Taxes and fees imposed with respect to, or as a result of, the Mergers shall be borne by Parent, the First Surviving Corporation or the Second Surviving Company, and expressly shall not be a liability of holders of Company Common Stock.

Section 8.3 Counterparts; Effectiveness. This Agreement may be executed in counterparts (including by electronic mail in "portable document format" (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document), each of which shall be an original, with the same effect as if the signatures thereto and hereto were on the same instrument. This Agreement shall become effective when one or more counterparts have been signed by each of the parties and delivered (by telecopy, facsimile, electronic mail or otherwise as authorized by the prior sentence) to the other parties.

Section 8.4 Governing Law; Jurisdiction. This Agreement shall be deemed to be made in and in all respects shall be governed by, interpreted and construed in accordance with the laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware (except that matters relating to the fiduciary duties of (x) the Company Board shall be subject to the laws of the State of Virginia and (y) the Parent Board shall be subject to the laws of the State of Utah). In addition, each of the parties hereto irrevocably agrees that any legal action or proceeding with respect to this Agreement and the

rights and obligations arising hereunder, or for recognition and enforcement of any judgment in respect of this Agreement and the rights and obligations arising hereunder brought by the other party hereto or its successors or assigns, shall be brought and determined exclusively in the Delaware Court of Chancery or (and only if) such court finds it lacks subject matter jurisdiction, the Superior Court of the State of Delaware (Complex Commercial Division) provided that if the subject matter over the matter is the subject of the action or proceeding is vested exclusively in the United States federal courts, such action or proceeding shall be heard in the United States District Court for the District of Delaware (the "Chosen Courts"). Each of the parties hereto hereby irrevocably submits with regard to any such action or proceeding for itself and in respect of its property, generally and unconditionally, to the personal jurisdiction of the Chosen Courts and agrees that it shall not bring any action relating to this Agreement or any of the transactions contemplated by this Agreement in any court other than the Chosen Courts. Each of the parties hereto hereby irrevocably waives, and agrees not to assert as a defense, counterclaim or otherwise, in any action or proceeding with respect to this Agreement, (a) any claim that it is not personally subject to the jurisdiction of the Chosen Courts, (b) any claim that it or its property is exempt or immune from the jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (c) to the fullest extent permitted by the applicable Law, any claim that (i) the Action in such court is brought in an inconvenient forum, (ii) the venue of such Action is improper or (iii) this Agreement, or the subject matter hereof, may not be enforced in or by such courts. Each party hereto irrevocably consents to service of process inside or outside the territorial jurisdiction of the courts referred to in this Section 8.4 in the manner provided for notices in Section 8.7. Nothing in this Agreement shall affect the right of any party hereto to serve process in any other manner permitted by applicable Law.

Section 8.5 Specific Enforcement.

(a) The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. Each party agrees that, in the event of any breach or threatened breach by any other party of any covenant or obligation contained in this Agreement, the non-breaching party shall be entitled (in addition to any other remedy that may be available to it whether in law or equity, including monetary damages) to obtain (i) a decree or order of specific performance to enforce the observance and performance of such covenant or obligation and (ii) an injunction restraining such breach or threatened breach.

(b) Each party further agrees that no other party or any other Person shall be required to obtain, furnish or post any bond or similar instrument in connection with or as a condition to obtaining any remedy referred to in this Section 8.5, and each party irrevocably waives any right it may have to require the obtaining, furnishing or posting of any such bond or similar instrument.

Section 8.6 WAIVER OF JURY TRIAL. EACH OF THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY MAKES THIS WAIVER VOLUNTARILY AND SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS CONTAINED IN THIS SECTION 8.6.

Section 8.7 Notices. Any notice required to be given hereunder shall be sufficient if in writing, and sent by email by reliable overnight delivery service (with proof of service), hand delivery or certified or registered mail (return receipt requested and first-class postage prepaid), addressed as follows:

To Parent or the Merger Subs:

Union Pacific Corporation
1400 Douglas Street, Stop 1580
Omaha, Nebraska 68179

Attention: V. James Vena
Christina B. Conlin

Email: JimVena@up.com
Christina.Conlin@up.com

with a copy (which shall not constitute notice) to:

Skadden, Arps, Slate, Meagher & Flom LLP
One Manhattan West
New York, NY 10001
Attention: Paul T. Schnell, Esq.
Brandon Van Dyke, Esq.
Dohyun Kim, Esq.
Email: Paul.Schnell@skadden.com
Brandon.VanDyke@skadden.com
Dohyun.Kim@skadden.com

And a copy (which shall not constitute notice) to:

Covington & Burling LLP
One CityCenter
850 Tenth Street, NW
Washington, DC 20001
Attention: Derek Ludwin, Esq.
Michael L. Rosenthal, Esq.
Email: dludwin@cov.com
mrosenthal@cov.com

To the Company:

Norfolk Southern Corporation
650 West Peachtree Street NW
Atlanta, Georgia 30308-1925
Attention: Mark R. George
Jason M. Morris
Email: Mark.George@nscorp.com
Jason.Morris2@nscorp.com

with a copy (which shall not constitute notice) to:

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, New York 10019
Attention: Edward D. Herlihy, Esq.
Jacob A. Kling, Esq.
Email: EDHerlihy@wlrk.com
JAKling@wlrk.com

or to such other address as a party shall specify by written notice so given, and such notice shall be deemed to have been delivered (a) when sent by email, (b) on proof of service when sent by reliable overnight delivery service, (c) on personal delivery in the case of hand delivery or (d) on receipt of the return receipt when sent by certified or registered mail. Any party to this Agreement may notify any other party of any changes to the address or any of the other details specified in this Section 8.7; provided, that such notification shall only be effective on the date specified in such notice or two (2) Business Days after the notice is given, whichever is later.

Section 8.8 Assignment; Binding Effect. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other parties. Subject to the preceding sentence, this Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

Section 8.9 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the sole extent of such invalidity or unenforceability without rendering invalid or unenforceable the remainder of such term or provision or the remaining terms and provisions of this Agreement in any jurisdiction.

If any provision of this Agreement is so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable.

Section 8.10 Entire Agreement; No Third-Party Beneficiaries. This Agreement (including the exhibits and schedules hereto), the Confidentiality Agreement and the Clean Team Agreement constitute the entire agreement, and supersede all other prior agreements and understandings, both written and oral, between the parties, or any of them, with respect to the subject matter hereof and thereof. Except for (a) the provisions of Article 2 (which, from and after the First Effective Time, shall be for the benefit of holders of the Company Common Stock (including Company Equity Awards) as of immediately prior to the First Effective Time), Section 5.11 (which, from and after the First Effective Time, shall be for the benefit of the Indemnified Parties), and the provisions of the last sentence of Section 5.12(b) (which shall be for the benefit of the express beneficiaries thereof) and (b) the rights of the Company, on behalf of the Company's shareholders (each of which are third party beneficiaries of this Agreement to the extent required for the provision to be enforceable), and the rights of Parent, on behalf of Parent's shareholders (each of which are third party beneficiaries of this Agreement to the extent required for this provision to be enforceable), to pursue specific performance as set forth in Section 8.5 or, if specific performance is not sought or granted as a remedy, seek damages (in which case the aggrieved party shall be entitled to seek all rights and remedies available at law or in equity, including for the avoidance of doubt, in the case of the Company, damages based on the loss of premium offered to each holder of Company Common Stock, which damages the Company shall be entitled to retain) in the event of fraud or willful and material breach of any provision of this Agreement (it being agreed that in no event shall any shareholder of the Company or Parent be entitled to enforce any of their rights, or any of the parties' obligations, under this Agreement directly in the event of any such breach, but rather that (x) the Company shall have the sole and exclusive right to do so in its sole and absolute discretion, as agent for the Company's shareholders, and (y) Parent shall have the sole and exclusive right to do so in its sole and absolute discretion, as agent for the Parent shareholders, and the Company or Parent, as applicable, may retain any amounts obtained in connection therewith), this Agreement is for the sole benefit of the parties hereto and their permitted assigns and nothing herein is intended to and shall not confer on any Person other than the parties hereto any rights or remedies hereunder. The representations and warranties in this Agreement are the product of negotiations among the parties. Any inaccuracies in such representations and warranties are subject to waiver by the parties in accordance with Section 8.11 without notice or liability to any other Person. In some instances, the representations and warranties in this Agreement may represent an allocation among the parties of risks associated with particular matters regardless of the knowledge of any of the parties. Consequently, Persons other than the parties may not rely upon the representations and warranties in this Agreement as characterizations of actual facts or circumstances as of the date of this Agreement or as of any other date.

Section 8.11 Amendments; Waivers. At any time prior to the First Effective Time, whether before or after receipt of the Company Shareholder Approval and the Parent Shareholder Approval, any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by the Company, Parent and each Merger Sub, or in the case of a waiver, by the party against whom the waiver is to be effective; provided, that (a) after receipt of the Company Shareholder Approval, if any such amendment or waiver shall by applicable Law or in accordance with the rules and regulations of the NYSE require further approval of the shareholders of the Company, the effectiveness of such amendment or

waiver shall be subject to the approval of the shareholders of the Company and (b) after receipt of the Parent Shareholder Approval, if any such amendment or waiver shall by applicable Law or in accordance with the rules and regulations of the NYSE require further approval of the shareholders of Parent, the effectiveness of such amendment or waiver shall be subject to the approval of the shareholders of Parent. The foregoing notwithstanding, no failure or delay by any party in exercising any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise of any other right hereunder. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by Law.

Section 8.12 Headings. Headings of the Articles and Sections of this Agreement are for convenience of the parties only and shall be given no substantive or interpretive effect whatsoever. The table of contents to this Agreement is for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 8.13 Interpretation. When a reference is made in this Agreement to an Article or Section, such reference shall be to an Article or Section of this Agreement unless otherwise indicated. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. Unless otherwise specified, all references herein to "$" or "dollars" shall be to U.S. dollars. Except as otherwise indicated, all references herein to the Subsidiaries of a Person shall be deemed to include all direct and indirect Subsidiaries of such Person unless otherwise indicated or the context otherwise requires. All terms defined in this Agreement shall have the defined meanings when used in any certificate or other document made or delivered pursuant thereto unless otherwise defined therein. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such terms. Any agreement defined or referred to herein or in any schedule that is referred to herein means such agreement as from time to time amended, modified or supplemented, including by waiver or consent, together with any addenda, schedules or exhibits to, any purchase orders or statements of work governed by, and any "terms of services" or similar conditions applicable to, such agreement. Any specific law defined or referred to herein or in any schedule that is referred to herein means such law as from time to time amended and to any rules or regulations promulgated thereunder. Each of the parties has participated in the drafting and negotiation of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement must be construed as if it is drafted by all the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of authorship of any of the provisions of this Agreement. Any obligation of the Company or Parent contained in this Agreement to take any action, or refrain from taking any action, shall, with respect to Company's or Parent's, as applicable, joint ventures and non-wholly owned Subsidiaries, solely apply to the extent within the Company's or Parent's control, as applicable.

Section 8.14 Obligations of Merger Subs. Whenever this Agreement requires either Merger Sub or any other Subsidiary of Parent to take any action, such requirement shall be deemed to include an undertaking on the part of Parent to cause such Merger Sub or such Subsidiary, as applicable, to take such action. Whenever this Agreement requires a Subsidiary of the Company to take any action, such requirement shall be deemed to include an undertaking on the part of the Company to cause such Subsidiary to take such action, and after the First Effective Time, on the part of the First Surviving Corporation or the Second Surviving Company, as applicable, to cause such Subsidiary to take such action.

Section 8.15 Definitions. For purposes of this Agreement, the following terms (as capitalized below) shall have the following meanings when used herein:

"Action" means a claim, action, suit, or proceeding, whether civil, criminal, or administrative.

"Affiliates" means, with respect to any Person, any other Person that, directly or indirectly, controls, or is controlled by, or is under common control with, such Person. As used in this definition, "control" (including,

with its correlative meanings, "controlled by" and "under common control with") shall mean the possession, directly or indirectly, of the power to direct or cause the direction of management or policies of a Person, whether through the ownership of securities or partnership or other ownership interests, by contract or otherwise.

"AI Technologies" means any machine-based artificial intelligence systems that generate outputs, predictions, content, recommendations, or decisions using any "large language model," "foundation model," "machine learning," "deep learning," or "natural language processing," and includes any definition provided by applicable Law for "artificial intelligence," "generative artificial intelligence," or any similar term.

"Antitrust Laws" means the Sherman Antitrust Act of 1890, the Clayton Antitrust Act of 1914, the HSR Act, the Federal Trade Commission Act of 1914, and all other applicable supranational, national, federal, state, county, local or foreign antitrust, competition or trade statutes, rules, regulation, Orders, decrees, administrative and judicial doctrines and other Laws that are designed or intended to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade or lessening competition through merger or acquisition, regulate foreign investments.

"beneficial owner" means, with respect to any securities, any Person who, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, has or shares (a) voting power, which includes the power to vote, or to direct the voting of, such security; and/or (b) investment power, which includes the power to dispose, or to direct the disposition, of such security; and shall otherwise be interpreted in accordance with the term "beneficial owner" as defined in Rule 13d-3 adopted by the SEC under the Exchange Act. The terms "beneficial ownership," "beneficially own" and "beneficially owned" shall have a correlative meaning.

"Business Day" means any day other than a Saturday, Sunday or a day on which the banks in New York, New York are authorized by law or executive order to be closed.

"CNA" means the Comisión Nacional Antimonopolio (the Mexican National Antitrust Commission) or its predecessor agencies (the Comisión Federal de Competencia Económica (COFECE) and the Instituto Federal de Telecomunicaciones (IFT)) or any successor agency.

"Commercial Paper Program" means the commercial paper program established pursuant to the Commercial Paper Dealer Agreements, each dated as of June 21, 2024, among the Company, as issuer, and each of Citigroup Global Markets Inc., Wells Fargo Securities, LLC and BofA Securities, Inc., together with all related documents, instruments, guarantees, and agreements, under which the issuer may issue and sell, and the dealers may arrange for the sale of, short-term promissory notes in an aggregate principal amount outstanding at any time not to exceed $800,000,000, and all obligations, liabilities, and indebtedness arising thereunder.

"Company Benefit Plans" means all employee or director compensation and/or pension or other benefit plans, programs, policies, agreements or other arrangements, including any "employee welfare plan" within the meaning of Section 3(1) of ERISA, any "employee pension benefit plan" within the meaning of Section 3(2) of ERISA (whether or not such plan is subject to ERISA), and any bonus, incentive, deferred compensation, vacation, stock purchase, stock option, severance, employment, change of control or fringe benefit plan, program or agreement (other than any Multiemployer Plan), in each case that are sponsored, maintained or contributed to by the Company or any of its Subsidiaries for the benefit of current or former employees or directors of the Company or its Subsidiaries and are not otherwise required to be sponsored, maintained or contributed to by applicable Law.

"Company Common Stock" means the common stock, par value $1.00 per share, of the Company.

"Company Equity Awards" means Company Options, Company RSUs and Company PSUs.

"Company Existing Indebtedness" means (a) that certain Amended and Restated Credit Agreement, dated as of January 26, 2024 (as amended, restated, amended and restated or otherwise modified from time to time),

among the Company, the lenders from time to time party thereto, and Wells Fargo Bank, N.A., as administrative agent and swingline lender, (b) the Commercial Paper Program and (c) the Receivables Securitization Facility.

"Company Intellectual Property" means all Intellectual Property owned or purported to be owned by the Company or any of its Subsidiaries.

"Company IT Assets" means all IT Assets owned or purported to be owned by the Company or any of its Subsidiaries.

"Company Labor Agreement" means any collective bargaining agreement or other agreement with a labor or trade union, works council or like organization to which the Company or any of its Subsidiaries is a party or is otherwise bound.

"Company Material Adverse Effect" means an event, change, occurrence, effect or development that (x) has a material adverse effect on the business, operations or financial condition of the Company and its Subsidiaries, taken as a whole, or (y) would prevent, materially delay or materially impair the ability of the Company to consummate the transactions contemplated by this Agreement (including the Mergers), but, solely in the case of clause (x), shall not include events, changes, occurrences, effects or developments relating to or resulting from (a) changes in general economic or political conditions or the securities, equity, credit or financial markets in general, or changes in or affecting domestic or foreign interest or exchange rates, (b) any decline in the market price or trading volume of the Company Common Stock or any change in the credit rating of the Company or any of its securities (provided, that the facts and circumstances underlying any such decline or change may be taken into account in determining whether a Company Material Adverse Effect has occurred to the extent not otherwise excluded by the definition thereof), (c) changes or developments in the industries in which the Company or its Subsidiaries operate, (d) changes in Law or the interpretation or enforcement thereof after the date of this Agreement, (e) the execution, delivery or performance of this Agreement or the public announcement or pendency or consummation of the Mergers or other transactions contemplated hereby, including the impact thereof on the relationships, contractual or otherwise, of the Company or any of its Subsidiaries with employees, partnerships, customers or suppliers or Governmental Entities (provided that the exception in this clause (e) shall not apply to references of "Company Material Adverse Effect" in the representations and warranties contained in Section 3.3), (f) the identity of Parent or any of its Affiliates as the acquiror of the Company, (g) compliance with the terms of, or the taking or omission of any action required by this Agreement or consented to (after disclosure to Parent of all material and relevant facts and information) or requested by Parent in writing, (h) any act of civil unrest, civil disobedience, war, terrorism, cyberterrorism, military activity, sabotage or cybercrime, including an outbreak or escalation of hostilities involving the United States or any other Governmental Entity or the declaration by the United States or any other Governmental Entity of a national emergency or war, or any worsening or escalation of any such conditions threatened or existing on the date of this Agreement, (i) any hurricane, tornado, flood, earthquake, natural disaster, acts of God or other comparable event, (j) any pandemic, epidemic or disease outbreak or other comparable events, (k) changes in generally accepted accounting principles or the interpretation or enforcement thereof after the date of this Agreement, (l) any litigation relating to or resulting from this Agreement or the transactions contemplated hereby, or (m) any failure to meet internal or published projections, forecasts, guidance or revenue or earning predictions (provided, that the facts and circumstances underlying any such failure may be taken into account in determining whether a Company Material Adverse Effect has occurred to the extent not otherwise excluded by the definition thereof); except, with respect to clauses (a), (c), (d), (h), (i), (j) and (k), if the impact thereof is materially and disproportionately adverse to the Company and its Subsidiaries, taken as a whole, relative to the impact thereof on the operations in the railroad industry of other participants in such industry, the incremental impact may be taken into account in determining whether there has been a Company Material Adverse Effect.

"Company Share Plan" means any Company Benefit Plan providing for equity or equity-based compensation.

"Contract" means any legally binding, written or oral contract, note, bond, mortgage, indenture, deed of trust, lease, commitment, agreement, concession, arrangement or other obligation; provided, that "Contracts" shall not include any Company Benefit Plan or Parent Benefit Plan.

"Emergency" means any sudden, unexpected or abnormal event which causes, or imminently risks causing, imminent and substantial physical damage to or the endangerment of the safety of any property, imminent and substantial endangerment of health or safety of any person, or death or injury to any person, or imminent and substantial damage to the environment, in each case, whether caused by war (whether declared or undeclared), acts of terrorism (including cyber-terrorism), extreme weather events (such as extreme cold or freezing, or extreme heat), epidemics, pandemics, outages, explosions, insurrections, riots, landslides, earthquakes, storms, hurricanes, lightning, floods or washouts.

"Environmental Law" means any Law relating to (a) the protection, preservation or restoration of the environment (including air, water vapor, surface water, groundwater, drinking water supply, surface land, subsurface land, plant and animal life or any other natural resource) or (b) the exposure to, or the use, storage, recycling, treatment, generation, transportation, processing, handling, labeling, production, release, discharge or disposal of Hazardous Substances, in each case as in effect at the date of this Agreement.

"Equity Award Exchange Ratio" means (a) the Exchange Ratio, *plus* (b) the quotient of (i) the Cash Consideration divided by (ii) the Parent Share Price, rounded to the nearest one thousandth.

"ERISA" means the Employee Retirement Income Security Act of 1974.

"ERISA Affiliate" means all employers (whether or not incorporated) that would be treated together with the Company or Parent or any of their respective Subsidiaries, as applicable, as a "single employer" within the meaning of Section 414 of the Code.

"Exchange Act" means the Securities Exchange Act of 1934.

"Exchange Ratio" means 1.0.

"Financing Information" means, collectively, (a) audited consolidated balance sheets of the Company and its Subsidiaries and the related audited consolidated statements of income, cash flows and changes in stockholders' equity of the Company and its Subsidiaries for the three (3) most recent fiscal years ended at least 60 days prior to the Closing Date (which Parent hereby acknowledges receiving for the fiscal years ended December 31, 2022, December 31, 2023 and December 31, 2024) and the "unqualified" audit report of the Company's independent auditors related thereto (which Parent hereby acknowledges receiving for the three (3) fiscal years ended December 31, 2024), (b) the unaudited consolidated balance sheets and related unaudited consolidated statements of income, cash flows and changes in stockholders' equity of the Company and its Subsidiaries for any subsequent fiscal quarter (other than, in each case, the fourth quarter of any fiscal year) ended at least 40 days prior to the Closing Date (and for the corresponding period of the prior fiscal year) (which Parent hereby acknowledges receiving for the fiscal quarter ended March 31, 2025), reviewed by the independent auditors of the Company, and in the case of each of clauses (a) and (b), prepared in accordance with GAAP and in compliance with Regulation S-X (subject to the limitations set forth in the definition of Excluded Information) and (c) other information as otherwise reasonably necessary in order to assist in receiving customary "comfort" (including as to "negative assurance" and change period comfort) from the Company's independent accountants; provided, that notwithstanding anything to the contrary in this definition or otherwise, nothing herein shall require the Company or its Affiliates to provide (or be deemed to require the Company or its Affiliates to prepare) any (i) description of all or any portion of the Debt Financing, including any "description of notes," "plan of distribution" and information customarily provided by investment banks or their counsel or advisors in the preparation of a prospectus for registered offerings or an offering memorandum for private placements of non-convertible bonds pursuant to Rule 144A promulgated under the Securities Act, as the case may be, (ii) risk

factors relating to, or any description of, all or any component of the financing contemplated thereby, (iii) any compensation discussion and analysis or other information required by Item 10, Item 402 and Item 601 of Regulation S-K or the executive compensation and related person disclosure rules related to SEC Release Nos. 33-8732A, 34-54302A and IC-27444A, (iv) consolidating financial statements, separate Subsidiary financial statements, related party disclosures, or any segment information, in each case which are prepared on a basis not consistent with the Company's reporting practices for the periods presented pursuant to clauses (a) and (b) above, (v) financial statements or other financial data (including selected financial data) for any period earlier than the year ended December 31, 2022, (vi) financial information that the Company or its Subsidiaries does not maintain in the Ordinary Course of Business or (vii) information not reasonably available to the Company or its Subsidiaries under their respective current reporting systems, in the case of clauses (vi) and (vii), unless any such information would be required in order for the Financing Information provided to Parent by the Company in accordance with this definition to not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made in such Financing Information, in light of the circumstances under which they were made, not misleading. For purposes of this Agreement, the information described in clauses (i) through (vii) of this definition is collectively be referred to as the "Excluded Information."

If the Company shall in good faith reasonably believe that the Financing Information has been delivered to Parent, the Company may deliver to Parent a written notice to that effect (stating when it believes the delivery of the Financing Information to Parent was completed), in which case the Company shall be deemed to have complied with such obligation to furnish the Financing Information and Parent shall be deemed to have received the Financing Information, unless Parent in good faith reasonably believes that the Company has not completed delivery of the Financing Information and not later than 5:00 p.m. (New York City time) two (2) Business Days after the delivery of such notice by the Company, delivers a written notice to the Company to that effect (stating with specificity which such Financing Information the Company has not delivered); provided, that notwithstanding the foregoing, the delivery of the Financing Information shall be satisfied at any time which (and so long as) Parent shall have actually received the Financing Information, regardless of whether or when any such notice is delivered by the Company.

The Company's or its Subsidiaries' filing with the SEC pursuant to the Securities Act, the Exchange Act and the rules and regulations of the SEC promulgated thereunder of any required audited financial statements with respect to it that is publicly available on Form 10-K or required unaudited financial statements with respect to it that is publicly available on Form 10-Q, in each case, will satisfy the requirements under clauses (a) or (b), as applicable, of this definition.

"Financing Parties" means the entities that have committed to arrange or provide any Debt Financing (or to purchase securities from or place securities for any Debt Financing) to Parent or any of its Subsidiaries, and their respective Representatives and other Affiliates and the parties to any joinder agreements, indentures or credit agreements (or similar definitive financing documents) entered pursuant thereto or relating thereto, each together with their respective controlling Persons, directors, officers, employees and Representatives; provided, that neither Parent nor any Affiliate thereof shall be a Financing Party.

"GAAP" means United States generally accepted accounting principles.

"Government Official" means any official, officer, employee, or representative of, or any Person acting in an official capacity for or on behalf of, any Governmental Entity.

"Hazardous Substance" means any substance presently listed, defined, regulated, designated or classified as hazardous, toxic, radioactive, dangerous, a pollutant, a contaminant or words of similar import under any Environmental Law, including any substance to which exposure is regulated by any Governmental Entity or any Environmental Law, including any toxic waste, pollutant, contaminant, hazardous substance, toxic substance, hazardous waste, special waste, industrial substance or petroleum or any derivative or byproduct thereof, radon, radioactive material, asbestos or asbestos-containing material, urea formaldehyde, foam insulation, per- or poly-fluoroalkyl substances or polychlorinated biphenyls.

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976.

"Intellectual Property" means all intellectual property rights or other proprietary rights arising under the Laws of any jurisdiction or existing anywhere in the world, including in or to, or arising out of, any of the following: (a) patents and patent applications and industrial design registrations and applications, and all continuations, divisionals, continuations-in-part, reissues or reexaminations and patents issuing thereon; (b) trademarks, service marks, trade dress, logos, corporate names, trade names, symbols, Internet domain names, and other similar identifiers of origin, in each case, whether or not registered and any and all applications and registrations therefor and the goodwill associated therewith and symbolized thereby; (c) copyrights, copyright registrations and applications, published and unpublished works of authorship, whether or not copyrightable, copyrights in and to the foregoing, together with all common law rights and moral rights therein, and any applications and registrations therefor; (d) domain names, uniform resource locators, Internet Protocol addresses, social media accounts or user names (including handles), and other names, identifiers and locators associated with any of the foregoing or other Internet addresses, sites and services; and (e) trade secrets, know-how, industrial secrets, inventions (whether or not patentable), data and confidential or proprietary business or technical information ("Trade Secrets").

"IT Assets" means all of the technology devices, computers, computer systems, software and software platforms, databases, websites, servers, routers, hubs, switches, circuits, networks, data communications lines and all other information technology infrastructure and equipment used by the Company and its Subsidiaries in connection with the operation of the business of the Company and its Subsidiaries and all data stored therein or processed thereby and all associated documentation.

"Knowledge" means (a) with respect to Parent, the actual knowledge of the individuals listed on Section 8.15(a) of the Parent Disclosure Schedules and (b) with respect to the Company, the actual knowledge of the individuals listed on Section 8.15(b) of the Company Disclosure Schedules, in each of case (a) and (b); provided, however, that each such individual charged with responsibility for the aspect of the business relevant or related to the matter at issue shall be deemed to have knowledge of a particular matter if, in the prudent exercise of his or her duties and responsibilities in the Ordinary Course of Business, such individual should have known of such matter.

"Lien" means a lien, mortgage, pledge, security interest, charge, title defect, adverse claims and interests, option to purchase or other encumbrance of any kind or nature whatsoever, but excluding any license of Intellectual Property or any transfer restrictions of general applicability as may be provided under the Securities Act, the "blue sky" Laws of the various States of the United States or similar Law of other applicable jurisdictions.

"made available to Parent" means provided by the Company or its Representatives to Parent or its Representatives (A) in the virtual data room maintained by Datasite prior to the entry into this Agreement (including in any "clean room" or as otherwise provided on an "outside counsel" only basis), (B) via electronic mail or in person prior to the entry into this Agreement (including materials provided to outside counsel), or (C) filed or furnished with the SEC prior to the date of this Agreement, except where reference is made to an item being made available to Parent prior to Closing in which case, the term means provided by the Company or its Representatives to Parent or its Representatives prior to Closing.

"Merger Consideration Value" means (a) the Cash Consideration *plus* (b) (i) the Parent Share Price *multiplied by* (ii) the Exchange Ratio.

"Multiemployer Plan" means any "multiemployer plan" within the meaning of Section 4001(a)(3) of ERISA.

"NYSE" means the New York Stock Exchange.

"Order" means any order, writ, decree, judgment, award, injunction, ruling, settlement, notice or stipulation issued, promulgated, made, rendered or entered into by or with any Governmental Entity.

"Ordinary Course of Business" means an action taken, or omitted to be taken, in the ordinary and usual course of the applicable party and its Subsidiaries' business, consistent with past practice to the extent there is evidence of such past practice.

"Organizational Documents" means (i) with respect to any Person that is a corporation, its articles or certificate of incorporation, memorandum and articles of association, as applicable, and bylaws, or comparable documents, (ii) with respect to any Person that is a partnership, its certificate of partnership and partnership agreement, or comparable documents, (iii) with respect to any Person that is a limited liability company, its certificate of formation and limited liability company or operating agreement, or comparable documents, (iv) with respect to any Person that is a trust or other entity, its declaration or agreement of trust or other constituent document or comparable documents and (v) with respect to any other Person that is not an individual, its comparable organizational documents.

"Parent Benefit Plans" means all employee or director compensation and/or pension or other benefit plans, programs, policies, agreements or other arrangements, including any "employee welfare plan" within the meaning of Section 3(1) of ERISA, any "employee pension benefit plan" within the meaning of Section 3(2) of ERISA (whether or not such plan is subject to ERISA), and any bonus, incentive, deferred compensation, vacation, stock purchase, stock option, severance, employment, change of control or fringe benefit plan, program or agreement (other than any Multiemployer Plan), in each case that are sponsored, maintained or contributed to by Parent or any of its Subsidiaries for the benefit of current or former employees or directors of Parent or its Subsidiaries and are not otherwise required to be sponsored, maintained or contributed to by applicable Law.

"Parent Common Stock" means the common stock, par value $2.50 per share, of Parent.

"Parent Equity Awards" means Parent Options, Parent PSUs, Parent Retention Shares and Parent Stock Units.

"Parent ESPP" means Parent's 2021 Employee Stock Purchase Plan.

"Parent Labor Agreement" means any collective bargaining agreement or other agreement with a labor or trade union, works council or like organization that Parent or any of its Subsidiaries is a party to or otherwise bound by.

"Parent Material Adverse Effect" means an event, change, occurrence, effect or development that (x) has a material adverse effect on the business, operations or financial condition of Parent and its Subsidiaries, taken as a whole, or (y) would prevent, materially delay or materially impair the ability of Parent or either Merger Sub to consummate the transactions contemplated by this Agreement (including the Mergers and the Parent Share Issuance) or to obtain the Debt Financing, but, solely in the case of clause (x), shall not include events, changes, occurrences, effects or developments relating to or resulting from (a) changes in general economic or political conditions or the securities, equity, credit or financial markets in general, or changes in or affecting domestic or foreign interest or exchange rates, (b) any decline in the market price or trading volume of the Parent Common Stock or any change in the credit rating of Parent or any of its securities (provided, that the facts and circumstances underlying any such decline or change may be taken into account in determining whether a Parent Material Adverse Effect has occurred to the extent not otherwise excluded by the definition thereof), (c) changes or developments in the industries in which Parent or its Subsidiaries operate, (d) changes in Law or the interpretation or enforcement thereof after the date of this Agreement, (e) the execution, delivery or performance of this Agreement or the public announcement or pendency or consummation of the Mergers or other transactions contemplated hereby, including the impact thereof on the relationships, contractual or otherwise, of Parent or any of its Subsidiaries with employees, partnerships, customers or suppliers or Governmental Entities

(provided that the exception in this clause (e) shall not apply to references of "Parent Material Adverse Effect" in the representations and warranties contained in Section 4.3), (f) compliance with the terms of, or the taking or omission of any action, in each case, required by this Agreement or consented to (after disclosure to the Company of all material and relevant facts and information) or requested by the Company in writing, (g) any act of civil unrest, civil disobedience, war, terrorism, cyberterrorism, military activity, sabotage or cybercrime, including an outbreak or escalation of hostilities involving the United States or any other Governmental Entity or the declaration by the United States or any other Governmental Entity of a national emergency or war, or any worsening or escalation of any such conditions threatened or existing on the date of this Agreement, (h) any hurricane, tornado, flood, earthquake, natural disaster, acts of God or other comparable event, (i) any pandemic, epidemic or disease outbreak or other comparable events, (j) changes in generally accepted accounting principles or the interpretation or enforcement thereof after the date of this Agreement, (k) any litigation relating to or resulting from this Agreement or the transactions contemplated hereby, or (l) any failure to meet internal or published projections, forecasts, guidance or revenue or earning predictions (provided, that the facts and circumstances underlying any such failure may be taken into account in determining whether a Parent Material Adverse Effect has occurred to the extent not otherwise excluded by the definition thereof); except, with respect to clauses (a), (c), (d), (g), (h), (i) and (j), if the impact thereof is materially and disproportionately adverse to Parent and its Subsidiaries, taken as a whole, relative to the impact thereof on the operations in the railroad industry of other participants in such industry, the incremental impact may be taken into account in determining whether there has been a Parent Material Adverse Effect.

"Parent Option" means a compensatory option to purchase shares of Parent Common Stock.

"Parent Preferred Stock" means the preferred stock, without par value, of Parent.

"Parent PSU" means a performance stock unit award in respect of shares of Parent Common Stock.

"Parent Retention Share" means a retention share award in respect of shares of Parent Common Stock.

"Parent Share Plan" means any Parent Benefit Plan providing for equity or equity-based compensation, excluding the Parent ESPP.

"Parent Share Price" means the average of the volume weighted averages of the trading prices of Parent Common Stock on NYSE (as reported by Bloomberg L.P. or, if not reported therein, in another authoritative source mutually selected by Parent and the Company in good faith) on each of the ten (10) consecutive trading days ending on (and including) the trading day that is two (2) trading days prior to the Closing Date.

"Parent Stock Unit" means a stock unit award in respect of shares of Parent Common Stock.

"Permitted Lien" means (a) any statutory Lien for current Taxes or governmental assessments, charges or claims of payment not yet due or payable, being contested in good faith by appropriate proceedings or for which adequate accruals or reserves have been established, (b) any Lien that is a carriers', warehousemen's, mechanics', materialmen's, repairmen's or other similar lien arising in the Ordinary Course of Business that do not materially detract from the value of or materially interfere with the use of any of the assets, (c) any Lien that is a zoning, entitlement or other land use or environmental regulation by any Governmental Entity and that is not violated by the current use of the property, (d) any Lien that is disclosed on the most recent consolidated balance sheet of the Company or Parent, as applicable, or the notes thereto (or securing liabilities reflected on such balance sheet), (e) any Lien that secures indebtedness (i) in existence on the date of this Agreement or (ii) in the case of the Company, not prohibited by Section 5.1(b)(ix), (f) any Lien that is a statutory or common law Lien to secure landlords, lessors or renters under leases or rental agreements, including any purchase money Lien or other Lien securing rental payments under capital lease arrangements, (g) any Lien that is imposed on the underlying fee interest in real property subject to a real property lease, (h) any Lien that was incurred in the Ordinary Course of Business since the date of the most recent consolidated balance sheet of the Company or

Parent, as applicable, (i) any Lien that will be released in connection with the Closing, (j) any Lien that is an easement, declaration, covenant, condition, reservation, restriction, other charge, instrument or encumbrance or any other rights-of-way affecting title to real estate (other than those constituting Liens for the payment of indebtedness), (k) any Lien arising in the Ordinary Course of Business under worker's compensation, unemployment insurance, social security, retirement and similar legislation, (l) any condition that is a matter of public record or that would be disclosed by a current, accurate survey, a railroad valuation map or physical inspection of the assets to which such condition relates, (m) any Lien created under federal, state or foreign securities Laws, (n) any Lien that is deemed to be created by this Agreement or any other document executed in connection herewith or (o) any other Lien that does not materially impair the existing use of the assets or property of the Company or Parent, as applicable, or any of its Subsidiaries affected by such Lien.

"Person" means an individual, a corporation, a partnership, a limited liability company, an association, a trust or any other entity, group (as such term is used in Section 13 of the Exchange Act) or organization, including a Governmental Entity, and any permitted successors and assigns of such person.

"Privacy Laws" means all applicable Laws concerning the privacy, security or processing of personal information or data, and all rules and regulations promulgated thereunder, including, the Federal Trade Commission Act, the Privacy Act of 1974, the CAN-SPAM Act, the Telephone Consumer Protection Act, the Telemarketing and Consumer Fraud and Abuse Prevention Act, data breach notification Laws, the California Consumer Privacy Act, and the European General Data Protection Regulation.

"Railroad Law" means the Interstate Commerce Commission Termination Act of 1995, the Surface Transportation Board Reauthorization Act of 2015 or any other Law relating to the regulation of the railroad industry.

"Receivables Securitization Facility" means the receivables securitization facility established pursuant to that certain (i) Amended and Restated Transfer and Administration Agreement, dated as of May 28, 2021, by and among Thoroughbred Funding, Inc., Norfolk Southern Railway Company, as Originator and Servicer, the Company, the Conduit Investors, the Committed Investors, the Managing Agents and SMBC Nikko Securities America, Inc., as Administrative Agent, (ii) Sale Agreement, dated as of November 8, 2007, by and between Norfolk Southern Railway Company and Thoroughbred Funding, Inc. and (iii) Performance Guaranty, dated as of November 8, 2007, made by the Company in favor of the Conduit Investors, the Committed Investors, the Managing Agents and the Administratiave Agent, each as amended, restated, supplemented or otherwise modified from time to time, and any related documents, agreements, or instruments, including any refinancing, replacement, or extension thereof.

"Registered" means, with respect to Intellectual Property, issued by, registered with or the subject of a pending application before any Governmental Entity.

"Sanctioned Country" means any country or region that is the target of comprehensive Export and Sanctions Regulations (as of the date hereof, Cuba, Iran, North Korea, Syria, and the Crimea, the so-called Donetsk People's Republic, and the so-called Luhansk People's Republic regions of Ukraine, and the non-government controlled Zaporizhzhia and Kherson regions of Ukraine).

"Sanctioned Person" means any Person that is the target of sanctions or restrictions under Export and Sanctions Regulations, including: (i) any Person listed on any applicable U.S. or non- U.S. sanctions- or export-related restricted party list, including OFAC's Specially Designated Nationals and Blocked Persons List, (ii) any Person located, resident, or organized in a Sanctioned Country, or (iii) any Person that is, in the aggregate, 50 percent or greater owned, directly or indirectly, or otherwise controlled by, or acting for the benefit or on behalf of, a Person or Persons described in clauses (i) and/or (ii).

"Sarbanes-Oxley Act" means the Sarbanes-Oxley Act of 2002.

"SEC" means the Securities and Exchange Commission.

"Securities Act" means the Securities Act of 1933.

"Sensitive Data" means cardholder data and sensitive authentication data that must be protected in accordance with the requirements of the Payment Card Industry Data Security Standard.

"Significant Subsidiary" means, with respect to any Person, a Subsidiary of such Person that would constitute a "significant subsidiary" of such Person within the meaning of Rule 1-02(w) of Regulation S-X as promulgated by the SEC.

"STB" means the Surface Transportation Board.

"STB Approval" means the approval, authorization or exemption by the STB of the Mergers and other transactions contemplated by this Agreement within the jurisdiction of the STB.

"Subsidiaries" means, with respect to any Person, any corporation, limited liability company, partnership or other organization, whether incorporated or unincorporated, of which (a) at least a majority of the outstanding shares of capital stock of, or other equity interests, having by their terms ordinary voting power to elect a majority of the board of directors or others performing similar functions with respect to such corporation, limited liability company, partnership or other organization is directly or indirectly owned or controlled by such Person or by any one or more of its Subsidiaries, or by such Person and one or more of its Subsidiaries, or (b) with respect to a partnership, such Person or any other Subsidiary of such Person is a general partner of such partnership.

"Subsidiary Treasury Stock" means Company Common Stock that is directly owned by any of the Company's Subsidiaries (as treasury stock or otherwise).

"Tax Return" means any return, report or similar filing made or required to be made with respect to Taxes, including any information return, claim for refund, amended return or declaration of estimated Taxes.

"Taxes" means any and all federal, state, provincial or local (in each case, whether U.S. or non-U.S.) taxes of any kind (together with any and all interest, penalties, additions to tax, inflationary adjustment, and additional amounts imposed with respect thereto) imposed by any Governmental Entity, including income, branch, capital gains, franchise, windfall or other profits, gross receipts, property, sales, use, inventory, license, capital stock, payroll, employment, unemployment, social security, workers' compensation, stamp, transfer, registration, documentary, net worth, excise, withholding, ad valorem, value added, estimated and goods and services taxes and customs duties, whether imposed directly or through a collection or withholding mechanism.

"Training Data" means training data, validation data, and test data or databases used to train or improve AI Technologies.

"willful and material breach" means a material breach that is a consequence of an act undertaken by the breaching party or the failure by the breaching party to take an act it is required to take under this Agreement, with knowledge that the taking of or failure to take such act would, or would reasonably be expected to, result in, constitute or cause a breach of this Agreement.

Section 8.16 Certain Defined Terms. The following terms are defined elsewhere in this Agreement, as indicated below:

Agreement	Preamble
Anti-Corruption Laws	3.9(a)
Book-Entry Shares	2.1(a)(i)
Canceled Shares	2.1(a)(ii)
Cash Consideration	2.1(a)(i)
Cash-Out Phantom Stock Unit Consideration	2.3(d)
Cash-Out RSU Consideration	2.3(b)(i)

Certificate	2.1(a)(i)
Chosen Courts	8.4
Clean Team Agreement	5.3(c)
Clearance Date	5.6(a)
Closing	1.2
Closing Date	1.2
CNA Approvals	3.3(c)
Code	Recitals
Company	Preamble
Company Alternative Proposal	5.4(g)
Company Approvals	3.3(c)
Company Balance Sheet Date	3.7
Company Board	Recitals
Company Change of Recommendation	5.4(c)
Company Designees	1.8
Company Disclosure Schedules	3
Company Employees	5.7(a)
Company Intervening Event	5.4(i)
Company Intervening Event Notice	5.4(d)
Company Intervening Event Notice Period	5.4(d)
Company Leased Real Property	3.20(a)
Company Material Contract	3.23
Company Non-Union 401(k) Plans	5.7(d)
Company Option	2.3(b)
Company Permits	3.8(b)
Company Phantom Stock Unit	2.3(d)
Company Preferred Stock	3.2(a)
Company PSU	2.3(c)
Company Qualifying Transaction	7.3(a)
Company Real Property Lease	3.20(a)
Company Recommendation	3.3(b)
Company RSU	2.3(b)
Company SEC Documents	3.4(a)
Company Severance Plans	5.7(a)
Company Shareholder Approval	3.22
Company Shareholder Meeting	5.6(c)
Company Superior Proposal	5.4(h)
Company Superior Proposal Notice	5.4(c)
Company Superior Proposal Notice Period	5.4(c)
Company Termination Fee	7.3(a)
Company Top Customer	3.24(a)
Company Top Supplier	3.24(a)
Confidentiality Agreement	5.3(c)
Consents	5.8
Converted Parent Awards	2.3(g)
Converted Shares	2.1(a)(ii)
Debt Financing	5.12
Emergency Expense Threshold	5.1(a)
End Date	7.1(b)(i)
Enforceability Exceptions	3.3(a)
Exchange Agent	2.2(a)
Exchange Fund	2.2(a)

Export and Sanctions Regulations	3.10(a)
FCC	3.3(c)
FCPA	3.9(a)
Financing Amounts	4.16(a)
First Articles of Merger	1.3(a)
First Certificate of Merger	1.3(a)
First Effective Time	1.3(a)
First Merger	Recitals
First Surviving Corporation	1.1(a)
Fractional Share Cash Amount	2.1(e)(i)
Governmental Entity	3.3(c)
Indemnified Party	5.11(b)
Insurance Policies	3.25
Intended Tax Treatment	Recitals
Law	3.8(a)
Laws	3.8(a)
Losses	5.1(a)
Materially Burdensome Regulatory Condition	5.8(c)
Merger Consideration	2.1(a)(i)
Merger Sub 1	Preamble
Merger Sub 2	Preamble
Merger Subs	Preamble
Mergers	Recitals
New Plans	5.7(b)
Old Plans	5.7(b)
Owned Real Property	3.20(b)
Parent	Preamble
Parent 401(k) Plan	5.7(d)
Parent Alternative Proposal	5.5(g)
Parent Approvals	4.3(c)
Parent Balance Sheet Date	4.6
Parent Board	Recitals
Parent Change of Recommendation	5.5(c)
Parent Disclosure Schedules	4
Parent Intervening Event	5.5(i)
Parent Intervening Event Notice	5.5(d)
Parent Intervening Event Notice Period	5.5(d)
Parent Permits	4.7(b)
Parent Qualifying Transaction	7.3(b)(ii)
Parent Recommendation	4.3(b)
Parent SEC Documents	4.4(a)
Parent Share Issuance	Recitals
Parent Shareholder Approval	4.18
Parent Shareholder Meeting	5.6(e)
Parent Superior Proposal	5.5(h)
Parent Superior Proposal Notice	5.5(c)
Parent Superior Proposal Notice Period	5.5(c)
Parent Termination Fee	7.3(b)(ii)
Payoff Amount	5.20
Permits	3.8(b)
Proceeding	5.11(b)
Proxy Statement/Prospectus	3.16

Registration Statement	3.16
Regulatory Termination Fee	7.3(b)(i)
Representatives	5.3(a)
Requisite Regulatory Approvals	5.8(b)
Restriction	5.8(b)
SCC	1.3(a)
Second Articles of Merger	1.3(b)
Second Certificate of Merger	1.3(b)
Second Effective Time	1.3(b)
Second Merger	Recitals
Second Surviving Company	1.1(b)
Share Consideration	2.1(a)(i)
Termination Date	5.1(a)
Transition Team	5.21
VLLCA	Recitals
Voting Trust Restriction	5.8(c)
VSCA	Recitals

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

UNION PACIFIC CORPORATION

By: /s/ V. James Vena
Name: V. James Vena
Title: Chief Executive Officer

RUBY MERGER SUB 1 CORPORATION

By: /s/ V. James Vena
Name: V. James Vena
Title: Chief Executive Officer and President

RUBY MERGER SUB 2 LLC

By: /s/ V. James Vena
Name: V. James Vena
Title: Chief Executive Officer and President

NORFOLK SOUTHERN CORPORATION

By: /s/ Mark R. George
Name: Mark R. George
Title: President and Chief Executive Officer

[Signature Page to Agreement and Plan of Merger]

Annex B

July 28, 2025

Board of Directors
Union Pacific Corporation
1400 Douglas Street, Stop 1580
Omaha, NE 68179

Members of the Board:

We understand that Union Pacific Corporation (the "Buyer"), Ruby Merger Sub 1 Corporation, a direct wholly owned subsidiary of the Buyer ("Merger Sub 1"), Ruby Merger Sub 2 LLC, a direct wholly owned subsidiary of the Buyer ("Merger Sub 2"), and Norfolk Southern Corporation (the "Company") propose to enter into an Agreement and Plan of Merger, dated as of July 28, 2025 (the "Merger Agreement"), which provides, among other things, for (i) the merger (the "First Merger") of Merger Sub 1 with and into the Company, with the Company surviving the First Merger as a direct wholly owned subsidiary of the Buyer, and (ii) immediately following the First Merger, the merger of the Company with and into Merger Sub 2 (the "Second Merger" and, together with the First Merger, the "Mergers"), with Merger Sub 2 surviving the Second Merger as a direct wholly owned subsidiary of the Buyer. Pursuant to the First Merger and the Merger Agreement, each outstanding share of common stock, par value $1.00 per share, of the Company (the "Company Common Stock"), other than Canceled Shares and Converted Shares (each as defined in the Merger Agreement), will be converted into the right to receive (i) $88.82 per share in cash, without interest, and (ii) 1.0 share of common stock, par value $2.50 per share, of the Buyer (the "Buyer Common Stock") (the consideration set forth in (i) and (ii), together, the "Consideration"), as set forth in the Merger Agreement, and, if applicable, subject to the payment of cash in lieu of fractional shares. The terms and conditions of the Mergers are more fully set forth in the Merger Agreement.

You have asked for our opinion as to whether the Consideration to be paid by the Buyer pursuant to the Merger Agreement is fair from a financial point of view to the Buyer.

For purposes of the opinion set forth herein, we have:

1) Reviewed certain publicly available financial statements and other business and financial information of the Company and the Buyer, respectively;

2) Reviewed certain internal financial statements and other financial and operating data concerning the Company and the Buyer, respectively;

3) Reviewed certain financial projections with respect to the Company and the Buyer prepared by the management of the Buyer and approved for our use by you (the "Buyer Management Projections");

4) Reviewed certain financial projections with respect to the Company prepared by the management of the Company;

5) Reviewed information relating to certain strategic, financial and operational benefits anticipated from the Mergers, prepared by the management of the Buyer and approved for our use by you (the "Buyer Management Synergies");

6) Discussed the past and current operations and financial condition and the prospects of the Company, including information relating to certain strategic, financial and operational benefits anticipated from the Mergers, with senior executives of the Company and the Buyer;

7) Discussed the past and current operations and financial condition and the prospects of the Buyer, including information relating to certain strategic, financial and operational benefits anticipated from the Mergers, with senior executives of the Buyer;

8) Reviewed the pro forma impact of the Mergers on the Buyer's earnings per share, cash flow, consolidated capitalization and certain financial ratios;

9) Reviewed the reported prices and trading activity for the Company Common Stock and the Buyer Common Stock;

10) Compared the financial performance of the Company and the Buyer and the prices and trading activity of the Company Common Stock and the Buyer Common Stock with that of certain other publicly-traded companies comparable with the Company and the Buyer, respectively, and their securities;

11) Reviewed the financial terms, to the extent publicly available, of certain comparable acquisition transactions;

12) Participated in certain discussions and negotiations among representatives of the Company and the Buyer and their financial and legal advisors;

13) Reviewed the Merger Agreement and certain related documents; and

14) Performed such other analyses, reviewed such other information and considered such other factors as we have deemed appropriate.

We have assumed and relied upon, without independent verification, the accuracy and completeness of the information that was publicly available or supplied or otherwise made available to us by the Company and the Buyer and formed a substantial basis for this opinion. With respect to the financial projections, including information relating to certain strategic, financial and operational benefits anticipated from the Mergers, at your direction, we have utilized the Buyer Management Projections and the Buyer Management Synergies for purposes of our opinion, and we have assumed that they have been reasonably prepared on bases reflecting the best currently available estimates and judgments of the management of the Buyer of the future financial performance of the Company and the Buyer. We express no views as to the reasonableness of the Buyer Management Projections, the Buyer Management Synergies or any other financial projections or the assumptions on which they are based. We have relied upon, without independent verification, the assessment by the management of the Buyer of (i) the strategic, financial and operational benefits expected to result from the Mergers, (ii) the timing and risks associated with the integration of the Company and the Buyer, (iii) the ability to retain key employees of the Company and the Buyer, and (iv) the validity of, and risks associated with, the Company and the Buyer's existing and future technologies, intellectual property, products, services and business models. In addition, we have assumed that the Mergers will be consummated in accordance with the terms set forth in the Merger Agreement without any waiver or amendment of any terms or conditions material to our analysis, including, among other things, that the Mergers will be treated as a tax-free reorganization pursuant to the Internal Revenue Code of 1986, as amended. Morgan Stanley has assumed that in connection with the receipt of all the necessary governmental, regulatory or other approvals and consents required for the proposed Mergers, no delays, limitations, conditions or restrictions will be imposed that would have a material adverse effect on the contemplated benefits expected to be derived in the proposed Mergers. We are not legal, tax or regulatory advisors. We are financial advisors only and have relied upon, without independent verification, the assessment of the Buyer and the Company and their legal, tax or regulatory advisors with respect to legal, tax, or regulatory matters. We express no opinion with respect to the fairness of the amount or nature of the compensation to any of the Company's officers, directors or employees, or any class of such persons, relative to the Consideration to be paid to the holders of shares of the Company Common Stock pursuant to the Merger Agreement. This opinion does not address the relative merits of the transactions contemplated by the Merger Agreement as compared to other business or financial strategies that might be available to the Buyer, nor does it address the underlying business decision of the Buyer to enter into the Merger Agreement or proceed with any other transaction contemplated by the Merger Agreement. Our opinion is limited solely to the fairness of the Consideration to be paid by the Buyer pursuant to the Merger Agreement from a financial point of view to the Buyer, and we do not express any view on, and this opinion does not address, any other term or aspect of the Merger Agreement or the transactions contemplated thereby or any term or aspect of any other agreement or instrument contemplated by the Merger Agreement or entered into or amended in connection therewith. We have not made any independent

valuation or appraisal of the assets or liabilities of the Company or the Buyer, nor have we been furnished with any such valuations or appraisals. Our opinion is necessarily based on financial, economic, market and other conditions as in effect on, and the information made available to us as of, the date hereof. Events occurring after the date hereof may affect this opinion and the assumptions used in preparing it, and we do not assume any obligation to update, revise or reaffirm this opinion.

We have acted as financial advisor to the Board of Directors of the Buyer in connection with the Mergers and will receive a fee for our services, a portion of which is payable upon the execution of the Merger Agreement, a portion of which is payable upon the rendering of this opinion and a significant portion of which is contingent upon the closing of the Mergers. In the two years prior to the date hereof, we have provided financial advisory and financing services for the Buyer and the Company and have received fees in connection with such services. Morgan Stanley may also seek to provide financial advisory and financing services to the Buyer and the Company and their respective affiliates in the future and would expect to receive fees for the rendering of these services.

Please note that Morgan Stanley is a global financial services firm engaged in the securities, investment management and individual wealth management businesses. Our securities business is engaged in securities underwriting, trading and brokerage activities, foreign exchange, commodities and derivatives trading, prime brokerage, as well as providing investment banking, financing and financial advisory services. Morgan Stanley, its affiliates, directors and officers may at any time invest on a principal basis or manage funds that invest, hold long or short positions, finance positions, and may trade or otherwise structure and effect transactions, for their own account or the accounts of its customers, in debt or equity securities or loans of the Buyer, the Company or any other company, or any currency or commodity, that may be involved in the Mergers, or any related derivative instrument.

This opinion has been approved by a committee of Morgan Stanley investment banking and other professionals in accordance with our customary practice. This opinion is for the information of the Board of Directors of the Buyer only and may not be used for any other purpose or disclosed without our prior written consent, except that a copy of this opinion may be included in its entirety in any filing the Buyer is required to make with the Securities and Exchange Commission in connection with the Mergers if such inclusion is required by applicable law. In addition, this opinion does not in any manner address the prices at which the Buyer Common Stock will trade following consummation of the Mergers or at any time and Morgan Stanley expresses no opinion or recommendation as to how the shareholders of the Buyer and the Company should vote at the shareholders' meetings to be held in connection with the Mergers.

Based on and subject to the foregoing, we are of the opinion on the date hereof that the Consideration to be paid by the Buyer pursuant to the Merger Agreement is fair from a financial point of view to the Buyer.

Very truly yours,

MORGAN STANLEY & CO. LLC

By: /s/ Kristin Lindia
Kristin Lindia
Managing Director

Annex C

David A. DeNunzio
Chairman, Global M&A

Wells Fargo Securities, LLC
30 Hudson Yards
New York, NY 10001

July 28, 2025

The Board of Directors of Union Pacific Corporation
1400 Douglas Street, Stop 1580
Omaha, NE 68179

Attention: Board of Directors

Members of the Board of Directors:

You have requested, in your capacity as the Board of Directors (the "Board") of Union Pacific Corporation (the "Company"), our opinion with respect to the fairness, from a financial point of view, to the Company of the Consideration (as defined below) to be paid by the Company in the First Merger (as defined below). We understand that pursuant to an Agreement and Plan of Merger, dated as of July 28, 2025 (the "Agreement") between the Company, Ruby Merger Sub 1 Corporation, a direct wholly owned subsidiary of the Company ("Merger Sub 1"), Ruby Merger Sub 2 LLC, a direct wholly owned subsidiary of the Company ("Merger Sub 2"), and Norfolk Southern Corporation (the "Merger Partner"), Merger Sub 1 will merge with and into the Merger Partner (the "First Merger"), with the Merger Partner surviving the First Merger as a direct wholly owned subsidiary of the Company, and immediately following the First Merger, the Merger Partner will merge with and into Merger Sub 2 (the "Second Merger" and, together with the First Merger, the "Mergers"), with Merger Sub 2 surviving the Second Merger as a direct wholly owned subsidiary of the Company. Pursuant to the First Merger and the Agreement, each outstanding share of common stock, par value $1.00 per share, of the Merger Partner (the "Merger Partner Common Stock"), other than Canceled Shares and Converted Shares (each as defined in the Agreement), will be converted into the right to receive $88.82 in cash, without interest (the "Cash Consideration") and 1.0 share of the common stock, par value $2.50 per share ("Company Common Stock"), of the Company (the "Stock Consideration" and, together with the Cash Consideration, the "Consideration"), as set forth in the Agreement and, if applicable, subject to the payment of cash in lieu of fractional shares. The terms and conditions of the Mergers are more fully set forth in the Agreement.

In preparing our opinion, we have:

- reviewed the Agreement;
- reviewed certain publicly available business and financial information relating to the Company and the Merger Partner and the industries in which they operate;
- compared the financial and operating performance of the Company and the Merger Partner with publicly available information concerning certain other companies we deemed relevant, and compared current and historic market prices of the Company Common Stock and the Merger Partner Common Stock with similar data for such other companies;
- compared the proposed financial terms of the Mergers with the publicly available financial terms of certain other business combinations that we deemed relevant;
- reviewed certain internal financial analyses and forecasts for the Company and the Merger Partner prepared by the management of the Company and approved for our use by you (the "Company Management Projections");

- reviewed certain internal financial analyses and forecasts for the Merger Partner prepared by the management of the Merger Partner;
- reviewed certain estimates prepared by the management of the Company as to the potential cost savings and synergies expected by such management to be achieved as a result of the Mergers (the "Company Management Synergies");
- discussed with the managements of the Company and the Merger Partner regarding certain aspects of the Mergers, the business, financial condition and prospects of the Company and the Merger Partner, respectively, the effect of the Mergers on the business, financial condition and prospects of the Company and the Merger Partner, respectively, and certain other matters that we deemed relevant; and
- considered such other financial analyses and investigations and such other information that we deemed relevant.

In giving our opinion, we have assumed and relied upon the accuracy and completeness of all information that was publicly available or was furnished to or discussed with us by the Company or the Merger Partner or otherwise reviewed by us. We have not independently verified any such information, and pursuant to the terms of our engagement by the Company, we did not assume any obligation to undertake any such independent verification. At your direction, we have utilized the Company Management Projections and the Company Management Synergies for purposes of our opinion and in relying on the Company Management Projections and the Company Management Synergies, we have assumed that they have been reasonably prepared on bases reflecting the best currently available estimates and judgments of the management of the Company as to the future performance and financial condition of the Company and the Merger Partner. We express no view or opinion with respect to the Company Management Projections and the Company Management Synergies or any other financial analysis or forecasts or the assumptions upon which they are based. We have assumed that any representations and warranties made by the Company and the Merger Partner in the Agreement or in other agreements relating to the Mergers will be true and accurate in all respects that are material to our analysis. In addition, we have assumed that the Mergers will be consummated in accordance with the terms set forth in the Agreement without any waiver or amendment of any terms or conditions material to our analysis, including, among other things, that the Mergers will be treated as a tax-free reorganization pursuant to the Internal Revenue Code of 1986, as amended. We have also assumed that in connection with the receipt of all the necessary governmental, regulatory or other approvals and consents required for the proposed Mergers, no delays, limitations, conditions or restrictions will be imposed that would have a material adverse effect on the contemplated benefits expected to be derived in the proposed Mergers.

Our opinion only addresses the fairness, from a financial point of view, of the Consideration to be paid by the Company in the First Merger pursuant to the Agreement and we express no opinion as to the fairness of any consideration paid in connection with the Mergers to the holders of any other class of securities, creditors or other constituencies of the Merger Partner. Furthermore, we express no opinion as to any other aspect or implication (financial or otherwise) of the Mergers, or any other agreement, arrangement or understanding entered into in connection with the Mergers or otherwise, including, without limitation, the fairness of the amount or nature of, or any other aspect relating to, any compensation or consideration to be received by or otherwise payable to any officers, directors or employees of any party to the Mergers, or class of such persons, relative to the Consideration or otherwise. Furthermore, we are not expressing any advice or opinion regarding matters that require legal, regulatory, accounting, insurance, tax, environmental, executive compensation or other similar professional advice and have relied upon the assessments of the Company and its advisors with respect to such advice.

Our opinion is necessarily based upon information made available to us as of the date hereof and financial, economic, market and other conditions as they exist and can be evaluated on the date hereof. We have not undertaken, and are under no obligation, to update, revise, reaffirm or withdraw this opinion, or otherwise comment on or consider events occurring or coming to our attention after the date hereof, notwithstanding that

any such subsequent developments may affect this opinion. Our opinion does not address the relative merits of the Mergers as compared to any alternative transactions or strategies that might be available to the Company, nor does it address the underlying business decision of the Board or the Company to proceed with or effect the Mergers. We are not expressing any opinion as to the price at which Company Common Stock or Merger Partner Common Stock may be traded at any time.

We have acted as financial advisor to the Company in connection with the Mergers and will receive a fee from the Company for such services, a substantial portion of which is contingent upon the consummation of the Mergers. We also became entitled to receive a fee upon the rendering of our opinion and a fee upon the execution of the Agreement. In addition, the Company has agreed to reimburse us for certain expenses and to indemnify us and certain related parties for certain liabilities and other items arising out of our engagement.

During the two years preceding the date of this opinion, we and our affiliates have had investment or commercial banking relationships with the Company and the Merger Partner, for which we and such affiliates have received customary compensation. Such relationships have included acting as joint bookrunner on an offering of debt securities by the Company in February 2025; as joint bookrunner on an offering of debt securities by the Merger Partner in July 2023, joint lead arranger, agent and joint bookrunner on offerings of debt securities by the Merger Partner in January 2024, and as joint bookrunner on an offering or debt securities by the Merger Partner in April 2025. We or our affiliates are also an agent and a lender to one or more of the credit facilities of the Merger Partner. We anticipate that we and our affiliates will arrange and/or provide financing to the Company in connection with the Mergers for customary compensation. We and our affiliates hold, on a proprietary basis, less than 1% of the outstanding common stock of each of the Company and the Merger Partner. In the ordinary course of business, we and our affiliates will trade or otherwise effect transactions in the securities or other financial instruments (including bank loans or other obligations) of the Company, the Merger Partner and certain of their affiliates for our own account and for the accounts of our customers and, accordingly, will at any time hold a long or short position in such securities or financial instruments.

This letter is for the information and use of the Board (in its capacity as such) in connection with its evaluation of the Mergers. This opinion does not constitute advice or a recommendation to any stockholder of the Company, the Merger Partner or any other person as to how to vote or act on any matter relating to the proposed Mergers or any other matter. This opinion may not be used or relied upon for any other purpose without our prior written consent, nor shall this opinion be disclosed to any person or quoted or referred to, in whole or in part, without our prior written consent. This opinion may be reproduced in full in any proxy or information statement mailed to stockholders of the Company but may not otherwise be disclosed publicly in any manner without our prior written consent. The issuance of this opinion has been approved by a fairness committee of Wells Fargo Securities.

Based upon and subject to the foregoing, it is our opinion that, as of the date hereof, the Consideration to be paid by the Company in the First Merger pursuant to the Agreement is fair, from a financial point of view, to the Company.

Very truly yours,

/s/ Wells Fargo Securities, LLC

WELLS FARGO SECURITIES, LLC

Annex D

July 28, 2025

The Board of Directors
Norfolk Southern Corporation
650 West Peachtree Street NW
Atlanta, Georgia 30308

Members of the Board of Directors:

We understand that Norfolk Southern Corporation ("Norfolk Southern") proposes to enter into an Agreement and Plan of Merger (the "Agreement"), among Norfolk Southern, Union Pacific Corporation ("Union Pacific"), Ruby Merger Sub 1 Corporation, a wholly owned subsidiary of Union Pacific ("Merger Sub 1") and Ruby Merger Sub 2 LLC, a wholly owned subsidiary of Union Pacific ("Merger Sub 2"), pursuant to which, among other things, Merger Sub 1 will merge with and into Norfolk Southern (the "First Merger"), with Norfolk Southern surviving the First Merger as a wholly owned subsidiary of Union Pacific, and immediately thereafter Norfolk Southern will merge with and into Merger Sub 2 (the "Second Merger", and together with the First Merger, the "Transaction"), with Merger Sub 2 surviving the Second Merger as a wholly owned subsidiary of Union Pacific. Pursuant to the First Merger, each outstanding share of common stock, par value $1.00 per share, of Norfolk Southern (the "Norfolk Southern Common Stock"), other than Canceled Shares and Converted Shares (each as defined in the Agreement, and collectively, "Excluded Shares"), will be converted into the right to receive (i) $88.82 in cash (the "Cash Consideration") and (ii) 1.0 share (the "Stock Consideration" and, together with the Cash Consideration, the "Consideration") of the common stock, par value $2.50 per share, of Union Pacific (the "Union Pacific Common Stock"). The terms and conditions of the Transaction are more fully set forth in the Agreement.

You have requested our opinion as to the fairness, from a financial point of view, to the holders of Norfolk Southern Common Stock (other than Excluded Shares) of the Consideration to be received by such holders in the Transaction.

In connection with this opinion, we have, among other things:

(1) reviewed certain publicly available business and financial information relating to Norfolk Southern and Union Pacific;

(2) reviewed certain internal financial and operating information with respect to the business, operations and prospects of Norfolk Southern furnished to or discussed with us by the management of Norfolk Southern, including certain financial forecasts relating to Norfolk Southern prepared by the management of Norfolk Southern (such forecasts, the "Norfolk Southern Forecasts");

(3) reviewed certain internal financial and operating information with respect to the business, operations and prospects of Union Pacific furnished to or discussed with us by the management of Union Pacific, including certain financial forecasts relating to Union Pacific prepared by the management of Union Pacific (such forecasts, the "Union Pacific Forecasts");

(4) reviewed certain estimates as to the amount and timing of cost savings and revenue enhancements (collectively, the "Synergies") anticipated by the managements of Norfolk Southern and Union Pacific to result from the Transaction;

(5) discussed the past and current business, operations, financial condition and prospects of Norfolk Southern with members of senior managements of Norfolk Southern and Union Pacific, and discussed the past and current business, operations, financial condition and prospects of Union Pacific with members of senior managements of Norfolk Southern and Union Pacific;

(6) reviewed the potential pro forma financial impact of the Transaction on the future financial performance of Union Pacific, including the potential effect on Union Pacific's estimated earnings per share;

(7) reviewed the trading histories for Norfolk Southern Common Stock and Union Pacific Common Stock and a comparison of such trading histories with each other and with the trading histories of other companies we deemed relevant;

(8) compared certain financial and stock market information of Norfolk Southern and Union Pacific with similar information of other companies we deemed relevant;

(9) compared certain financial terms of the Transaction to financial terms, to the extent publicly available, of other transactions we deemed relevant;

(10) reviewed the relative financial contributions of Norfolk Southern and Union Pacific to the future financial performance of the combined company on a pro forma basis;

(11) reviewed a draft dated July 28, 2025 of the Agreement (the "Draft Agreement"); and

(12) performed such other analyses and studies and considered such other information and factors as we deemed appropriate.

In arriving at our opinion, we have assumed and relied upon, without independent verification, the accuracy and completeness of the financial and other information and data publicly available or provided to or otherwise reviewed by or discussed with us and have relied upon the assurances of the managements of Norfolk Southern and Union Pacific that they are not aware of any facts or circumstances that would make such information or data inaccurate or misleading in any material respect. With respect to the Norfolk Southern Forecasts, we have been advised by Norfolk Southern, and have assumed, that they have been reasonably prepared on bases reflecting the best currently available estimates and good faith judgments of the management of Norfolk Southern as to the future financial performance of Norfolk Southern. With respect to the Union Pacific Forecasts and Synergies, we have been advised by Norfolk Southern, and have assumed, with the consent of Norfolk Southern, that they have been reasonably prepared on bases reflecting the best currently available estimates and good faith judgments of the management of Union Pacific as to the future financial performance of Union Pacific and other matters covered thereby. We have relied, at the direction of Norfolk Southern, on the assessments of the managements of Norfolk Southern and Union Pacific, respectively, as to Union Pacific's ability to achieve the Synergies and have been advised by Norfolk Southern and Union Pacific, and have assumed, with the consent of Norfolk Southern, that the Synergies will be realized in the amounts and at the times projected.

We have not made or been provided with any independent evaluation or appraisal of the assets or liabilities (contingent or otherwise) of Norfolk Southern or Union Pacific, nor have we made any physical inspection of the properties or assets of Norfolk Southern or Union Pacific. We have not evaluated the solvency or fair value of Norfolk Southern or Union Pacific under any state, federal or other laws relating to bankruptcy, insolvency or similar matters. We have assumed, at the direction of Norfolk Southern, that the Transaction will be consummated in accordance with the terms set forth in the Agreement, without waiver, modification or amendment of any material term, condition or other agreement contemplated therein or thereby and that, in the course of obtaining the necessary governmental, regulatory and other approvals, consents, releases and waivers for the Transaction, no delay, limitation, restriction or condition, including any divestiture requirements or amendments or modifications, will be imposed that would have an adverse effect on Norfolk Southern, Union Pacific or the contemplated benefits of the Transaction, in each case, in any respect material to our analyses or opinion. We have also assumed, at the direction of Norfolk Southern, that (i) the Transaction will qualify for

federal income tax purposes as a reorganization under the provisions of Section 368(a) of the Internal Revenue Code of 1986, as amended and (ii) the final executed Agreement will not differ in any material respect from the Draft Agreement reviewed by us.

We express no view or opinion as to any terms or other aspects of the Transaction (other than the Consideration to the extent expressly specified herein), including, without limitation, the form or structure of the Transaction. Our opinion is limited to the fairness, from a financial point of view, of the Consideration to be received by the holders of shares of Norfolk Southern Common Stock (other than Excluded Shares) in the Transaction and no opinion or view is expressed with respect to any consideration received in connection with the Transaction by the holders of any other class of securities, creditors or other constituencies of any party. In addition, no opinion or view is expressed with respect to the fairness (financial or otherwise) of the amount, nature or any other aspect of any compensation to any of the officers, directors or employees of any party to the Transaction, or class of such persons, relative to the Consideration. Furthermore, no opinion or view is expressed as to the relative merits of the Transaction in comparison to other strategies or transactions that might be available to Norfolk Southern or in which Norfolk Southern might engage or as to the underlying business decision of Norfolk Southern to proceed with or effect the Transaction. We are not expressing any opinion as to what the value of Union Pacific Common Stock actually will be when issued or the prices at which Norfolk Southern Common Stock or Union Pacific Common Stock will trade at any time, including following announcement or consummation of the Transaction. In addition, we express no opinion or recommendation as to how any stockholder should vote or act in connection with the Transaction or any related matter.

We have acted as financial advisor to Norfolk Southern in connection with the Transaction and will receive a fee for our services, a portion of which is payable upon the rendering of this opinion and a significant portion of which is contingent upon consummation of the Transaction. In addition, Norfolk Southern has agreed to reimburse our expenses and indemnify us against certain liabilities arising out of our engagement.

We and our affiliates comprise a full service securities firm and commercial bank engaged in securities, commodities and derivatives trading, foreign exchange and other brokerage activities, and principal investing as well as providing investment, corporate and private banking, asset and investment management, financing and financial advisory services and other commercial services and products to a wide range of companies, governments and individuals. In the ordinary course of our businesses, we and our affiliates may invest on a principal basis or on behalf of customers or manage funds that invest, make or hold long or short positions, finance positions or trade or otherwise effect transactions in equity, debt or other securities or financial instruments (including derivatives, bank loans or other obligations) of Norfolk Southern, Union Pacific and certain of their respective affiliates.

We and our affiliates in the past have provided, currently are providing, and in the future may provide, investment banking, commercial banking and other financial services to Norfolk Southern and have received, or in the future may receive, compensation for the rendering of these services, including (i) having acted or acting as financial advisor to Norfolk Southern in connection with shareholder activism, (ii) having acted as manager or underwriter for certain debt offerings of Norfolk Southern, (iii) having acted or acting as co-lead arranger, joint bookrunner for, and/or lender under, certain letters of credit, leasing and other credit facilities of Norfolk Southern and (iv) having provided or providing certain treasury management services and products to Norfolk Southern.

In addition, we and our affiliates in the past have provided, currently are providing, and in the future may provide, investment banking, commercial banking and other financial services to Union Pacific and have received or in the future may receive compensation for the rendering of these services, including (i) having acted

as manager or underwriter for certain debt offerings of Union Pacific, (ii) having acted or acting as co-lead arranger, joint bookrunner for, and/or lender under, certain leasing and other credit facilities of Union Pacific and (iii) having provided or providing certain treasury management services and products to Union Pacific.

It is understood that this letter is for the benefit and use of the Board of Directors of Norfolk Southern (in its capacity as such) in connection with and for purposes of its evaluation of the Transaction.

Our opinion is necessarily based on financial, economic, monetary, market and other conditions and circumstances as in effect on, and the information made available to us as of, the date hereof. As you are aware, the credit, financial and stock markets have been experiencing unusual volatility and we express no opinion or view as to any potential effects of such volatility on Norfolk Southern, Union Pacific or the Transaction. It should be understood that subsequent developments may affect this opinion, and we do not have any obligation to update, revise, or reaffirm this opinion. The issuance of this opinion was approved by a fairness opinion review committee of BofA Securities, Inc.

Based upon and subject to the foregoing, including the various assumptions and limitations set forth herein, we are of the opinion on the date hereof that the Consideration to be received in the Transaction by the holders of Norfolk Southern Common Stock (other than Excluded Shares) is fair, from a financial point of view, to such holders.

Very truly yours,

/s/ BOFA SECURITIES, INC.

BOFA SECURITIES, INC.

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 20. Indemnification of Directors and Officers.

Section 16-10a-902 of the URBCA provides that a corporation may indemnify any individual who was, is, or is threatened to be made a named defendant or respondent (which is referred to as a Party) in any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal (which is referred to as a Proceeding), because he or she is or was a director or officer of the corporation or, while a director or officer of the corporation, is or was serving at its request as a director, officer, partner, trustee, employee, fiduciary, or agent of another corporation or other person or of an employee benefit plan (which is each referred to as an Indemnifiable Director), against any liability incurred with respect to a Proceeding, including any judgment, settlement, penalty, fine, or reasonable expenses (including attorneys' fees), incurred in the Proceeding if his, her, or its conduct was in good faith, he or she reasonably believed that his, her, or its conduct was in, or not opposed to, the best interests of the corporation, and, in the case of any criminal Proceeding, had no reasonable cause to believe such conduct was unlawful; provided, however, that (i) pursuant to Subsection 902(5), indemnification under Section 902 in connection with a Proceeding by or in the right of the corporation is limited to payment of reasonable expenses (including attorneys' fees) incurred in connection with the Proceeding, and (ii) pursuant to Subsection 902(4), the corporation may not indemnify an Indemnifiable Director in connection with a Proceeding by or in the right of the corporation in which the Indemnifiable Director was adjudged liable to the corporation, or in connection with any other Proceeding charging that the Indemnifiable Director derived an improper personal benefit, whether or not involving action in his, her, or its official capacity, in which Proceeding he or she was adjudged liable on the basis that he or she derived an improper personal benefit.

Section 16-10a-903 of the URBCA provides that, unless limited by its articles of incorporation, a Utah corporation shall indemnify an Indemnifiable Director who was successful, on the merits or otherwise, in the defense of any Proceeding, or in the defense of any claim, issue, or matter in the Proceeding, to which he or she was a Party because he or she is or was an Indemnifiable Director of the corporation, against reasonable expenses (including attorneys' fees) incurred in connection with the Proceeding or claim with respect to which he or she has been successful. Section 16-10a-907 of the URBCA permits Utah corporations to indemnify officers and advance expenses to the same extent as a director and in some cases to a greater extent than a director.

The Union Pacific articles of incorporation, incorporated herein as Exhibit 3.1 to this joint proxy statement/prospectus, do not limit the obligation of Union Pacific to indemnify its directors and officers as required by the URBCA. Furthermore, the Union Pacific by-laws, incorporated herein as Exhibit 3.2 to the this joint proxy statement/prospectus, provide for mandatory indemnification of its directors, officers, and employees to the full extent permitted by law, subject to limited exceptions, if such person was, is or is threatened to be made a party to, or is a witness or other participant in, such proceeding because such person is or was a director, officer, or employee of Union Pacific and require Union Pacific to reimburse the reasonable expenses incurred by such director, officer, or employee in connection with defending any such proceeding and in advance of its final disposition.

The URBCA empowers corporations to purchase insurance on behalf of any person who is or was a director or officer against any liability asserted against him or her and incurred by him or her in such capacity or arising out of his or her status as a director or officer, as the case may be. Union Pacific maintains insurance on behalf of its directors and officers against liability asserted against them arising out of their status as directors or officers.

Item 21. Exhibits and Financial Statement Schedules.

Exhibit No.	Exhibit Description	Incorporated by Reference			Filed Herewith
		Form	Date	Number	
2.1	Agreement and Plan of Merger, dated as of July 28, 2025, by and among Union Pacific Corporation, Ruby Merger Sub 1 Corporation, Ruby Merger Sub 2 LLC, and Norfolk Southern Corporation (attached as Annex A to this joint proxy statement/prospectus which forms part of this registration statement)*				X
3.1	Restated Articles of Incorporation of Union Pacific Corporation	10-Q	7/25/2014	3(a)	
3.2	By-Laws of Union Pacific Corporation, as amended	8-K	11/19/2015	3.2	
5.1	Opinion of Parr Brown Gee & Loveless, PC				X
23.1	Consent of Parr Brown Gee & Loveless, PC (included in Exhibit 5.1)				X
23.2	Consent of Deloitte & Touche LLP, independent registered public accounting firm of Union Pacific Corporation				X
23.3	Consent of KPMG LLP, independent registered public accounting firm of Norfolk Southern Corporation				X
24.1	Power of Attorney (included on the signature page of this registration statement)				X
99.1	Consent of Morgan Stanley & Co. LLC				X
99.2	Consent of Wells Fargo Securities, LLC				X
99.3	Consent of BofA Securities, Inc.				X
99.4	Form of Proxy Card for Special Meeting of Union Pacific Corporation**				
99.5	Form of Proxy Card for Special Meeting of Norfolk Southern Corporation**				
107	Filing Fee Table				X

* Schedules (or similar attachments) have been omitted pursuant to Item 601(a)(5) of Regulation S-K. The registrant hereby undertakes to furnish supplemental copies of any of the omitted schedules (or similar attachments) upon request by the U.S. Securities and Exchange Commission; provided that the registrant may request confidential treatment pursuant to Rule 24b-2 of the Securities Exchange Act of 1934, as amended, for any schedules (or similar attachments) so furnished.

** To be filed by amendment.

Item 22. Undertakings.

The following undertakings are made by each of the undersigned registrants:

(a) The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in the volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) That, for the purpose of determining liability under the Securities Act of 1933 to any purchaser, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

(5) That, for the purpose of determining liability of the registrant under the Securities Act of 1933 to any purchaser in the initial distribution of the securities, the undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;

(ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;

(iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and

(iv) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

(b) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to section 13(a) or section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c)

(1) The undersigned registrant hereby undertakes as follows: that prior to any public reoffering of the securities registered hereunder through use of a prospectus which is a part of this registration statement, by any person or party who is deemed to be an underwriter within the meaning of Rule 145(c), the issuer undertakes that such reoffering prospectus will contain the information called for by the applicable registration form with respect to reofferings by persons who may be deemed underwriters, in addition to the information called for by the other Items of the applicable form.

(2) The registrant undertakes that every prospectus (i) that is filed pursuant to paragraph (1) immediately preceding or (ii) that purports to meet the requirements of section 10(a)(3) of the Act and is used in connection with an offering of securities subject to Rule 415, will be filed as a part of an amendment to the registration statement and will not be used until such amendment is effective, and that, for purposes of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(d) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers, and controlling persons of the registrants pursuant to the foregoing provisions, or otherwise, the registrants have been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrants of expenses incurred or paid by a director, officer, or controlling person of the registrants in the successful defense of any action, suit, or proceeding) is asserted by such director, officer, or controlling person in connection with the securities being registered, the registrants will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

(e) The undersigned registrant hereby undertakes to respond to requests for information that is incorporated by reference into the prospectus pursuant to Items 4, 10(b), 11, or 13 of this form, within one (1) business day of receipt of such request, and to send the incorporated documents by first class mail or other equally prompt means. This includes information contained in documents filed subsequent to the effective date of the registration statement through the date of responding to the request.

(f) The undersigned registrant hereby undertakes to supply by means of a post-effective amendment all information concerning a transaction, and the company being acquired involved therein, that was not the subject of and included in the registration statement when it became effective.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized in the City of Omaha, State of Nebraska, on September 16, 2025.

UNION PACIFIC CORPORATION

By: /s/ V. James Vena
Name: V. James Vena
Title: Chief Executive Officer
Union Pacific Corporation

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints V. James Vena, Jennifer L. Hamann, and Christina B. Conlin, or any of them, as his, her, or its true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his, her, or its name, place and stead, in any and all capacities, to file and sign any and all amendments to this registration statement, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or their substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed below by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ V. James Vena V. James Vena	Director; Chief Executive Officer (Principal Executive Officer)	September 16, 2025
/s/ Jennifer L. Hamann Jennifer L. Hamann	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	September 16, 2025
/s/ Carrie J. Powers Carrie J. Powers	Vice President, Controller, and Chief Accounting Officer (Principal Accounting Officer)	September 16, 2025
/s/ Christina B. Conlin Christina B. Conlin	Executive Vice President, Chief Legal Officer, and Corporate Secretary	September 16, 2025
/s/ David B. Dillon David B. Dillon	Director	September 16, 2025
/s/ Sheri H. Edison Sheri H. Edison	Director	September 16, 2025
/s/ Teresa M. Finley Teresa M. Finley	Director	September 16, 2025

Signature	Title	Date
/s/ Deborah C. Hopkins Deborah C. Hopkins	Director	September 16, 2025
/s/ Jane H. Lute Jane H. Lute	Director	September 16, 2025
/s/ Michael R. McCarthy Michael R. McCarthy	Director	September 16, 2025
/s/ Doyle R. Simons Doyle R. Simons	Director	September 16, 2025
/s/ John K. Tien, Jr. John K. Tien, Jr.	Director	September 16, 2025
/s/ John P. Wiehoff John P. Wiehoff	Director	September 16, 2025
/s/ Christopher J. Williams Christopher J. Williams	Director	September 16, 2025

Exhibit 5.1

September 16, 2025

Union Pacific Corporation
1400 Douglas Street
Stop 1580
Omaha, Nebraska 68179

Re: Union Pacific Corporation Registration Statement on Form S-4

Ladies and Gentlemen:

We have acted as counsel to Union Pacific Corporation, a Utah corporation (the "Company"), in connection with the filing of the Registration Statement on Form S-4 (the "Registration Statement") to be filed by the Company with the Securities and Exchange Commission (the "Commission") on or about the date hereof, under the Securities Act of 1933, as amended (the "Securities Act").

The Registration Statement relates to the registration of shares of common stock, par value $2.50 per share, of the Company (the "Shares"), as described in the Registration Statement. The Shares are to be registered and issued pursuant to the Agreement and Plan of Merger, dated as of July 28, 2025 (the "Merger Agreement"), by and among the Company, Norfolk Southern Corporation, a Virginia corporation ("Norfolk Southern"), Ruby Merger Sub 1 Corporation, a Virginia corporation and direct wholly owned subsidiary of the Company ("Merger Sub 1"), and Ruby Merger Sub 2 LLC, a Virginia limited liability company and a direct wholly owned subsidiary of the Company ("Merger Sub 2"), pursuant to which, subject to the satisfaction or waiver of conditions set forth therein, the following will occur: (i) Merger Sub 1 will merge with and into Norfolk Southern, with Norfolk Southern as the surviving company of such merger (the "First Merger"), and (ii) immediately following the First Merger and as part of the same overall transaction, Norfolk Southern will merge with and into Merger Sub 2 (the "Second Merger" and together with the First Merger, the "Mergers"), with Merger Sub 2 surviving the Second Merger as a direct wholly owned subsidiary of the Company. This opinion is being furnished in accordance with the requirements of Item 21 of the Commission's Form S-4 and Item 601(b)(5) of Regulation S-K under the Securities Act.

We have examined originals or copies, certified or otherwise identified to our satisfaction, of the Registration Statement and the exhibits thereto and such documents, corporate records and other instruments as we have deemed necessary or appropriate for the purpose of this opinion, including, without limitation, (i) the articles of incorporation and by-laws of the Company as are currently in effect; (ii) the Merger Agreement; (iii) resolutions of the board of directors of the Company; (iv) an action by written consent of the board of directors of Merger Sub 1; (iv) an action by written consent of the sole stockholder of Merger Sub 1; (v) an action by written consent of the sole member of Merger Sub 2; and (v) such other documents as we have deemed appropriate as a basis for the opinions hereinafter set forth. We also have made such further legal and factual examinations and investigations as we deemed necessary for purposes of expressing the opinion set forth herein.

As to questions of fact material to this opinion, we have made no independent investigation or verification of such facts and have relied, to the extent that we deem such reliance proper, on certificates or comparable documents of public officials and of officers and representatives of the Company. In rendering the opinion expressed below, we have assumed without verification (i) the genuineness of all signatures, (ii) the legal capacity of all natural persons, (iii) the authenticity of all documents submitted to us as originals, (iv) the authority of all persons signing all documents submitted to us on behalf of the parties to such documents, (v) the conformity to the originals of all documents submitted to us as copies and the authenticity of the originals of such copies, (vi) that all information contained in all documents reviewed by us is true, correct and complete and (vii) the Shares will be issued in accordance with the Merger Agreement and the Registration Statement.

Based on the foregoing, and subject to the qualifications, assumptions and limitations stated herein, we are of the opinion that the Shares have been duly authorized by all necessary corporate action on the part of the Company and, when the Registration Statement has become effective under the Securities Act, and the Shares have been duly issued and delivered in accordance with the terms of the Merger Agreement upon consummation of the Mergers and as contemplated by the Registration Statement, the Shares will be validly issued, fully paid and non-assessable.

This opinion is limited in all respect to the Utah Revised Business Corporation Act, as amended (the "URBCA"), including all applicable provisions of the Utah Constitution and reported judicial interpretations of the URBCA, in case, as such laws exist on the date hereof. We express no opinion as to any other law or any matter other than as expressly set forth above, and no opinion as to any other law or matter may be inferred or implied herefrom.

This opinion letter speaks as of its date. We disclaim any express or implied undertaking or obligation to advise of any subsequent change of law or fact (even though the change may affect the legal analysis or a legal conclusion in this opinion letter).

We hereby consent to the filing of this opinion letter as Exhibit 5.1 to the Registration Statement, and consent to the reference to this firm under "Legal Matters" in the Prospectus included in the Registration Statement. In giving such consent, we do not thereby admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Securities and Exchange Commission thereunder.

This opinion is for your benefit in connection with the Registration Statement and may be relied upon by you and by persons entitled to rely upon it pursuant to the applicable provisions of the Securities Act.

Very truly yours,
/s/ Parr Brown Gee & Loveless, PC
Parr Brown Gee & Loveless, PC

Exhibit 23.2

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in this Registration Statement on Form S-4 of our reports dated February 7, 2025, relating to the consolidated financial statements of Union Pacific Corporation and Subsidiary Companies (the Corporation) and the effectiveness of the Corporation's internal control over financial reporting appearing in the Annual Report on Form 10-K of Union Pacific Corporation for the year ended December 31, 2024. We also consent to the reference to us under the heading "Experts" in such Registration Statement.

/s/ Deloitte & Touche LLP

Omaha, Nebraska
September 16, 2025

Exhibit 23.3

Consent of Independent Registered Public Accounting Firm

We consent to the use of our report dated February 10, 2025, with respect to the consolidated financial statements of Norfolk Southern Corporation, and the effectiveness of internal control over financial reporting, incorporated herein by reference, and to the reference to our firm under the heading "Experts" in the joint proxy statement/prospectus.

/s/ KPMG LLP

Atlanta, Georgia
September 16, 2025

Exhibit 99.1

Consent of Morgan Stanley & Co. LLC

We hereby consent to the use in the Registration Statement (the "Registration Statement") of Union Pacific Corporation on Form S-4 and in the related joint proxy statement/prospectus, which is part of the Registration Statement, of our written opinion dated July 28, 2025, appearing as Annex B to such joint proxy statement/prospectus, and to the description of such opinion and to the references thereto and to our name contained therein under the headings "*Summary - Opinions of Union Pacific's Financial Advisors - Opinion of Morgan Stanley*," "*Risk Factors,*" "*The Mergers - Union Pacific's Reasons for the Mergers; Recommendation of the Union Pacific Board of Directors*," "*The Mergers - Opinions of Union Pacific's Financial Advisors - Opinion of Morgan Stanley*," and "*The Merger Agreement - Conditions to the Mergers*." In giving the foregoing consent, we do not admit that we come within the category of persons whose consent is required under Section 7 of the Securities Act of 1933, as amended (the "Securities Act"), or the rules and regulations promulgated thereunder, nor do we admit that we are experts with respect to any part of such Registration Statement within the meaning of the term "experts" as used in the Securities Act or the rules and regulations promulgated thereunder.

MORGAN STANLEY & CO. LLC

By: /s/ James McMahon
James McMahon
Managing Director

New York, New York
September 16, 2025

Exhibit 99.2

Consent of Wells Fargo Securities, LLC

The Board of Directors
Union Pacific Corporation
1400 Douglas Street
Omaha, Nebraska 68179

The Board of Directors:

We hereby consent to the inclusion of our opinion letter, dated July 28, 2025, to the Board of Directors of Union Pacific Corporation ("Union Pacific") as Annex C to, and reference to such opinion letter under the headings "SUMMARY - Opinions of Union Pacific's Financial Advisors - Opinion of Wells Fargo" and "THE MERGERS - Opinions of Union Pacific's Financial Advisors - Opinion of Wells Fargo" in, the joint proxy statement/prospectus relating to the proposed transaction involving Union Pacific and Norfolk Southern Corporation ("Norfolk Southern"), which joint proxy statement/prospectus forms a part of the Registration Statement on Form S-4 of Union Pacific (the "Registration Statement"). By giving such consent, we do not thereby admit that we are experts with respect to any part of such Registration Statement within the meaning of the term "expert" as used in, or that we come within the category of persons whose consent is required under, the Securities Act of 1933, as amended, or the rules and regulations of the Securities and Exchange Commission promulgated thereunder.

Very truly yours,

/s/ Wells Fargo Securities, LLC

Wells Fargo Securities, LLC

September 16, 2025

Exhibit 99.3

Consent of BofA Securities, Inc.

September 16, 2025

The Board of Directors
Norfolk Southern Corporation
650 West Peachtree Street NW
Atlanta, Georgia 30308

Members of the Board:

We hereby consent to the inclusion of our opinion letter, dated July 28, 2025, to the Board of Directors of Norfolk Southern Corporation ("Norfolk Southern") as Annex D to, and to the reference thereto under the headings "SUMMARY - Opinion of Norfolk Southern's Financial Advisor", "RISK FACTORS" and "THE MERGERS - Background of the Mergers; Norfolk Southern's Board's Recommendations and Its Reasons for the Transaction; Certain Unaudited Prospective Financial Information; Opinion of Norfolk Southern's Financial Advisor" in, the joint proxy statement/prospectus relating to the proposed merger involving Norfolk Southern and Union Pacific Corporation ("Union Pacific"), which joint proxy statement/prospectus forms a part of Union Pacific's Registration Statement on Form S-4 to which this consent is filed as an exhibit. In giving the foregoing consent, we do not admit (1) that we come within the category of persons whose consent is required under Section 7 of the Securities Act of 1933, as amended (the "Securities Act"), or the rules and regulations of the Securities and Exchange Commission (the "Commission") promulgated thereunder, or (2) that we are experts with respect to any part of the Registration Statement within the meaning of the term "experts" as used in the Securities Act and the rules and regulations of the Commission promulgated thereunder.

Very truly yours,

/s/ BOFA SECURITIES, INC.

BOFA SECURITIES, INC.

Calculation of Filing Fee Tables

S-4

UNION PACIFIC CORP

Table 1: Newly Registered and Carry Forward Securities ☐ **Not Applicable**

		Security Type	Security Class Title	Fee Calculation or Carry Forward Rule	Amount Registered	Proposed Maximum Offering Price Per Unit	Maximum Aggregate Offering Price	Fee Rate	Amount of Registration Fee	Carry Forward Form Type	Carry Forward File Number	Carry Forward Initial Effective Date	Filing Fee Previously Paid in Connection with Unsold Securities to be Carried Forward
Newly Registered Securities													
Fees to be Paid	1	Equity	Common Stock (par value of $2.50 per share)	Other	224,783,758		$ 41,682,486,457.90	0.0001531	$ 6,381,588.68				
Fees Previously Paid													
Carry Forward Securities													
Carry Forward Securities													
				Total Offering Amounts:			$ 41,682,486,457.90		$ 6,381,588.68				
				Total Fees Previously Paid:					$ 0.00				
				Total Fee Offsets:					$ 0.00				
				Net Fee Due:					$ 6,381,588.68				

Offering Note

[1] Rule 457(f) Fee Calculation Details

This registration statement relates to the registration of the maximum number of shares of common stock, par value $2.50 per share, of Union Pacific Corporation, which is referred to as Union Pacific, estimated to be issuable by the registrant pursuant to the mergers described in this registration statement and the Agreement and Plan of Merger, dated as of July 28, 2025, which, as may be amended from time to time, is referred to as the merger agreement, by and among Union Pacific, Ruby Merger Sub 1 Corporation, Ruby Merger Sub 2 LLC and Norfolk Southern Corporation, which is referred to as Norfolk Southern. The amount in the "Amount Registered" column represents the maximum number of shares of Union Pacific common stock estimated to be issuable at the first effective time, as defined in this registration statement. The number of shares of Union Pacific common stock being registered is based on (a) (i) 224,783,758, which represents the maximum number of shares of common stock, par value $1.00 per share, of Norfolk Southern estimated to be outstanding immediately prior to the mergers described herein and in the merger agreement (calculated as the sum of an estimate of the maximum number of Norfolk Southern common stock outstanding as of September 9, 2025 or issuable or expected to be converted or exchanged (including in respect of Norfolk Southern's equity awards) in connection with the mergers), multiplied by (b) the exchange ratio of one (1) share of Union Pacific common stock for each share of Norfolk Southern common stock entitled to receive Union Pacific common stock in the first merger. The "Maximum Aggregate Offering Price" is estimated solely for the purpose of calculating the registration fee required by Section 6(b) of the Securities Act and calculated in accordance with Rules 457(c), 457(f)(1) and 457(f)(3) under the Securities Act, based on (i) the market value of the estimated maximum number of shares of Norfolk Southern common stock that may be canceled and exchanged in the mergers (as set forth in the preceding paragraph), as established by the average of the high and low sales prices of Norfolk Southern common stock on the New York Stock Exchange on September 9, 2025 of $274.98, minus (ii) $20,128,551,351 which is the aggregate amount of cash estimated to be paid by Union Pacific to Norfolk Southern shareholders in the mergers. The aggregate amount of cash set forth in clause (ii) of the prior sentence is equal to (x) the product obtained by multiplying (A) the cash consideration of $88.82 per share of Norfolk Southern common stock by (B) the maximum number of Norfolk Southern common stock that may be canceled in the mergers (including the shares of Norfolk Southern common stock relating to (1) Norfolk Southern restricted stock unit awards that may be converted or exchanged in the mergers and (2) Norfolk Southern phantom stock units, as defined in this registration statement, that may be converted or exchanged in the mergers) plus (y) the product obtained by multiplying (A) the maximum number of Norfolk Southern restricted stock unit awards that may be converted or exchanged in the mergers and Norfolk Southern phantom stock units that may be converted or exchanged in the mergers by (B) the average of the high and low sales prices of Union Pacific common stock on the New York Stock Exchange on September 9, 2025 of $217.14 (which represents the share consideration portion of the merger consideration value, as defined in this registration statement, applicable to such awards, that will be converted into a cash amount pursuant to the terms of the merger agreement).

Amount of Securities to be Received or Cancelled	Value per Share of Securities to be Received or Cancelled	Total Value of Securities to be Received or Cancelled	Cash Consideration Received by the registrant	Cash Consideration (Paid) by the registrant	Maximum Aggregate Offering Price
224,783,758	$ 274.98	$ 61,811,037,808.98		$ 20,128,551,351.07	$ 41,682,486,457.90

Table 2: Fee Offset Claims and Sources ☑ Not Applicable

		Registrant or Filer Name	Form or Filing Type	File Number	Initial Filing Date	Filing Date	Fee Offset Claimed	Security Type Associated with Fee Offset Claimed	Security Title Associated with Fee Offset Claimed	Unsold Securities Associated with Fee Offset Claimed	Unsold Aggregate Offering Amount Associated with Fee Offset Claimed	Fee Paid with Fee Offset Source
Rules 457(b) and 0-11(a)(2)												
Fee Offset Claims	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Fee												

Offset Sources	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Rule 457(p)												
Fee Offset Claims	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Fee Offset Sources	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Table 3: Combined Prospectuses ☑ **Not Applicable**

	Security Type	Security Class Title	Amount of Securities Previously Registered	Maximum Aggregate Offering Price of Securities Previously Registered	Form Type	File Number	Initial Effective Date
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

EXHIBIT 7.2

UNION PACIFIC CORPORATION FORM S-4
AMENDMENT NO. 1
(FILED WITH THE SEC ON SEPT. 30, 2025)

As filed with the Securities and Exchange Commission on September 30, 2025

No. 333-290282

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

AMENDMENT NO. 1
TO
FORM S-4
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

UNION PACIFIC CORPORATION
(Exact name of registrant as specified in its charter)

Utah	4011	13-2626465
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification No.)

1400 Douglas Street
Omaha, Nebraska 68179
Telephone: (402) 544-5000
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Christina B. Conlin
Executive Vice President, Chief Legal Officer, and Corporate Secretary
Union Pacific Corporation
1400 Douglas Street
Omaha, Nebraska 68179
Telephone: (402) 544-5000
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies of all communications, including communications sent to agent for service, should be sent to:

Paul T. Schnell, Esq. **Brandon Van Dyke, Esq.** **Dohyun Kim, Esq.** **Skadden, Arps, Slate, Meagher & Flom LLP** **One Manhattan West** **New York, New York 10001** **(212) 735-3000**	**Jason Morris** **Senior Vice President & Chief Legal Officer** **Norfolk Southern Corporation** **650 West Peachtree Street, NW** **Atlanta, Georgia 30308** **(855) 667-3655**	**Edward D. Herlihy, Esq.** **Jacob A. Kling, Esq.** **Wachtell, Lipton, Rosen & Katz** **51 West 52nd Street** **New York, New York 10019** **(212) 403-1000**

Approximate date of commencement of proposed sale of the securities to the public: As soon as practicable after this Registration Statement becomes effective and upon completion of the mergers described in the enclosed joint proxy statement/prospectus.

If the securities being registered on this Form are being offered in connection with the formation of a holding company and there is compliance with General Instruction G, check the following box. ☐

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☒	Accelerated filer	☐
Non-accelerated filer	☐	Smaller reporting company	☐
		Emerging growth company	☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act. ☐

If applicable, place an X in the box to designate the appropriate rule provision relied upon in conducting this transaction:

Exchange Act Rule 13e-4(i) (Cross-Border Issuer Takeover offer)	☐
Exchange Act Rule 14d-1(d) (Cross-Border Issuer Takeover offer)	☐

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act or until this Registration Statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.

PRELIMINARY, SUBJECT TO COMPLETION, DATED SEPTEMBER 30, 2025

&

TRANSACTION PROPOSED—YOUR VOTE IS VERY IMPORTANT

Dear Shareholders of Union Pacific and Norfolk Southern:

On behalf of the board of directors of Union Pacific Corporation, which is referred to as Union Pacific, and Norfolk Southern Corporation, which is referred to as Norfolk Southern, we are pleased to enclose the accompanying joint proxy statement/prospectus relating to the proposed acquisition of Norfolk Southern by Union Pacific. We are requesting that you take certain actions as a holder of Union Pacific common stock or Norfolk Southern common stock, as more fully described in this joint proxy statement/prospectus.

Each of the boards of directors of Union Pacific and Norfolk Southern has unanimously approved or adopted, as applicable, an Agreement and Plan of Merger, dated as of July 28, 2025, which, as may be amended from time to time, is referred to as the merger agreement, by and among Union Pacific, Ruby Merger Sub 1 Corporation, a direct, wholly owned subsidiary of Union Pacific, which is referred to as Merger Sub 1, Ruby Merger Sub 2 LLC, a direct, wholly owned subsidiary of Union Pacific, which is referred to as Merger Sub 2, and Norfolk Southern. Subject to the terms and conditions of the merger agreement, which are more fully described in the accompanying joint proxy statement/prospectus, Union Pacific will acquire Norfolk Southern through the merger of Merger Sub 1 with and into Norfolk Southern, which transaction is referred to as the first merger. Norfolk Southern will survive the first merger and become a direct, wholly owned subsidiary of Union Pacific. In addition, as more fully described in the accompanying joint proxy statement/prospectus, immediately following the completion of the first merger, Norfolk Southern will merge with and into Merger Sub 2, with Merger Sub 2 surviving as a direct, wholly owned subsidiary of Union Pacific, which transaction is referred to as the second merger and, together with the first merger, the mergers.

If the first merger is completed, Norfolk Southern shareholders will be entitled to receive (i) one (1) share of Union Pacific common stock, which is referred to as the share consideration, and (ii) $88.82 in cash, without interest, which is referred to as the cash consideration, for each share of Norfolk Southern common stock that they hold immediately prior to the completion of the first merger. The share consideration and the cash consideration are collectively referred to as the merger consideration. The exchange ratio is fixed and will not be adjusted to reflect stock price changes prior to the consummation of the first merger. Union Pacific shareholders will continue to own their existing shares of common stock of Union Pacific, the form of which will not be changed by the transaction.

Upon completion of the mergers, former Norfolk Southern shareholders will own approximately 27% of the then outstanding Union Pacific common stock and Union Pacific shareholders will own the remaining 73%, based on the number of shares and stock-based awards of Union Pacific and Norfolk Southern outstanding as of September 26, 2025, the last practicable trading day before the date of the joint proxy statement/prospectus.

The value of the merger consideration to be received in exchange for each share of Norfolk Southern common stock will fluctuate with the market value of Union Pacific common stock until the first merger is completed. Based on Union Pacific's closing stock price on July 16, 2025, the implied value of the merger consideration was $320.00, which represents a premium of approximately 25% over the 30-trading-day volume weighted average closing price per share of Norfolk Southern common stock on July 16, 2025. Based on Union Pacific's closing stock price on September 26, 2025, the last practicable trading day before the date of this joint proxy statement/prospectus, the implied value of the merger consideration was $324.02. The common stock of each of Union Pacific and Norfolk Southern is listed on the New York Stock Exchange under the symbol "UNP" and "NSC," respectively. We urge you to obtain current market quotations for the shares of common stock of Union Pacific and Norfolk Southern.

Each of Union Pacific and Norfolk Southern will hold a special meeting of its shareholders in connection with the transactions contemplated by the merger agreement.

Union Pacific's special meeting of shareholders will be held virtually on November 14, 2025 at 8:00 a.m., Central Time (unless it is adjourned or postponed to a later date) via live audio webcast at *www.virtualshareholdermeeting.com/UNP2025SM*. The Union Pacific special meeting will be held exclusively online via live audio webcast. At the Union Pacific special meeting, Union Pacific shareholders will be asked to consider and vote on the following matters: (i) a proposal to approve the issuance of Union Pacific common stock in connection with the first merger, which is referred to as the share issuance proposal and (ii) a proposal to adjourn the Union Pacific special meeting from time to time, if necessary or appropriate, to solicit additional proxies in the event there are not sufficient votes at the time of the Union Pacific special meeting to approve the share issuance proposal, which is referred to as the Union Pacific adjournment proposal. **The Union Pacific board of directors has unanimously approved the merger agreement and the transactions contemplated by the merger agreement, including the mergers and the share issuance, and unanimously recommends that Union Pacific shareholders vote "FOR" the share issuance proposal and "FOR" the Union Pacific adjournment proposal.**

Norfolk Southern's special meeting of shareholders will be held virtually on November 14, 2025 at 9:00 a.m., Eastern Time (unless it is adjourned or postponed to a later date) via live audio webcast at *www.virtualshareholdermeeting.com/NSC2025SM*. The Norfolk Southern special meeting will be held exclusively online via live audio webcast. At the Norfolk Southern special meeting, Norfolk Southern shareholders will be asked to consider and vote on the following matters: (i) a proposal to approve the merger agreement, and the transactions contemplated thereby, including the mergers, which is referred to as the merger agreement proposal; (ii) a proposal to approve, on a non-binding advisory basis, the compensation that may be paid or become payable to the named executive officers of Norfolk Southern in connection with the transactions contemplated by the merger agreement, which is referred to as the merger-related compensation proposal; and (iii) a proposal to adjourn the Norfolk Southern special meeting from time to time, if necessary or appropriate, to solicit additional proxies in the event there are not sufficient votes at the time of the Norfolk Southern special meeting to approve the merger agreement proposal, which is referred to as the Norfolk Southern adjournment proposal. **The Norfolk Southern board of directors has unanimously adopted the merger agreement and approved the transactions contemplated by the merger agreement, including the mergers, and unanimously recommends that Norfolk Southern shareholders vote "FOR" the merger agreement proposal, "FOR" the merger-related compensation proposal, and "FOR" the Norfolk Southern adjournment proposal.**

The accompanying joint proxy statement/prospectus contains detailed information about Union Pacific, Norfolk Southern, the merger agreement, and the transactions contemplated by the merger agreement. In particular, see "*Risk Factors*" beginning on page 55. A copy of the merger agreement is attached as Annex A to the accompanying joint proxy statement/prospectus and is incorporated by reference herein. We encourage you to read the accompanying joint proxy statement/prospectus and its annexes, including the merger agreement, carefully and in their entirety. You may also obtain information about Union Pacific and Norfolk Southern from the Securities and Exchange Commission.

Your vote is very important regardless of the number of shares of Union Pacific common stock or Norfolk Southern common stock that you own. The mergers cannot be completed unless Union Pacific shareholders approve the issuance of shares of Union Pacific common stock pursuant to the merger agreement and Norfolk Southern shareholders approve the merger agreement.

Whether or not you plan to attend your company's special meeting of shareholders, please submit your proxy as soon as possible to make sure that your shares are represented at that meeting.

V. James Vena
Chief Executive Officer
Union Pacific Corporation

Mark R. George
President and Chief Executive Officer
Norfolk Southern Corporation

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of the first merger, the second merger, or the other transactions described in this joint proxy statement/prospectus or the securities to be issued in connection with the mergers or determined if this joint proxy statement/prospectus is accurate or complete. Any representation to the contrary is a criminal offense.

This joint proxy statement/prospectus is dated September 30, 2025 and is first being mailed to shareholders of Union Pacific and Norfolk Southern on or about [ ], 2025.

Union Pacific Corporation
1400 Douglas Street
Omaha, Nebraska 68179

NOTICE OF SPECIAL MEETING OF SHAREHOLDERS
TO BE HELD ON NOVEMBER 14, 2025

To the Shareholders of Union Pacific Corporation:

NOTICE IS HEREBY GIVEN that a special meeting of shareholders of Union Pacific Corporation, which is referred to as the Union Pacific special meeting, will be held at 8:00 a.m., Central Time, on November 14, 2025 via live audio webcast at *www.virtualshareholdermeeting.com/UNP2025SM*. The Union Pacific special meeting will be held exclusively online via live audio webcast.

We are pleased to notify you of, and invite you to attend, the Union Pacific special meeting. At the Union Pacific special meeting, Union Pacific shareholders will be asked to consider and vote on the following matters:

1. proposal to approve the issuance of Union Pacific common stock, par value $2.50 per share, pursuant to the Agreement and Plan of Merger, dated as of July 28, 2025, which, as may be amended from time to time, is referred to as the merger agreement, by and among Union Pacific Corporation, which is referred to as Union Pacific, Norfolk Southern Corporation, which is referred to as Norfolk Southern, Ruby Merger Sub 1 Corporation, and Ruby Merger Sub 2 LLC, a copy of which is attached as Annex A to the joint proxy statement/prospectus accompanying this notice, which proposal is referred to as the share issuance proposal; and
2. proposal to adjourn the Union Pacific special meeting from time to time, if necessary or appropriate, to solicit additional proxies in the event there are not sufficient votes at the time of the Union Pacific special meeting to approve the share issuance proposal, which proposal is referred to as the Union Pacific adjournment proposal.

Approval of the share issuance proposal is required to complete the transactions contemplated by the merger agreement.

Union Pacific will transact no other business at the Union Pacific special meeting, except for business properly brought before the Union Pacific special meeting or any adjournment or postponement thereof by or at the direction of the Union Pacific board of directors. The accompanying joint proxy statement/prospectus describes the matters to be considered at the Union Pacific special meeting in more detail.

The Union Pacific board of directors has set October 6, 2025 as the record date for the Union Pacific special meeting for determining the Union Pacific shareholders entitled to notice of and to vote at the Union Pacific special meeting and any adjournment or postponement thereof. Only shareholders of record at the close of business on October 6, 2025 are entitled to notice of, and to vote at, the special meeting.

You may listen to the live audio webcast of the special meeting via the internet at *www.virtualshareholdermeeting.com/UNP2025SM*. Instructions on how to participate in the special meeting via live audio webcast are described in the accompanying joint proxy statement/prospectus and posted at *www.virtualshareholdermeeting.com/UNP2025SM*.

Your vote is very important regardless of the number of shares of Union Pacific common stock that you own. The transactions contemplated by the merger agreement cannot be completed without approval of the share issuance proposal by the affirmative vote of the majority of the votes cast by the holders of outstanding shares of Union Pacific common stock represented in person or by proxy and entitled to vote on such matter at the Union Pacific special meeting, or any adjournment or postponement thereof. Whether or not you expect to participate in the special meeting, Union Pacific urges you to submit a proxy to have your shares voted as promptly as possible either: (i) via the internet at www.proxyvote.com (see proxy card for instructions); (ii) by telephone (see proxy card for instructions); or (iii) by completing, signing, dating, and returning the enclosed proxy card in the postage-paid envelope provided, so that your shares may be represented and voted at the special meeting. If your shares are held in "street name" by a bank, broker, nominee, trustee, or other record holder, please follow the instructions on the voting instruction card furnished by such bank, broker, nominee, trustee, or other record holder.

The Union Pacific board of directors has unanimously approved the merger agreement and the transactions contemplated by the merger agreement, including the mergers and the share issuance, and unanimously recommends that you vote "FOR" the share issuance proposal and "FOR" the Union Pacific adjournment proposal.

The joint proxy statement/prospectus of which this notice is a part provides a detailed description of the merger agreement, the transactions contemplated thereby, including the mergers, and the matters to be considered at the Union Pacific special meeting. A summary of the merger agreement is included in the joint proxy statement/prospectus in the sections entitled "*The Mergers*" and "*The Merger Agreement*," and a copy of the merger agreement is attached as Annex A to the joint/proxy statement prospectus, each of which are incorporated by reference into this notice to the same extent as if fully set forth herein. We encourage you to carefully read this joint proxy statement/prospectus (including the annexes thereto) and any other documents incorporated by reference herein in their entirety.

PLEASE VOTE YOUR SHARES PROMPTLY. YOU CAN FIND INSTRUCTIONS FOR VOTING ON THE ENCLOSED PROXY CARD. IF YOU HAVE QUESTIONS ABOUT THE MERGERS, THE SHARE ISSUANCE PROPOSAL, THE UNION PACIFIC ADJOURNMENT PROPOSAL, OR VOTING YOUR SHARES, PLEASE CONTACT:

Sodali & Co
430 Park Avenue, 14th Floor
New York, NY 10022
Shareholders may call toll-free: +1 (800) 662-5200
Banks and Brokers may call collect: +1 (203) 658-9400

By Order of the Union Pacific Board of Directors,

Christina B. Conlin
Executive Vice President, Chief Legal Officer and Corporate Secretary

Omaha, Nebraska
Dated: [ ], 2025

Norfolk Southern Corporation
650 West Peachtree Street, NW
Atlanta, Georgia 30308

NOTICE OF SPECIAL MEETING OF SHAREHOLDERS
TO BE HELD ON NOVEMBER 14, 2025

To the Shareholders of Norfolk Southern Corporation:

On July 28, 2025, Norfolk Southern Corporation (which is referred to as Norfolk Southern), Union Pacific Corporation (which is referred to as Union Pacific), and two (2) wholly owned subsidiaries of Union Pacific, Ruby Merger Sub 1 Corporation and Ruby Merger Sub 2 LLC, entered into an Agreement and Plan of Merger (which is referred to as, and as may be amended from time to time, the merger agreement), a copy of which is attached as Annex A to the joint proxy statement/prospectus accompanying this notice. The merger agreement provides, among other things, for the acquisition of Norfolk Southern by Union Pacific through two (2) mergers: (i) first, Ruby Merger Sub 1 Corporation will merge with and into Norfolk Southern with Norfolk Southern surviving as a wholly owned subsidiary of Union Pacific (which merger is referred to as the first merger); and (ii) second, immediately after the first merger, Norfolk Southern will merge with and into Ruby Merger Sub 2 LLC with Ruby Merger Sub 2 LLC surviving as a wholly owned subsidiary of Union Pacific (which merger is referred to as the second merger and, together with the first merger, the mergers).

NOTICE IS HEREBY GIVEN that a special meeting of shareholders of Norfolk Southern (which is referred to as the Norfolk Southern special meeting) will be held virtually at 9:00 a.m., Eastern Time, on November 14, 2025 (unless it is adjourned or postponed to a later date) via live audio webcast at *www.virtualshareholdermeeting.com/NSC2025SM*. The Norfolk Southern special meeting will be held exclusively online via live audio webcast.

We are pleased to notify you of, and invite you to attend, the Norfolk Southern special meeting. At the Norfolk Southern special meeting, you will be asked to consider and vote on the following matters:

1. proposal to approve the merger agreement and the transactions contemplated thereby, including the mergers (which proposal is referred to as the merger agreement proposal);
2. proposal to approve, on a non-binding advisory basis, the compensation that may be paid or become payable to the named executive officers of Norfolk Southern in connection with the transactions contemplated by the merger agreement (which proposal is referred to as the merger-related compensation proposal); and
3. proposal to adjourn the Norfolk Southern special meeting from time to time, if necessary or appropriate, to solicit additional proxies in the event there are not sufficient votes at the time of the Norfolk Southern special meeting to approve the merger agreement proposal (which proposal is referred to as the Norfolk Southern adjournment proposal).

Approval of the merger agreement proposal is required to complete the transactions contemplated by the merger agreement.

Norfolk Southern will transact no other business at the Norfolk Southern special meeting, except for business properly brought before the Norfolk Southern special meeting or, by, or at the direction of the Norfolk Southern board of directors, any adjournment or postponement thereof. The accompanying joint proxy statement/prospectus describes the matters to be considered at the Norfolk Southern special meeting in more detail.

The Norfolk Southern special meeting will be held in virtual meeting format only. You will not be able to attend the meeting physically in person. To attend the Norfolk Southern special meeting, you must be a shareholder

on the record date. To submit your proxy through the internet, you may vote your shares at *www.proxyvote.com*. You will need the control number found on your proxy card or voting instruction form. You may also vote during the Norfolk Southern special meeting by clicking on www.virtualshareholdermeeting.com/NSC2025SM. Beneficial shareholders who do not have a control number should follow the instructions provided on the voting instruction form provided by your bank, broker, nominee, trustee, or other record holder. Beneficial holders that wish to vote at the meeting must obtain a legal proxy from their bank, broker, nominee, trustee, or other record holder prior to the meeting. You will need to have an electronic image (such as a pdf file or scan) of the legal proxy with you if you are voting at the meeting.

The Norfolk Southern board of directors has set October 6, 2025, as the record date for the Norfolk Southern special meeting for determining the Norfolk Southern shareholders entitled to notice of and to vote at the Norfolk Southern special meeting and any adjournment or postponement thereof. Any shareholder entitled to vote at the Norfolk Southern special meeting is entitled to appoint a proxy to vote on such shareholder's behalf. Such proxy need not be a holder of Norfolk Southern common stock.

Your vote is very important regardless of the number of shares of Norfolk Southern common stock that you own. The transactions contemplated by the merger agreement cannot be completed without approval of the merger agreement proposal by the affirmative vote of a majority of the votes cast and entitled to vote on the merger agreement proposal at the Norfolk Southern special meeting. To ensure you are represented at the Norfolk Southern special meeting, please complete and return the enclosed proxy card or submit your proxy by telephone or through the internet. Please vote promptly whether or not you expect to attend the Norfolk Southern special meeting. Submitting a proxy now will not prevent you from being able to vote virtually at the Norfolk Southern special meeting.

The Norfolk Southern board of directors has unanimously adopted the merger agreement and approved the transactions contemplated by the merger agreement, including the mergers, and unanimously recommends that you vote "FOR" the merger agreement proposal, "FOR" the merger-related compensation proposal, and "FOR" the Norfolk Southern adjournment proposal.

The joint proxy statement/prospectus of which this notice is a part provides a detailed description of the merger agreement, the transactions contemplated thereby, including the mergers, and the other matters to be considered at the Norfolk Southern special meeting. A summary of the merger agreement is included in the joint proxy statement/prospectus in the sections entitled "*The Mergers*" and "*The Merger Agreement*," and a copy of the merger agreement is attached as Annex A to the joint/proxy statement prospectus, each of which are incorporated by reference into this notice to the same extent as if fully set forth herein. We encourage you to carefully read this joint proxy statement/prospectus (including the annexes thereto) and any other documents incorporated by reference herein in their entirety.

By Order of the Norfolk Southern Board of Directors,

Mark R. George
President and Chief Executive Officer

Atlanta, Georgia
[ ], 2025

PLEASE VOTE YOUR SHARES PROMPTLY. YOU CAN FIND INSTRUCTIONS FOR VOTING ON THE ENCLOSED PROXY CARD. IF YOU HAVE QUESTIONS ABOUT THE MERGERS, THE MERGER AGREEMENT PROPOSAL, THE MERGER-RELATED COMPENSATION PROPOSAL, THE NORFOLK SOUTHERN ADJOURNMENT PROPOSAL, OR VOTING YOUR SHARES, PLEASE CONTACT:

Innisfree M&A Incorporated
501 Madison Avenue, 20th Floor
New York, NY 10022
Shareholders may call toll free: +1 (877) 750-8198
Banks and Brokers may call collect: +1 (212) 750-5833

REFERENCES TO ADDITIONAL INFORMATION

This joint proxy statement/prospectus incorporates by reference important business and financial information about Union Pacific and Norfolk Southern from other documents that are not included in or delivered with this joint proxy statement/prospectus. For a listing of the documents incorporated by reference into this joint proxy statement/prospectus and additional information, see "*Where You Can Find More Information*."

You can obtain any of the documents incorporated by reference into this joint proxy statement/prospectus without charge by requesting them in writing or by telephone from Sodali & Co, Union Pacific's proxy solicitor, or Innisfree M&A Incorporated, Norfolk Southern's proxy solicitor, at the following addresses and telephone numbers:

For Union Pacific Shareholders:
Sodali & Co
430 Park Avenue, 14th Floor
New York, NY 10022
Shareholders may call toll-free: +1 (800) 662-5200
Banks and Brokers may call collect: +1 (203) 658-9400

For Norfolk Southern Shareholders:
Innisfree M&A Incorporated
501 Madison Avenue, 20th Floor
New York, NY 10022
Shareholders may call toll free: +1 (877) 750-8198
Banks and Brokers may call collect: +1 (212) 750-5833

You will not be charged for any of these documents that you request. To receive timely delivery of the documents in advance of the special meetings, you should make your request no later than November 7, 2025, which is five (5) business days before the special meetings.

You may also obtain any of the documents incorporated by reference into this joint proxy statement/prospectus without charge through the Securities and Exchange Commission, which is referred to as the SEC, website at *www.sec.gov*. In addition, you may obtain copies of documents filed by Union Pacific with the SEC by accessing Union Pacific's website at investor.unionpacific.com. You may also obtain copies of documents filed by Norfolk Southern with the SEC by accessing Norfolk Southern's website at norfolksouthern.investorroom.com.

We are not incorporating the contents of the websites of the SEC, Union Pacific, Norfolk Southern, or any other entity into this joint proxy statement/prospectus. We are providing the information about how you can obtain certain documents that are incorporated by reference into this joint proxy statement/prospectus at these websites only for your convenience.

ABOUT THIS JOINT PROXY STATEMENT/PROSPECTUS

Except where the context otherwise states, Union Pacific has supplied all information contained in or incorporated by reference into this joint proxy statement/prospectus relating to Union Pacific (including the annexes hereto), and Norfolk Southern has supplied all information contained in or incorporated by reference into this joint proxy statement/prospectus relating to Norfolk Southern (including the annexes hereto). Union Pacific and Norfolk Southern both contributed information relating to the mergers.

This joint proxy statement/prospectus forms a part of a registration statement on Form S-4 (Registration No. 333-290282) filed by Union Pacific with the SEC. It constitutes a prospectus of Union Pacific under Section 5 of the Securities Act, and the rules thereunder, with respect to the shares of Union Pacific common stock to be issued to Norfolk Southern shareholders in the first merger. It also constitutes a proxy statement under Section 14(a) of the Exchange Act and a notice of meeting (i) with respect to the Union Pacific special meeting of shareholders at which Union Pacific shareholders will consider and vote on the share issuance proposal and the Union Pacific adjournment proposal and (ii) with respect to the Norfolk Southern special meeting of shareholders at which Norfolk Southern shareholders will consider and vote on the merger agreement proposal, the merger-related compensation proposal, and the Norfolk Southern adjournment proposal.

You should rely only on the information contained in or incorporated by reference into this joint proxy statement/prospectus (including the annexes hereto). No one has been authorized to provide you with information that is different from that contained in or incorporated by reference into this joint proxy statement/prospectus (including the annexes hereto). You should not assume that the information included as annexes or contained in any document incorporated by reference herein is accurate as of any date other than the date of such document. Any statement contained in a document incorporated or deemed to be incorporated by reference into this joint proxy statement/prospectus will be deemed to be modified or superseded to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference into this joint proxy statement/prospectus modifies or supersedes that statement. Any statement so modified or superseded will not be deemed, except as so modified or superseded, to constitute a part of this joint proxy statement/prospectus. Neither Union Pacific nor Norfolk Southern assumes any obligation to update the information contained in this joint proxy statement/prospectus (whether as a result of new information, future events, or otherwise), except as required by applicable law. Neither the mailing of this joint proxy statement/prospectus to the shareholders of Union Pacific or Norfolk Southern, nor Union Pacific or Norfolk Southern taking of any actions contemplated hereby at any time, will create any implication to the contrary.

This joint proxy statement/prospectus does not constitute an offer to sell, or a solicitation of an offer to buy, any securities, or the solicitation of a proxy, in any jurisdiction in which or from any person to whom it is unlawful to make any such offer or solicitation in such jurisdiction.

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DEFINED TERMS

Unless stated otherwise, when the following bolded terms and abbreviations appear in this joint proxy statement/prospectus, they have the meanings indicated below:

alternative proposal	any proposal, offer, or indication of intent made by any person or group of persons (other than Norfolk Southern or its affiliates or Union Pacific, Merger Sub 1, Merger Sub 2, or their respective affiliates, as applicable) relating to or concerning (i) a merger, reorganization, share exchange, consolidation, business combination, recapitalization, or similar transaction involving Union Pacific or Norfolk Southern, as applicable, in each case (whether in one (1) or a series of related transactions), as a result of which such person or group of persons (or their shareholders) obtains control over, or becomes the beneficial owner of, directly or indirectly, 10% or more of the total voting power of Union Pacific or Norfolk Southern, as applicable, or the surviving entity (or any direct or indirect parent company thereof), as applicable, immediately following such transaction or (ii) the acquisition by any person of 10% or more of the net revenues, net income, or total assets of Union Pacific and its subsidiaries or Norfolk Southern and its subsidiaries, as applicable, on a consolidated basis
BofA	BofA Securities, Inc.
cash consideration	$88.82 in cash, without interest
closing	the closing of the mergers
CNA	the Comisión Nacional Antimonopolio (the Mexican National Antitrust Commission) or its predecessor agencies (the Comisión Federal de Competencia Económica (COFECE) and the Instituto Federal de Telecomunicaciones (IFT)) or any successor agency
CNA approval	the authorizations from, or such other actions as are required to be made with or obtained from, the CNA or its predecessor agencies or any successor agency
Code	the Internal Revenue Code of 1986, as amended
combined company	Union Pacific immediately following the completion of the mergers
confidentiality agreement	the confidentiality agreement, by and between Union Pacific and Norfolk Southern, dated as of May 19, 2025
Exchange Act	Securities Exchange Act of 1934, as amended
equity award exchange ratio	the sum of (i) the exchange ratio, plus (ii) the quotient of (a) the cash consideration, divided by (b) the Union Pacific share price, rounded to the nearest one thousandth
exchange ratio	one (1) validly issued, fully paid and nonassessable share of Union Pacific common stock per share of Norfolk Southern common stock

FCC	the Federal Communications Commission or any successor agency
first effective time	the effective time of the first merger
first merger	the merger of Merger Sub 1 with and into Norfolk Southern, resulting in Norfolk Southern surviving as a direct, wholly owned subsidiary of Union Pacific
GAAP	generally accepted accounting principles in the United States
intervening event	any event, change, occurrence, or development that is unknown and not reasonably foreseeable to the Union Pacific board or the Norfolk Southern board, as applicable, as of the date of the merger agreement, which event, change, occurrence, or development becomes known to the Union Pacific board or the Norfolk Southern board, as applicable, after such party's execution and delivery of the merger agreement and before shareholder approval of the share issuance proposal or merger agreement proposal is obtained, as applicable; provided that in no event shall any of the following be an intervening event or be taken into account in determining whether an intervening event has occurred: (i) the receipt, existence, terms of, or opportunity for an alternative proposal or other business combination proposal (or any proposal or inquiry that would reasonably be expected to lead to an alternative proposal or other such proposal, or direct and indirect consequences thereof); (ii) any matter contemplated by the efforts covenant in the merger agreement relating to obtaining regulatory approvals, including any non-compliance with such covenant or any consequence thereof; (iii) any event, change, occurrence or development described in clauses (a), and (c) through (l) of the definition of parent material adverse effect or company material adverse effect, as applicable, in the merger agreement; or (iv) any change in the market price or trading volume of Union Pacific common stock or Norfolk Southern common stock, any change in the credit rating of Union Pacific or Norfolk Southern or any of their respective securities, or Union Pacific or Norfolk Southern failing to meet, meeting or exceeding internal or published projections, forecasts, guidance or revenue or earning prediction, or other financial or operating metrics for any period (provided that any event, change, occurrence, or development giving rise to or contributing to such change, failing to meet, meeting or exceedance that is not otherwise excluded by the foregoing clauses (i) through (iii) may be an intervening event and may be taken into account in determining whether an intervening event has occurred)

merger agreement	the Agreement and Plan of Merger, dated as of July 28, 2025, by and among Union Pacific, Merger Sub 1, Merger Sub 2, and Norfolk Southern, as may be amended from time to time, a copy of which is attached as Annex A to this joint proxy statement/prospectus
merger agreement proposal	the proposal to approve the merger agreement and the transactions contemplated thereby, including the mergers
merger consideration	the cash consideration together with the share consideration
merger consideration value	the sum of (i) the cash consideration plus (ii) (a) the Union Pacific share price multiplied by (b) the exchange ratio
Merger Sub 1	Ruby Merger Sub 1 Corporation, a Virginia corporation
Merger Sub 2	Ruby Merger Sub 2 LLC, a Virginia limited liability company
merger-related compensation proposal	a non-binding advisory vote on compensation that may be paid or become payable to the named executive officers of Norfolk Southern in connection with the transactions contemplated by the merger agreement
mergers	the first merger and the second merger
Morgan Stanley	Morgan Stanley & Co. LLC
Norfolk Southern	Norfolk Southern Corporation, a Virginia corporation
Norfolk Southern adjournment proposal	the proposal to adjourn the Norfolk Southern special meeting from time to time, if necessary or appropriate, to solicit additional proxies in the event there are not sufficient votes at the time of the Norfolk Southern special meeting to approve the merger agreement proposal
Norfolk Southern board	the board of directors of Norfolk Southern
Norfolk Southern bylaws	the bylaws of Norfolk Southern, as amended
Norfolk Southern common stock	the common stock, par value $1.00 per share, of Norfolk Southern
Norfolk Southern equity award	Norfolk Southern PSUs, Norfolk Southern RSUs, and Norfolk Southern options
Norfolk Southern permit	each franchise, grant, concession, authorization, license, permit, easement, variance, exception, consent, certificate, approval, clearance, tariff, qualification, registration, and order of any governmental entity necessary for Norfolk Southern and its subsidiaries to own, lease, and operate their properties and assets or to carry on their businesses as they were being conducted as of the date of the merger agreement

Norfolk Southern phantom stock unit	each cash-settled stock unit credited to a non-employee director of Norfolk Southern under the Norfolk Southern Directors' Deferred Fee Plan that is denominated in and tracks the value of shares of Norfolk Southern common stock
Norfolk Southern PSU	each performance share unit award in respect of shares of Norfolk Southern common stock
Norfolk Southern RSU	each restricted stock unit award in respect of shares of Norfolk Southern common stock
Norfolk Southern shareholder approval	the affirmative vote of a majority of the votes cast by holders of Norfolk Southern common stock in favor of the approval of the merger agreement proposal
Norfolk Southern option	each compensatory option to purchase shares of Norfolk Southern common stock
NYSE	New York Stock Exchange
requisite regulatory approvals	STB approval and CNA approval
SEC	U.S. Securities and Exchange Commission
second effective time	the effective time of the second merger
second merger	the merger of Norfolk Southern (as the surviving corporation of the first merger) with and into Merger Sub 2 immediately after the first merger, resulting in Merger Sub 2 surviving as a direct, wholly owned subsidiary of Union Pacific
Securities Act	Securities Act of 1933, as amended
share consideration	a number of shares of Union Pacific common stock equal to the exchange ratio
share issuance	the issuance of shares of Union Pacific common stock pursuant to the merger agreement
share issuance proposal	the proposal to approve the share issuance
STB	the U.S. Surface Transportation Board
STB approval	the approval, authorization, or exemption by the STB of the mergers and other transactions contemplated by the merger agreement within the jurisdiction of the STB
superior proposal	an unsolicited, bona fide written alternative proposal, made after the date of the merger agreement, substituting in the definition of "alternative proposal" "greater than 50%" for "10% or more" in each

	place such phrase appears, that the Union Pacific board or Norfolk Southern board, as applicable, determines in good faith, after consultation with its outside legal and financial advisors, and considering all legal, financial, financing, and regulatory aspects of the proposal, the identity of the person(s) making the proposal and the likelihood of the proposal being consummate in accordance with its terms, would, if consummated, result in a transaction (i) that is more favorable to such party's shareholders, from a financial point of view, than the transactions contemplated by the merger agreement (after taking into account, in addition to all other relevant factors, any revisions to the terms of the transactions contemplated by the merger agreement pursuant to the non-solicitation provisions thereof) and (ii) that is reasonably likely to be completed, taking into account any regulatory, financing, or approval requirements and any other aspects considered relevant to such party's board
Union Pacific	Union Pacific Corporation, a Utah corporation
Union Pacific adjournment proposal	the proposal to adjourn the Union Pacific special meeting from time to time, if necessary or appropriate, to solicit additional proxies in the event there are not sufficient votes at the time of the Union Pacific special meeting to approve the share issuance proposal
Union Pacific articles of incorporation	the restated articles of incorporation of Union Pacific, as amended and restated through June 27, 2011, and as further amended on May 15, 2014
Union Pacific board	the board of directors of Union Pacific
Union Pacific by-laws	the by-laws of Union Pacific, as amended
Union Pacific share price	the average of the volume weighted averages of the trading prices of Union Pacific common stock on the NYSE (as reported by Bloomberg L.P. or, if not reported therein, in another authoritative source mutually selected by Union Pacific and Norfolk Southern in good faith) on each of the ten (10) consecutive trading days ending on (and including) the trading day that is two (2) trading days prior to the closing date
Union Pacific common stock	the common stock, par value $2.50 per share, of Union Pacific
URBCA	Utah Revised Business Corporations Act, as amended
VLLCA	Virginia Limited Liability Company Act, as amended
VSCA	Virginia Stock Corporation Act, as amended
Wells Fargo	Wells Fargo Securities, LLC

QUESTIONS AND ANSWERS ABOUT THE MERGERS AND THE SPECIAL MEETINGS

The following questions and answers are intended to address briefly some commonly asked questions regarding the merger agreement, the mergers, the share issuance, and the other transactions contemplated by the merger agreement. Union Pacific and Norfolk Southern urge you to read carefully this entire joint proxy statement/prospectus, including the annexes and the other documents referred to or incorporated by reference into this joint proxy statement/prospectus, because the information in this section does not provide all of the information that might be important to you.

About the Merger Agreement and the Mergers

Q: What is the merger agreement and what are the mergers?

A: On July 28, 2025, Union Pacific, Norfolk Southern, Merger Sub 1, and Merger Sub 2 entered into the merger agreement. Subject to the terms and conditions of the merger agreement, the parties will consummate the mergers. In the first merger, Merger Sub 1 will merge with and into Norfolk Southern, with Norfolk Southern continuing as the surviving corporation and a direct, wholly owned subsidiary of Union Pacific. Immediately following the completion of the first merger, Norfolk Southern will merge with and into Merger Sub 2, with Merger Sub 2 surviving as a direct, wholly owned subsidiary of Union Pacific.

Q: What will Norfolk Southern shareholders receive in the mergers?

A: Pursuant to the merger agreement, in the first merger, Norfolk Southern shareholders will receive $88.82 in cash, without interest, and one (1) validly issued, fully paid, and nonassessable share of Union Pacific common stock for each share of Norfolk Southern common stock that they own.

Q: What happens if the market price of Union Pacific common stock or Norfolk Southern common stock changes before the closing of the mergers and what is the value of the merger consideration?

A: Changes in the market price of Union Pacific common stock or the market price of Norfolk Southern common stock at or prior to the effective time of the mergers will not change the number of shares of Union Pacific common stock that Norfolk Southern shareholders will receive because the exchange ratio is fixed at one (1) validly issued, fully paid, and nonassessable share of Union Pacific common stock. The value of the merger consideration to be received in exchange for each share of Norfolk Southern common stock will fluctuate with the market value of Union Pacific common stock until the mergers are completed.

Based on Union Pacific's unaffected closing stock price on July 16, 2025, the latest trading day prior to press speculation that Union Pacific was pursuing a potential acquisition of Norfolk Southern, the implied value of the merger consideration was $320.00 per share, representing a 25% premium to Norfolk Southern's 30-trading-day volume weighted average closing price per share on July 16, 2025.

Based on Union Pacific's closing stock price on September 26, 2025, the last practicable trading day before the date of this joint proxy statement/prospectus, the implied value of the merger consideration was $324.02.

Q: Are there any conditions to completion of the merger?

A: Yes. Completion of the mergers is conditioned on Union Pacific shareholders approving the share issuance proposal, Norfolk Southern shareholders approving the merger agreement proposal, the receipt of approval of the STB, and a number of other conditions that must be satisfied or waived before the mergers can be consummated. For a description of all of the conditions to the mergers, see "*The Merger Agreement—Conditions to the Mergers*."

For Union Pacific Shareholders

Q: When and where is the Union Pacific special meeting?

A: The special meeting of Union Pacific shareholders, which is referred to as the Union Pacific special meeting, will be held at 8:00 a.m., Central Time, on November 14, 2025 (unless it is adjourned or postponed to a later date), via live audio webcast at *www.virtualshareholdermeeting.com/UNP2025SM*. The Union Pacific special meeting will be held exclusively online via live audio webcast.

Q: What matters will be voted on at the Union Pacific special meeting?

A: Union Pacific shareholders will be asked to consider and vote on the following proposals:

- the share issuance proposal; and
- the Union Pacific adjournment proposal.

Q: Who is entitled to vote at the Union Pacific special meeting?

A: The Union Pacific record date is October 6, 2025, which is referred to as the Union Pacific record date. Only holders of Union Pacific common stock as of the close of business on the Union Pacific record date are entitled to notice of, and to vote at, the Union Pacific special meeting, unless a new record date is set in connection with any adjournment or postponement of the Union Pacific special meeting. As of September 26, 2025, the last practicable trading day prior to the date of this joint proxy statement/prospectus, there were 593,123,574 issued and outstanding shares of Union Pacific common stock. Each Union Pacific shareholder entitled to vote at the Union Pacific special meeting is entitled to one (1) vote per share at the Union Pacific special meeting. As of September 26, 2025, the last practicable trading day prior to the date of this joint proxy statement/prospectus, the issued and outstanding Union Pacific common stock was held by approximately 26,043 shareholders of record.

Q: How does the Union Pacific board recommend that I vote on the proposals?

A: After careful consideration, the Union Pacific board unanimously (i) approved and declared advisable the merger agreement and the consummation of the transactions contemplated by the merger agreement, including the mergers and the share issuance, and (ii) directed that the share issuance proposal and the Union Pacific adjournment proposal be submitted to the Union Pacific shareholders for approval at the Union Pacific special meeting. The Union Pacific board recommends that Union Pacific shareholders vote "**FOR**" the share issuance proposal and "**FOR**" the Union Pacific adjournment proposal. For a summary of the factors considered by the Union Pacific board in reaching its decision to approve the merger agreement and the consummation of the transactions contemplated by the merger agreement, including the mergers and the share issuance, see "*The Mergers—Union Pacific's Reasons for the Mergers; Recommendation of the Union Pacific Board of Directors*."

Q: What will happen to my shares of Union Pacific common stock?

A: Nothing. You will continue to own the same shares of Union Pacific common stock that you owned prior to the effective time of the mergers. As a result of the share issuance, however, the overall ownership percentage of the current Union Pacific shareholders in the combined company will be diluted.

Immediately following the completion of the mergers:

- continuing Union Pacific shareholders will own approximately 73% of the then outstanding Union Pacific common stock, based on the number of shares and stock-based awards of Union Pacific and Norfolk Southern outstanding as of September 26, 2025, the last practicable trading day before the date of the joint proxy statement/prospectus; and

- former Norfolk Southern shareholders will own approximately 27% of the then outstanding Union Pacific common stock, based on the number of shares and stock-based awards of Union Pacific and Norfolk Southern outstanding as of September 26, 2025, the last practicable trading day before the date of the joint proxy statement/prospectus.

Q: Do the Union Pacific directors and executive officers have any interests in the mergers?

A: Yes. In connection with the consummation of the mergers, Union Pacific's directors and executive officers have interests in the mergers that may be different from, or in addition to, those of the shareholders of Union Pacific generally. The Union Pacific board was aware of these interests and considered them, among other things, in reaching its decision to approve the merger agreement, the mergers, the share issuance, and the other transactions contemplated by the merger agreement. These interests are described in more detail in "*The Mergers—Interests of Directors and Executive Officers in the Mergers—Interests of Union Pacific Directors and Executive Officers in the Mergers*."

Q: What constitutes a quorum at the Union Pacific special meeting?

A: The Union Pacific by-laws provide that a quorum at the Union Pacific special meeting is the presence, in person or represented by proxy, of a majority of the votes entitled to be cast on the matter.

Q: What vote is required for Union Pacific shareholders to approve the share issuance proposal?

A: Assuming a quorum is present at the Union Pacific special meeting, approval of the share issuance proposal requires the affirmative vote of the majority of the votes cast and entitled to vote thereon at the Union Pacific special meeting. Only holders of Union Pacific common stock at the close of business on the Union Pacific record date will be entitled to vote on the share issuance proposal.

Q: What vote is required for Union Pacific shareholders to approve the Union Pacific adjournment proposal?

A: Whether or not a quorum is present, approval of the Union Pacific adjournment proposal requires the affirmative vote of a majority of the votes cast and entitled to vote thereon at the Union Pacific special meeting. Only holders of Union Pacific common stock at the close of business on the Union Pacific record date will be entitled to vote on the Union Pacific adjournment proposal. The vote on the Union Pacific adjournment proposal is separate and apart from the vote to approve the share issuance proposal and is not a condition to the completion of the mergers.

Q: Is my vote at the Union Pacific special meeting important and how are votes counted at the Union Pacific special meeting?

A: Yes, your vote is very important. If you do not submit a proxy or vote in person at the meeting, it will be more difficult for us to obtain the necessary quorum to hold the Union Pacific special meeting. For the share issuance proposal, you may vote "**FOR**," "**AGAINST**," or "**ABSTAIN**." For purposes of the share issuance proposal, assuming a quorum is present, abstention from voting, the failure of a Union Pacific shareholder who holds his, her, or its shares in "street name" through a bank, broker, nominee, trustee, or other record holder to give voting instructions to that bank, broker, nominee, trustee, or other record holder, or any other failure of a Union Pacific shareholder to vote, will have no effect on the outcome of the share issuance proposal.

For the Union Pacific adjournment proposal, you may vote "**FOR**," "**AGAINST**," or "**ABSTAIN**." For purposes of the Union Pacific adjournment proposal, whether or not a quorum is present, abstention from voting, the failure of a Union Pacific shareholder who holds his, her, or its shares in "street name" through a

bank, broker, nominee, trustee, or other record holder to give voting instructions to that bank, broker, nominee, trustee, or other record holder, or any other failure of a Union Pacific shareholder to vote, will have no effect on the outcome of the Union Pacific adjournment proposal.

Properly executed proxy cards with no instructions indicated on the proxy card will be voted "**FOR**" the share issuance proposal and "**FOR**" the Union Pacific adjournment proposal.

Q: What happens if I sell my Union Pacific common stock before the Union Pacific special meeting?

A: The record date for the Union Pacific special meeting is earlier than the date of the Union Pacific special meeting. If you sell your shares of Union Pacific common stock after Union Pacific's record date but before the date of the Union Pacific special meeting, you will retain any right to vote at the Union Pacific special meeting.

Q: How do I submit a proxy or vote my shares at the Union Pacific special meeting?

A: You may submit your proxy by telephone, through the internet, or by mailing the enclosed proxy card, and you may vote virtually at the Union Pacific special meeting by attending the live audio webcast at *www.virtualshareholdermeeting.com/UNP2025SM*. If you hold your shares in more than one (1) account, please be sure to submit a proxy to each proxy card you receive.

To submit your proxy by telephone, call 1-800-690-6903. In order to vote your shares by telephone, you will need the sixteen (16)-digit control number included on your enclosed proxy card (which is unique to each Union Pacific shareholder to ensure all voting instructions are genuine and to prevent duplicate voting).

To submit your proxy through the internet, you may vote your shares at *www.proxyvote.com*. In order to vote your shares through the internet, you will need the sixteen (16)-digit control number included on your enclosed proxy card.

If you choose to submit your proxy through the internet or by telephone, your proxy must be received by 11:59 p.m. Eastern Time on November 13, 2025 in order to be counted at the Union Pacific special meeting.

To vote during the live audio webcast, follow the instructions available on the Union Pacific special meeting website at *www.virtualshareholdermeeting.com/UNP2025SM*. The Union Pacific special meeting will be held exclusively online via live audio webcast. To be admitted to the live audio webcast, you must provide your sixteen (16)-digit control number. We recommend you submit your vote by proxy prior to the date of the Union Pacific special meeting even if you plan to attend the meeting virtually via the internet.

If you hold your shares of Union Pacific common stock in "street name" through a bank, broker, nominee, trustee, or other record holder, you may vote through the internet or by telephone only if internet or telephone voting is made available by your bank, broker, nominee, trustee, or other record holder. Please follow the voting instructions provided by your bank, broker, nominee, trustee, or other record holder with these materials.

If you hold shares of Union Pacific common stock directly in your name as a shareholder of record, you may vote by mail by completing, signing, and dating your enclosed proxy card and returning it in the accompanying pre-addressed envelope no later than the close of business on November 13, 2025 in order for your vote to be counted at the Union Pacific special meeting.

If you hold your shares of Union Pacific common stock in "street name" through a bank, broker, nominee, trustee, or other record holder, you may vote by mail by completing, signing, and dating the voting instruction form provided by your bank, broker, nominee, trustee, or other record holder and returning it in the accompanying pre-addressed envelope. Your bank, broker, nominee, trustee, or other record holder must receive your voting instruction form in sufficient time to vote your shares at the Union Pacific special meeting.

If you hold shares of Union Pacific common stock in "street name" through a bank, broker, nominee, trustee, or other record holder, you will receive separate voting instructions from your bank, broker, nominee, trustee, or other record holder for voting during the live audio webcast. You must follow the voting instructions provided by your bank, broker, nominee, trustee, or other record holder in order to instruct your bank, broker, nominee, trustee, or other record holder on how to vote your shares of Union Pacific common stock.

Q: If my Union Pacific shares are held in "street name" by my bank, broker, nominee, trustee, or other record holder, will my bank, broker, nominee, trustee, or other record holder vote my shares for me at the Union Pacific special meeting?

A: No. If your shares are held in street name and your voting instruction form indicates that you may vote those shares through the *www.proxyvote.com* website, then you may access, participate in, and vote at the Union Pacific special meeting with the sixteen (16)-digit control number indicated on that voting instruction form. Otherwise, shareholders who hold their shares in street name should contact their bank, broker, nominee, trustee, or other record holder (preferably at least five (5) days before the Union Pacific special meeting) and obtain a "legal proxy" in order to be able to attend, participate in, or vote at the Union Pacific special meeting.

Q: How can I revoke or change my vote at the Union Pacific special meeting?

A: You may revoke your vote at any time before voting takes place at the Union Pacific special meeting by taking one of the following actions: (i) deliver to the Corporate Secretary of Union Pacific a written notice, dated later than the proxy you want to revoke, stating that the proxy is revoked or (ii) submit new telephone or internet instructions or deliver a validly executed later-dated proxy. For this purpose, communications to the Corporate Secretary of Union Pacific should be addressed to Union Pacific Corporation, 1400 Douglas Street, 19th Floor, Omaha, Nebraska 68179 and must be received before the time that the proxy you wish to revoke is voted at the Union Pacific special meeting. Please note that if your shares are held in "street name" through a bank, broker, nominee, trustee, or other record holder and you wish to revoke a previously granted proxy, you must contact that entity and submit new voting instructions to such bank, broker, nominee, trustee, or other record holder. You may also revoke your proxy by attending and voting during the Union Pacific special meeting before the polls are closed.

Q: Will a proxy solicitor be used by Union Pacific in connection with the Union Pacific special meeting?

A: Yes. Union Pacific has engaged Sodali & Co to assist in the solicitation of proxies for the Union Pacific special meeting, and Union Pacific has agreed to pay them an estimated fee of $72,700, plus their reasonable out-of-pocket expenses incurred in connection with the solicitation.

Q: How can I vote the shares of Union Pacific that I hold through Union Pacific's thrift and retirement plans?

A: Participants in Union Pacific's thrift and retirement plans, which are collectively referred to in this joint proxy statement/prospectus as the Union Pacific Retirement Plans, who hold shares of Union Pacific common stock through the Union Pacific Retirement Plans will receive separate voting instructions. Please note that participants in the Union Pacific Retirement Plans cannot vote the shares of Union Pacific common stock held through the Union Pacific Retirement Plans in person at the Union Pacific special meeting.

Q: Will Union Pacific be required to submit the share issuance proposal to Union Pacific shareholders even if the Union Pacific board has withdrawn, modified, or qualified its recommendation?

A: Yes. Unless the merger agreement is terminated prior to the Union Pacific special meeting, Union Pacific is required to submit the share issuance proposal to its shareholders even if the Union Pacific board has withdrawn, modified, or qualified its recommendation in favor of the proposal.

Q: Am I entitled to exercise appraisal rights in respect of my Union Pacific shares?

A: No. Union Pacific shareholders are not entitled to any appraisal rights in connection with the mergers or any other transactions described in this joint proxy statement/prospectus.

Q: What else do I need to do now prior to the Union Pacific special meeting?

A: You are urged to read this joint proxy statement/prospectus carefully and in its entirety, including its annexes and the information incorporated by reference herein, and to consider how the mergers may affect you. Even if you plan to attend the Union Pacific special meeting, please vote promptly.

For Norfolk Southern Shareholders

Q: How will I receive the merger consideration in respect of my Norfolk Southern shares if the mergers are completed?

A: If you are a shareholder of record of Norfolk Southern shares and hold your shares in certificated form, you will receive a letter of transmittal with detailed written instructions for exchanging shares for the merger consideration. If you are a holder of record of Norfolk Southern book-entry shares, you will receive (i) a notice advising you of the effectiveness of the mergers, (ii) a statement reflecting the aggregate number of shares of Union Pacific common stock (which will be in uncertificated book-entry form) that you have a right to receive pursuant to the merger agreement, and (iii) a check in the amount equal to the cash issuable to you as merger consideration.

If you are not a shareholder of record, but instead hold your shares of Norfolk Southern common stock in "street name" through a bank, broker, nominee, trustee, or other record holder, you will receive instructions from your bank, broker, nominee, trustee, or other record holder as to how to effect the surrender of your "street name" shares in exchange for the merger consideration.

Q: When and where is the Norfolk Southern special meeting?

A: The special meeting of Norfolk Southern shareholders, which is referred to as the Norfolk Southern special meeting, will be held virtually at 9:00 a.m., Eastern Time, on November 14, 2025 (unless it is adjourned or postponed to a later date), via live audio webcast at *www.virtualshareholdermeeting.com/NSC2025SM*. The Norfolk Southern special meeting will be held exclusively online via live audio webcast.

Q: What matters will be voted on at the Norfolk Southern special meeting?

A: You will be asked to consider and vote on the following proposals:

- the merger agreement proposal;
- the merger-related compensation proposal; and
- the Norfolk Southern adjournment proposal.

Q: Who is entitled to vote at the Norfolk Southern special meeting?

A: The record date for the Norfolk Southern special meeting is October 6, 2025, which is referred to as the Norfolk Southern record date. Only holders of record of Norfolk Southern common stock as of the close of business on the Norfolk Southern record date are entitled to notice of, and to vote at, the Norfolk Southern special meeting, unless a new record date is set in connection with any adjournment or postponement of the Norfolk Southern special meeting. As of September 26, 2025, the last practicable trading day prior to the date of this joint proxy statement/prospectus, there were 244,708,449 issued and outstanding shares of Norfolk Southern common stock. At the Norfolk Southern special meeting, each Norfolk Southern shareholder entitled to vote at the Norfolk Southern special meeting is entitled to one (1) vote per share of Norfolk Southern common stock held by such shareholder.

Q: How does the Norfolk Southern Board recommend that I vote on the proposals?

A: The Norfolk Southern board unanimously (i) determined that it is in the best interests of Norfolk Southern and its shareholders, and declared it advisable, to enter into the merger agreement, (ii) approved the execution, delivery, and performance of the merger agreement and the consummation of the transactions contemplated by the merger agreement, including the mergers, (iii) adopted the merger agreement, and (iv) directed that the merger agreement proposal, the merger-related compensation proposal, and the Norfolk Southern adjournment proposal be submitted to the Norfolk Southern shareholders for approval at the Norfolk Southern special meeting. The Norfolk Southern board recommends that Norfolk Southern shareholders vote "**FOR**" the merger agreement proposal, "**FOR**" the merger-related compensation proposal, and "**FOR**" the Norfolk Southern adjournment proposal. For a summary of the factors considered by the Norfolk Southern board in reaching its decision to approve the merger agreement and the consummation of the transactions contemplated by the merger agreement, including the mergers, see "*The Mergers—Norfolk Southern Board's Recommendations and Its Reasons for the Transaction*."

Q: Why are Norfolk Southern shareholders being asked to consider and vote on a proposal to approve, by non-binding advisory vote, merger-related compensation arrangements for Norfolk Southern's named executive officers (i.e., the merger-related compensation proposal)?

A: Under SEC rules, Norfolk Southern is required to seek a non-binding advisory vote with respect to the compensation that may be paid or become payable to Norfolk Southern's named executive officers that is based on or otherwise relates to the mergers.

Q: What happens if Norfolk Southern shareholders do not approve the merger-related compensation proposal?

A: Because the vote on the merger-related compensation proposal is advisory in nature only, it will not be binding upon Norfolk Southern or Union Pacific. Accordingly, the merger-related compensation will be paid to Norfolk Southern's named executive officers to the extent payable in accordance with the terms of their compensation agreements and other contractual arrangements even if Norfolk Southern shareholders do not approve the merger-related compensation proposal. The vote on the merger-related compensation proposal is separate and apart from the votes to approve the other proposals being presented at the Norfolk Southern special meeting and is not a condition to the completion of the mergers.

Q: How do I vote if I own Norfolk Southern common stock through an employee plan?

A: If shares are credited to your account in the Norfolk Southern Corporation Thoroughbred Retirement Investment Plan or the Thrift and Investment Plan, you will receive a voting instruction form from the trustee of that plan. Your instructions submitted by mail, over the telephone, or by internet serve as voting instructions for the trustee of the plans, Vanguard Fiduciary Trust Company. If your instructions are not received by the trustee by 11:59 p.m., Eastern Time, on November 11, 2025, the trustee will vote your shares for each item on the proxy card in the same proportion as the shares that are voted for that item pursuant to the voting instructions received by the trustee from the other participants in the respective plan. While employee plan participants may instruct the trustee how to vote their plan shares, employee plan participants cannot vote their plan shares during the special meeting.

Q: Do the Norfolk Southern directors and executive officers have any interests in the merger?

A: Yes. In connection with the consummation of the mergers, Norfolk Southern's directors and executive officers may have interests in the mergers that are different from, or in addition to, those of the shareholders of Norfolk Southern generally. The Norfolk Southern board was aware of these interests and considered

them, among other things, in reaching its decision to adopt the merger agreement and approve the mergers and the other transactions contemplated by the merger agreement. These interests are described in more detail in "*The Mergers—Interests of Directors and Executive Officers in the Mergers—Interests of Norfolk Southern Directors and Executive Officers in the Mergers*."

Q: What constitutes a quorum at the Norfolk Southern special meeting?

A: The Norfolk Southern bylaws provide that a quorum at the Norfolk Southern special meeting is the presence, in person or represented by proxy, of a majority of the shares of Norfolk Southern common stock entitled to vote at the Norfolk Southern special meeting.

Q: What vote is required for Norfolk Southern shareholders to approve the merger agreement proposal?

A: Assuming a quorum is present at the Norfolk Southern special meeting, approval of the merger agreement proposal requires the affirmative vote of a majority of the votes cast and entitled to vote thereon at the Norfolk Southern special meeting. Only holders of record of Norfolk Southern common stock at the close of business on the Norfolk Southern record date will be entitled to vote on the merger agreement proposal.

Q: What vote is required for Norfolk Southern shareholders to approve the merger-related compensation proposal?

A: Assuming a quorum is present at the Norfolk Southern special meeting, approval of the merger-related compensation proposal, which is a non-binding advisory vote, requires the affirmative vote of the majority of the votes cast and entitled to vote thereon at the Norfolk Southern special meeting. Only holders of record of Norfolk Southern common stock at the close of business on the Norfolk Southern record date will be entitled to vote on the merger-related compensation proposal. The vote on the merger-related compensation proposal is separate and apart from the votes to approve the other proposals being presented at the Norfolk Southern special meeting and is not a condition to the completion of the mergers.

Q: What vote is required for Norfolk Southern shareholders to approve the Norfolk Southern adjournment proposal?

A: Whether or not a quorum is present, approval of the Norfolk Southern adjournment proposal requires the affirmative vote of a majority of the votes cast and entitled to vote thereon at the Norfolk Southern special meeting. Only holders of record of Norfolk Southern common stock at the close of business on the Norfolk Southern record date will be entitled to vote on the Norfolk Southern adjournment proposal. The vote on the Norfolk Southern adjournment proposal is separate and apart from the votes to approve the other proposals being presented at the Norfolk Southern special meeting and is not a condition to the completion of the mergers.

Q: Will Norfolk Southern be required to submit the merger agreement proposal to Norfolk Southern shareholders even if the Norfolk Southern board has withdrawn, modified, or qualified its recommendation?

A: Yes. Unless the merger agreement is terminated prior to the Norfolk Southern special meeting, Norfolk Southern is required to submit the merger agreement proposal to its shareholders even if the Norfolk Southern board has withdrawn, modified, or qualified its recommendation in favor of the proposal.

Q: Is my vote at the Norfolk Southern special meeting important and how are votes counted at the Norfolk Southern special meeting?

A: Yes, your vote is very important. If you do not submit a proxy or vote in person at the meeting, it will be more difficult for us to obtain the necessary quorum to hold the Norfolk Southern special meeting. For the

merger agreement proposal, you may vote "**FOR**," "**AGAINST**," or "**ABSTAIN**." For purposes of the merger agreement proposal, assuming a quorum is present, abstention from voting, the failure of a Norfolk Southern shareholder who holds his, her, or its shares in "street name" through a bank, broker, nominee, trustee, or other record holder to give voting instructions to that bank, broker, nominee, trustee, or other record holder, or any other failure of a Norfolk Southern shareholder to vote, will have no effect on the outcome of the merger agreement proposal.

For the merger-related compensation proposal, you may vote "**FOR**," "**AGAINST**," or "**ABSTAIN**." For purposes of the merger-related compensation proposal, assuming a quorum is present, abstention from voting, the failure of a Norfolk Southern shareholder who holds his, her, or its shares in "street name" through a bank, broker, nominee, trustee, or other record holder to give voting instructions to that bank, broker, nominee, trustee, or other record holder, or any other failure of a Norfolk Southern shareholder to vote, will have no effect on the outcome of the merger-related compensation proposal.

For the Norfolk Southern adjournment proposal, you may vote "**FOR**," "**AGAINST**," or "**ABSTAIN**." For purposes of the Norfolk Southern adjournment proposal, whether or not a quorum is present, abstention from voting, the failure of a Norfolk Southern shareholder who holds his, her, or its shares in "street name" through a bank, broker, nominee, trustee, or other record holder to give voting instructions to that bank, broker, nominee, trustee, or other record holder, or any other failure of a Norfolk Southern shareholder to vote, will have no effect on the outcome of the Norfolk Southern adjournment proposal.

Properly executed proxy cards with no instructions indicated on the proxy card will be voted "**FOR**" the merger agreement proposal, "**FOR**" the merger-related compensation proposal, and "**FOR**" the Norfolk Southern adjournment proposal.

Q: What happens if I sell my Norfolk Southern common stock before the Norfolk Southern special meeting?

A: The record date for the Norfolk Southern special meeting is earlier than the date of the Norfolk Southern special meeting and the date that the mergers are expected to be completed. If you sell your Norfolk Southern common stock after Norfolk Southern's record date but before the date of the Norfolk Southern special meeting, you will retain any right to vote at the Norfolk Southern special meeting, but you will have transferred your right to receive the merger consideration. For Norfolk Southern shareholders, in order to receive the merger consideration, you must hold your Norfolk Southern common stock through completion of the first merger.

Q: How do I submit a proxy or vote my shares at the Norfolk Southern special meeting?

A: If you hold shares of Norfolk Southern common stock directly in your name as a shareholder of record, you may vote your shares by completing, signing, and dating the enclosed proxy card and returning it using the postage-paid envelope provided, or mailing it to P.O. Box 8016, Cary, NC 27512-9903. Your proxy card must be received no later than the close of business on November 13, 2025 in order for your vote to be counted at the Norfolk Southern special meeting. If you sign and return your proxy card, but do not mark the boxes showing how you wish to vote, your shares will be voted "**FOR**" the merger agreement proposal, "**FOR**" the merger-related compensation proposal and "**FOR**" the Norfolk Southern adjournment proposal.

You may also vote by telephone or through the internet. To submit your proxy by telephone, dial 1-800-690-6903. To submit your proxy through the internet, visit *www.proxyvote.com*. In order to vote your shares by telephone or through the internet, you will need the control number on your enclosed proxy card. If you choose to submit your proxy through the internet or by telephone, your proxy must be received by 11:59 p.m. Eastern Time on November 13, 2025 in order to be counted at the Norfolk Southern special meeting.

If you hold shares of Norfolk Southern in "street name" through a bank, broker, nominee, trustee, or other record holder, please contact such entity for instructions on how to vote your shares of Norfolk Southern common stock at the Norfolk Southern special meeting.

If you are a shareholder of record of Norfolk Southern, you may also cast your vote virtually at the Norfolk Southern special meeting through the internet at *www.virtualshareholdermeeting.com/NSC2025SM* at any time before the closing of the polls at the Norfolk Southern special meeting. If you hold your shares through a bank, broker, nominee, trustee, or other record holder and you plan to participate in and vote at the Norfolk Southern special meeting, you should contact such entity and obtain a legal proxy in order to be able to participate in or vote at the Norfolk Southern special meeting. If you decide to attend the special meeting virtually and vote at the meeting, your vote will revoke any proxy previously submitted.

If you hold your shares in more than one (1) account, please be sure to submit a proxy with respect to each proxy card you receive.

The special meeting will begin promptly at 9:00 a.m., Eastern Time, on November 14, 2025. Norfolk Southern encourages its shareholders to access the meeting prior to the start time leaving ample time for check-in. Please follow the instructions as outlined in this joint proxy statement/prospectus.

Even if you plan to attend the special meeting, Norfolk Southern recommends that you vote your shares in advance as described below so that your vote will be counted even if you later decide not to or become unable to attend the special meeting.

Q: If my shares are held in "street name" by my bank, broker, nominee, trustee, or other record holder, will my bank, broker, nominee, trustee, or other record holder vote my shares for me at the Norfolk Southern special meeting?

A: If your shares are held in "street name" in a stock brokerage account or by a bank, broker, nominee, trustee, or other record holder, you must provide the record holder of your shares with instructions on how to vote your shares. Please follow the voting instructions provided by your bank, broker, nominee, trustee, or other record holder. Please note that you may not vote shares held in street name by returning a proxy card or voting instruction form directly to Norfolk Southern. Your bank, broker, nominee, trustee, or other record holder is obligated to provide you with a voting instruction form for you to use.

Applicable stock exchange rules permit brokers to vote their customers' stock held in street name on routine matters when the brokers have not received voting instructions from their customers. Those rules do not, however, allow brokers to vote their customers' stock held in street name on non-routine matters unless they have received voting instructions from their customers. In such cases, the uninstructed shares for which the broker is unable to vote are called broker non-votes. It is expected that all proposals to be voted on at the Norfolk Southern special meeting are non-routine matters on which brokers are not allowed to vote unless they have received voting instructions from their customers.

If you are a Norfolk Southern "street name" shareholder and you do not instruct your bank, broker, nominee, trustee, or other record holder on how to vote your shares:

- your bank, broker, nominee, trustee, or other record holder may not vote your shares on the merger agreement proposal, which broker non-votes will have no effect on the vote for this proposal (assuming a quorum is present);
- your bank, broker, nominee, trustee, or other record holder may not vote your shares on the merger-related compensation proposal, which broker non-votes will have no effect on the vote for this proposal (assuming a quorum is present); and
- your bank, broker, nominee, trustee, or other record holder may not vote your shares on the Norfolk Southern adjournment proposal, which broker non-votes will have no effect on the vote for this proposal (whether or not a quorum is present).

Q: How can I revoke or change my vote at the Norfolk Southern special meeting?

A: You may revoke your proxy at any time before the vote is taken at the Norfolk Southern special meeting by taking one of the following actions: (i) giving written notice of revocation to Norfolk Southern's Corporate

Secretary, which must be received before the time that the proxy you wish to revoke is voted at the Norfolk Southern special meeting; (ii) submitting new voting instructions over the telephone or the internet prior to 11:59 p.m., Eastern Time, on November 13, 2025; (iii) delivering a new, validly completed, later-dated proxy card, which must be received no later than the close of business on November 13, 2025; or (iv) joining the Norfolk Southern special meeting virtually and voting during the meeting. For this purpose, communications to the Corporate Secretary of Norfolk Southern should be addressed to Norfolk Southern Corporation, 650 West Peachtree Street, NW, Atlanta, Georgia 30308. For shares you hold beneficially in street name, you may change your vote by submitting new voting instructions to your bank, broker, nominee, trustee, or other record holder, or, if you have obtained a legal proxy from your bank, broker, nominee, trustee, or other record holder giving you the right to vote your shares, by joining the Norfolk Southern special meeting virtually via the internet and voting during the special meeting. Employee plan participants may change their voting instructions by submitting new voting instructions to Broadridge Financial Services, Inc. prior to 11:59 p.m., Eastern Time, on November 11, 2025.

Q: Will a proxy solicitor be used by Norfolk Southern in connection with the Norfolk Southern special meeting?

A: Yes. Norfolk Southern has engaged Innisfree M&A Incorporated to assist in the solicitation of proxies for the Norfolk Southern special meeting, and Norfolk Southern has agreed to pay them an estimated fee of up to $250,000, plus their reasonable out-of-pocket expenses incurred in connection with the solicitation.

Q: Am I entitled to exercise appraisal rights in respect of my Norfolk Southern shares?

A: No. Norfolk Southern shareholders are not entitled to any appraisal rights in connection with the mergers or any other transactions described in this joint proxy statement/prospectus.

Q: What else do I need to do now prior to the Norfolk Southern special meeting?

A: You are urged to read this joint proxy statement/prospectus carefully and in its entirety, including its annexes and the information incorporated by reference herein, and to consider how the mergers affect you. Even if you plan to attend the Norfolk Southern special meeting, please vote promptly.

For Both Union Pacific Shareholders and Norfolk Southern Shareholders

Q: When are the mergers expected to be completed?

A: Union Pacific and Norfolk Southern expect to complete the mergers by early 2027, although Union Pacific and Norfolk Southern cannot assure completion by any particular date, if at all. Because the mergers are subject to a number of conditions, including receipt of STB approval and CNA approval, the approval of the share issuance proposal by Union Pacific shareholders, and the approval of the merger agreement proposal by the Norfolk Southern shareholders, the exact timing of the mergers cannot be determined at this time and Union Pacific and Norfolk Southern cannot guarantee that the mergers will be completed at all. For a description of the conditions to the mergers, see "*The Merger Agreement—Conditions to the Mergers*."

Q: Following the mergers, what percentage of Union Pacific common stock will the continuing Union Pacific shareholders and former Norfolk Southern shareholders own?

A: Immediately following the completion of the mergers:

- continuing Union Pacific shareholders will own approximately 73% of the then outstanding Union Pacific common stock, based on the number of shares and stock-based awards of Union Pacific and Norfolk Southern outstanding as of September 26, 2025, the last practicable trading day before the date of the joint proxy statement/prospectus; and

- former Norfolk Southern shareholders will own approximately 27% of the then outstanding Union Pacific common stock, based on the number of shares and stock-based awards of Union Pacific and Norfolk Southern outstanding as of September 26, 2025, the last practicable trading day before the date of the joint proxy statement/prospectus.

Q: What happens if the mergers are not completed?

A: If the share issuance proposal is not approved by Union Pacific shareholders, if the merger agreement proposal is not approved by Norfolk Southern shareholders, or if the mergers are not completed for any other reason, Norfolk Southern shareholders will not have their shares of Norfolk Southern common stock converted into the right to receive the merger consideration. Instead, each of Union Pacific and Norfolk Southern would remain separate companies. Under certain circumstances, Union Pacific may be required to pay Norfolk Southern a termination fee or Norfolk Southern may be required to pay Union Pacific a termination fee, as described under "*The Merger Agreement—Termination; Termination Fees and Other Fees*."

Q: Are there any risks associated with the mergers that I should consider in deciding how to vote?

A: Yes. A number of risks related to the mergers are discussed in this joint proxy statement/prospectus and described in "*Risk Factors*" beginning on page 55.

Q: What are the material U.S. federal income tax consequences of the mergers to U.S. holders of Norfolk Southern Common Stock?

A: Union Pacific and Norfolk Southern intend for the mergers, taken together, to qualify as a "reorganization" within the meaning of Section 368(a) of the Code for U.S. federal income tax purposes, and Union Pacific and Norfolk Southern intend to report the mergers consistent with such qualification. Assuming the mergers so qualify, a U.S. holder (as defined in "*The Mergers—U.S. Federal Income Tax Consequences*") of Norfolk Southern common stock that receives shares of Union Pacific common stock and cash in exchange for shares of Norfolk Southern common stock pursuant to the first merger generally will recognize gain (but not loss) in an amount equal to the lesser of (i) the amount, if any, by which the sum of the cash and the fair market value of the Union Pacific common stock received by such U.S. holder in the first merger exceeds such U.S. holder's adjusted tax basis in such U.S. holder's Norfolk Southern common stock exchanged therefor and (ii) the amount of cash received by such U.S. holder. However, it is not a condition to Union Pacific's obligation or Norfolk Southern's obligation to complete the transactions that the mergers, taken together, qualify as a "reorganization" or that Norfolk Southern or Union Pacific receive an opinion from counsel to that effect.

Union Pacific and Norfolk Southern have not sought and will not seek any ruling from the U.S. Internal Revenue Service regarding any matters relating to the transactions and, as a result, there can be no assurance that the U.S. Internal Revenue Service would not assert that the mergers, taken together, do not qualify as a "reorganization," or that a court would not sustain such a position.

If the U.S. Internal Revenue Service or a court were to determine that the mergers, taken together, do not qualify as a "reorganization" within the meaning of Section 368(a) of the Code, a U.S. holder of Norfolk Southern common stock that exchanges such shares of Norfolk Southern common stock for Union Pacific common stock and cash pursuant to the first merger generally would recognize gain or loss in an amount equal to the difference, if any, between (i) the sum of the cash and the fair market value of the Union Pacific common stock received by such U.S. holder and (ii) such U.S. holder's adjusted tax basis in the Norfolk Southern common stock exchanged therefor.

Holders of Norfolk Southern common stock should consult with their tax advisors to determine the particular U.S. federal, state, local, or non-U.S. income or other tax consequences of the mergers to them. For a more complete description of the U.S. federal income tax consequences of the mergers, see "*The Mergers—U.S. Federal Income Tax Consequences*."

Q: How can I obtain additional information about Union Pacific and Norfolk Southern?

A: Union Pacific and Norfolk Southern each file annual, quarterly, and current reports, proxy statements, and other information with the SEC. Each company's filings with the SEC may be accessed on the internet at *www.sec.gov*. Copies of the documents filed by Union Pacific with the SEC will be available free of charge on Union Pacific's website at *investor.unionpacific.com*. Copies of the documents filed by Norfolk Southern with the SEC will be available free of charge on Norfolk Southern's website at *norfolksouthern.investorroom.com*. The information provided on each company's website is not part of this joint proxy statement/prospectus and is not incorporated by reference into this joint proxy statement/prospectus. For a more detailed description of the information available and information incorporated by reference, please see "*Where You Can Find More Information*" on page 207.

Q: Who can answer my questions?

A: If you have any questions about the merger agreement, the mergers, the share issuance, or the other matters to be voted on at the Union Pacific special meeting or the Norfolk Southern special meeting, or questions about how to submit your proxy, or if you need additional copies of this joint proxy statement/prospectus, the enclosed proxy card, or voting instructions, you should contact Union Pacific's and Norfolk Southern's respective proxy solicitors, as follows:

For Union Pacific Shareholders:
Sodali & Co
430 Park Avenue, 14th Floor,
New York, NY 10022
Shareholders may call toll-free: +1 (800) 662-5200
Banks and Brokers may call collect: +1 (203) 658-9400

For Norfolk Southern Shareholders:
Innisfree M&A Incorporated
501 Madison Avenue, 20th Floor
New York, NY 10022
Shareholders may call toll free: +1 (877) 750-8198
Banks and Brokers may call collect: +1 (212) 750-5833

SUMMARY

This summary highlights selected information contained in this joint proxy statement/prospectus and does not contain all the information that may be important to you. Union Pacific and Norfolk Southern urge you to read carefully this joint proxy statement/prospectus in its entirety, including the annexes. Additional, important information, which Union Pacific and Norfolk Southern also urge you to read, is contained in the documents incorporated by reference into this joint proxy statement/prospectus. See "*Where You Can Find More Information*."

Risk Factors (page 55)

You should also carefully consider the risks that are described in "*Risk Factors*" beginning on page 55.

Information about the Parties to the Transaction (page 69)

Union Pacific

Union Pacific Corporation, a Utah corporation, is one of America's most recognized companies and connects 23 states in the western two-thirds of the country by rail, providing a critical link in the global supply chain. Union Pacific's diversified business mix includes bulk, industrial, and premium. Union Pacific serves many of the fastest-growing U.S. population centers, operates from all major West Coast and Gulf Coast ports to eastern gateways, connects with Canada's rail systems, and is the only railroad serving all six major Mexico gateways. Union Pacific provides value to its customers by delivering products in a safe, reliable, fuel-efficient, and environmentally responsible manner. Union Pacific common stock is listed on the NYSE under the ticker symbol "UNP."

Union Pacific's principal executive office is located at 1400 Douglas Street, Omaha, Nebraska 68179, and its telephone number is (402) 544-5000. Its website is located at *www.up.com*. Information contained on Union Pacific's website does not constitute part of this joint proxy statement/prospectus.

Norfolk Southern

Norfolk Southern Corporation, a Virginia corporation, is one of the nation's premier transportation companies, moving goods and materials that help drive the U.S. economy. Norfolk Southern connects customers to markets and communities to economic opportunity with safe, reliable, and cost-effective shipping solutions. Its Norfolk Southern Railway Company subsidiary operates in twenty-two (22) states and the District of Columbia. Norfolk Southern is a major transporter of industrial products, including agriculture, forest, and consumer products, chemicals, and metals and construction materials. In addition, in the East, it serves every major container port and operates the most extensive intermodal network. Norfolk Southern is also a principal carrier of coal, automobiles, and automotive parts. Norfolk Southern's stock is publicly traded on the NYSE under the ticker symbol "NSC."

Norfolk Southern's principal executive office is located at 650 West Peachtree Street, NW, Atlanta, Georgia 30308, and its telephone number is (855) 667-3655. Its website is located at *www.norfolksouthern.com*. Information contained on Norfolk Southern's website does not constitute part of this joint proxy statement/prospectus.

Merger Sub 1

Ruby Merger Sub 1 Corporation, a Virginia corporation and a direct, wholly owned subsidiary of Union Pacific, was formed solely for the purpose of facilitating the transactions contemplated by the merger agreement. Merger

Sub 1 has not conducted any activities other than those incidental to its formation and the matters contemplated by the merger agreement. At the first effective time, Merger Sub 1 will merge with and into Norfolk Southern, with Norfolk Southern surviving the first merger as a direct, wholly owned subsidiary of Union Pacific. The principal executive offices of Merger Sub 1 are located at 1400 Douglas Street, Omaha, Nebraska 68179. The telephone number at that address is (402) 544-5000.

Merger Sub 2

Ruby Merger Sub 2 LLC, a Virginia limited liability company and a direct, wholly owned subsidiary of Union Pacific, was formed solely for the purpose of facilitating the transactions contemplated by the merger agreement. Merger Sub 2 has not conducted any activities other than those incidental to its formation and the matters contemplated by the merger agreement. Immediately after the first merger, Norfolk Southern will merge with and into Merger Sub 2, with Merger Sub 2 surviving the second merger as a direct, wholly owned subsidiary of Union Pacific. The principal executive offices of Merger Sub 2 are located at 1400 Douglas Street, Omaha, Nebraska 68179. The telephone number at that address is (402) 544-5000.

The Union Pacific Special Meeting (page 70)

Meeting. The Union Pacific special meeting will be held virtually at 8.00 a.m., Central Time, on November 14, 2025 (unless it is adjourned or postponed to a later date), exclusively via live audio webcast at *www.virtualshareholdermeeting.com/UNP2025SM*, for the following purposes:

- to consider and vote on the share issuance proposal; and
- to consider and vote on the Union Pacific adjournment proposal.

Union Pacific Record Date; Outstanding Shares; Shareholders Entitled to Vote. The Union Pacific record date is October 6, 2025. Only holders of Union Pacific common stock as of the close of business on the Union Pacific record date are entitled to notice of, and to vote at, the Union Pacific special meeting, unless a new record date is set in connection with any adjournment or postponement of the Union Pacific special meeting. As of September 26, 2025, the last practicable trading day prior to the date of this joint proxy statement/prospectus, there were 593,123,574 issued and outstanding shares of Union Pacific common stock. Each Union Pacific shareholder entitled to vote at the Union Pacific special meeting is entitled to one (1) vote per share at the Union Pacific special meeting. As of September 26, 2025, the last practicable trading day prior to the date of this joint proxy statement/prospectus, the issued and outstanding Union Pacific common stock was held by approximately 26,043 shareholders of record.

Quorum. The Union Pacific by-laws require that there be a quorum at the Union Pacific special meeting in order for Union Pacific to hold a vote on the share issuance proposal. A quorum at the Union Pacific special meeting is the presence, in person or represented by proxy, of a majority of the votes entitled to be cast on the matter. An abstention from voting will be deemed present at the Union Pacific special meeting for the purpose of determining the presence of a quorum. Shares of Union Pacific common stock held in "street name" (through a bank, broker, nominee, trustee, or other record holder) with respect to which the beneficial owner fails to give voting instructions to the bank, broker, nominee, trustee, or other record holder, and shares of Union Pacific common stock with respect to which the beneficial owner otherwise fails to vote, will not be deemed present at the Union Pacific special meeting for the purpose of determining the presence of a quorum. Failure of a quorum at the Union Pacific special meeting may result in an adjournment of the Union Pacific special meeting and may subject Union Pacific to additional costs and expenses.

Required Vote. Assuming a quorum is present at the Union Pacific special meeting, approval of the share issuance proposal requires the affirmative vote of the majority of the votes cast and entitled to vote thereon at the Union Pacific special meeting. **Union Pacific cannot complete the share issuance or the mergers unless the share issuance proposal is approved at the Union Pacific special meeting (or at any adjournment or**

postponement thereof). For purposes of the share issuance proposal, "votes cast" means votes "**FOR**" or "**AGAINST**." As a result, assuming a quorum is present, abstention from voting on the share issuance proposal, the failure of a Union Pacific shareholder who holds his, her, or its shares in "street name" through a bank, broker, nominee, trustee, or other record holder to give voting instructions to that bank, broker, nominee, trustee, or other record holder, or any other failure of a Union Pacific shareholder to vote, will have no effect on the outcome of the share issuance proposal because these failures to vote are not considered "votes cast."

Whether or not a quorum is present, approval of the Union Pacific adjournment proposal requires the affirmative vote of a majority of the votes cast and entitled to vote thereon at the Union Pacific special meeting. For purposes of the Union Pacific adjournment proposal, "votes cast" means votes "**FOR**" or "**AGAINST**." As a result, abstention from voting on the Union Pacific adjournment proposal, the failure of a Union Pacific shareholder who holds his, her, or its shares in "street name" through a bank, broker, nominee, trustee, or other record holder to give voting instructions to that bank, broker, nominee, trustee, or other record holder, or any other failure of a Union Pacific shareholder to vote, will have no effect on the outcome of the Union Pacific adjournment proposal.

Stock Ownership of and Voting by Union Pacific Directors and Executive Officers. As of September 26, 2025, the last practicable trading day prior to the date of this joint proxy statement/prospectus, Union Pacific's directors and executive officers and their affiliates beneficially owned in the aggregate 456,368 shares of Union Pacific common stock entitled to vote at the Union Pacific special meeting, which represents less than 1% of the shares of Union Pacific common stock entitled to vote at the Union Pacific special meeting.

Each of Union Pacific's directors and executive officers is expected, as of the date of this joint proxy statement/prospectus, to vote his, her, or its shares of Union Pacific common stock "**FOR**" the share issuance proposal and "**FOR**" the Union Pacific adjournment proposal, although none of Union Pacific's directors and executive officers have entered into any agreement requiring them to do so.

For more information regarding the Union Pacific special meeting, see "*The Union Pacific Special Meeting*" beginning on page 70.

The Norfolk Southern Special Meeting (page 75)

Meeting. The Norfolk Southern special meeting will be held virtually at 9.00 a.m., Eastern Time, on November 14, 2025 (unless it is adjourned or postponed to a later date), exclusively via live audio webcast at *www.virtualshareholdermeeting.com/NSC2025SM*, for the following purposes:

- to consider and vote on the merger agreement proposal;
- to consider and vote on the merger-related compensation proposal; and
- to consider and vote on the Norfolk Southern adjournment proposal.

Norfolk Southern Record Date; Outstanding Shares; Shareholders Entitled to Vote. The Norfolk Southern record date is October 6, 2025. Only holders of record of Norfolk Southern common stock as of the close of business on the Norfolk Southern record date are entitled to notice of, and to vote at, the Norfolk Southern special meeting, unless a new record date is set in connection with any adjournment or postponement of the Norfolk Southern special meeting. As of September 26, 2025, the last practicable trading day prior to the date of this joint proxy statement/prospectus, there were 244,708,449 issued and outstanding shares of Norfolk Southern common stock. At the Norfolk Southern special meeting, each Norfolk Southern shareholder entitled to vote at the Norfolk Southern special meeting is entitled to one (1) vote per share of Norfolk Southern common stock held by such shareholder. As of September 26, 2025, the last practicable trading day prior to the date of this joint proxy statement/prospectus, the issued and outstanding Norfolk Southern common stock was held by approximately 17,230 shareholders of record.

Quorum. The Norfolk Southern bylaws require that there be a quorum at the Norfolk Southern special meeting in order for Norfolk Southern to hold a vote on the merger agreement proposal or the merger-related compensation proposal. A quorum at the Norfolk Southern special meeting is the presence, in person or represented by proxy,

of a majority of the shares of Norfolk Southern common stock entitled to vote at the Norfolk Southern special meeting. An abstention from voting will be deemed present at the Norfolk Southern special meeting for the purpose of determining the presence of a quorum. Shares of Norfolk Southern common stock held in "street name" through a bank, broker, nominee, trustee, or other record holder with respect to which the beneficial owner fails to give voting instructions to the bank, broker, nominee, trustee, or other record holder, and shares of Norfolk Southern common stock with respect to which the beneficial owner otherwise fails to vote, will not be deemed present at the Norfolk Southern special meeting for the purpose of determining the presence of a quorum. Failure of a quorum at the Norfolk Southern special meeting may result in an adjournment of the Norfolk Southern special meeting and may subject Norfolk Southern to additional costs and expenses.

Required Vote. Assuming a quorum is present at the Norfolk Southern special meeting, approval of the merger agreement proposal requires the affirmative vote of a majority of the votes cast and entitled to vote thereon at the Norfolk Southern special meeting. Norfolk Southern cannot complete the mergers unless the merger agreement proposal is approved at the Norfolk Southern special meeting (or at any adjournment or postponement thereof). For purposes of the merger agreement proposal, "votes cast" means votes "**FOR**" or "**AGAINST**." As a result, assuming a quorum is present, abstention from voting on the merger agreement proposal, the failure of a Norfolk Southern shareholder who holds his, her, or its shares in "street name" through a bank, broker, nominee, trustee, or other record holder to give voting instructions to that bank, broker, nominee, trustee, or other record holder, or any other failure of a Norfolk Southern shareholder to vote, will have no effect on the outcome of the merger agreement proposal because these failures to vote are not considered "votes cast."

Assuming a quorum is present at the Norfolk Southern special meeting, approval of the merger-related compensation proposal requires the affirmative vote of the majority of the votes cast and entitled to vote thereon at the Norfolk Southern special meeting. For purposes of the merger-related compensation proposal, "votes cast" means votes "**FOR**" or "**AGAINST**." As a result, assuming a quorum is present, abstention from voting on the merger-related compensation proposal, the failure of a Norfolk Southern shareholder who holds his, her, or its shares in "street name" through a bank, broker, nominee, trustee, or other record holder to give voting instructions to that bank, broker, nominee, trustee, or other record holder, or any other failure of a Norfolk Southern shareholder to vote, will have no effect on the outcome of the merger-related compensation proposal because these failures to vote are not considered "votes cast."

Whether or not a quorum is present, approval of the Norfolk Southern adjournment proposal requires the affirmative vote of a majority of the votes cast and entitled to vote thereon at the Norfolk Southern special meeting. For purposes of the Norfolk Southern adjournment proposal, "votes cast" means votes "**FOR**" or "**AGAINST**." As a result, whether or not a quorum is present, abstention from voting on the Norfolk Southern adjournment proposal, the failure of a Norfolk Southern shareholder who holds his, her, or its shares in "street name" through a bank, broker, nominee, trustee, or other record holder to give voting instructions to that bank, broker, nominee, trustee, or other record holder, or any other failure of a Norfolk Southern shareholder to vote, will have no effect on the outcome of the Norfolk Southern adjournment proposal.

Stock Ownership of and Voting by Norfolk Southern Directors and Executive Officers. As of September 26, 2025, the last practicable trading day prior to the date of this joint proxy statement/prospectus, Norfolk Southern's directors and executive officers and their affiliates beneficially owned in the aggregate 57,285 shares of Norfolk Southern common stock entitled to vote at the Norfolk Southern special meeting, which represents less than 1% of the shares of Norfolk Southern common stock entitled to vote at the Norfolk Southern special meeting.

Each of Norfolk Southern's directors and executive officers is expected, as of the date of this joint proxy statement/prospectus, to vote his, her, or its shares of Norfolk Southern common stock "**FOR**" the merger agreement proposal, "**FOR**" the merger-related compensation proposal, and "**FOR**" the Norfolk Southern

adjournment proposal, although none of Norfolk Southern's directors and executive officers have entered into any agreement requiring them to do so.

For more information regarding the Norfolk Southern special meeting, see "*The Norfolk Southern Special Meeting*" beginning on page 75.

The Mergers; Merger Consideration; Treatment of Stock-Based Awards (page 80)

The Mergers

On July 28, 2025, Union Pacific, Norfolk Southern, Merger Sub 1, and Merger Sub 2, entered into the merger agreement. Pursuant to the terms of the merger agreement, and subject to the satisfaction or waiver of the conditions specified therein, (i) Merger Sub 1 will merge with and into Norfolk Southern, with Norfolk Southern surviving the first merger as a direct, wholly owned subsidiary of Union Pacific, and (ii) immediately thereafter, Norfolk Southern will merge with and into Merger Sub 2, with Merger Sub 2 surviving the second merger as a direct, wholly owned subsidiary of Union Pacific.

Merger Consideration

At the first effective time, each share of Norfolk Southern common stock issued and outstanding immediately prior to the first effective time, except for shares held by Union Pacific or Norfolk Southern, or their direct or indirect subsidiaries (other than, with respect to shares held by Union Pacific, Norfolk Southern, Merger Sub 1, or Merger Sub 2, shares held on behalf of third parties), will be converted automatically into the right to receive (i) one (1) validly issued, fully paid, and nonassessable share of Union Pacific common stock and (ii) $88.82 in cash, without interest.

No fractional shares of Union Pacific common stock will be issued in connection with the first merger, and Norfolk Southern shareholders will receive cash in lieu of any fractional shares of Union Pacific common stock to which they otherwise would have been entitled. Union Pacific shareholders will continue to own their existing shares of Union Pacific common stock, the form of which will not be changed by the transaction.

Union Pacific common stock is listed on the NYSE under the symbol "UNP," and Norfolk Southern common stock is listed on the NYSE under symbol "NSC." The following table shows certain closing stock prices of Union Pacific common stock and Norfolk Southern common stock as reported on the NYSE, and the implied value of the merger consideration to be issued in exchange for each share of Norfolk Southern common stock, which was calculated by multiplying the closing price of Union Pacific common stock on those dates by the exchange ratio of one (1) and adding the $88.82 in cash consideration, rounded to the nearest cent.

	Union Pacific common stock	Norfolk Southern common stock	Implied value of one (1) share of Norfolk Southern common stock
July 16, 2025 [a]	$ 231.18	$ 260.32	$ 320.00
July 28, 2025 [b]	229.24	286.42	318.06
September 26, 2025 [c]	235.20	297.49	324.02

[a] The last trading day before press speculation that Union Pacific was pursuing a potential acquisition of Norfolk Southern.
[b] The last trading day before the public announcement of the merger agreement.
[c] The last practicable trading day before the date of this joint proxy statement/prospectus.

Treatment of Union Pacific Equity Awards

The mergers are not expected to affect Union Pacific's stock options or other stock-based awards. It is expected that all such awards will remain outstanding subject to the same terms and conditions that are applicable to such stock options or other stock-based awards prior to the mergers.

Treatment of Norfolk Southern Equity Awards

Norfolk Southern Options

Each Norfolk Southern option that is outstanding immediately prior to the first effective time will, as of the first effective time, automatically and without any action on the part of the holder thereof, be assumed and converted into (or canceled and replaced by) an option to purchase shares of Union Pacific common stock (i) with respect to a number of shares of Union Pacific common stock equal to the product of (a) the number of shares of Norfolk Southern common stock subject to the corresponding Norfolk Southern option immediately prior to the first effective time multiplied by (b) the equity award exchange ratio (rounded down to the nearest whole number of shares), and (ii) with a per share exercise price that is equal to the quotient of (a) the exercise price per share of Norfolk Southern common stock of the corresponding Norfolk Southern option immediately prior to the first effective time divided by (b) the equity award exchange ratio (rounded up to the nearest cent), with the same terms and conditions that applied to the corresponding Norfolk Southern option immediately prior to the first effective time (including, without limitation, payment of quarterly dividend equivalents).

Norfolk Southern RSUs

Each Norfolk Southern RSU that is outstanding as of immediately prior to the first effective time will, as of the first effective time, automatically and without any action on the part of the holder thereof (i) if such Norfolk Southern RSU is or becomes vested at the first effective time pursuant to its terms as in effect as of the date of the merger agreement, be canceled and converted into the right to receive an amount in cash (without interest) equal to the merger consideration value multiplied by the total number of shares of Norfolk Southern common stock subject to such Norfolk Southern RSU immediately prior to the first effective time, or (ii) if such Norfolk Southern RSU is not covered by clause (i), be assumed and converted into (or canceled and replaced by) a Union Pacific stock unit award relating to a number of shares of Union Pacific common stock equal to the product, rounded to the nearest whole number of shares, of (a) the number of shares of Norfolk Southern common stock subject to such Norfolk Southern RSU immediately prior to the first effective time, and (b) the equity award exchange ratio, with the same terms and conditions that applied to such Norfolk Southern RSU immediately prior to the first effective time (including, without limitation, payment of quarterly dividend equivalents).

Norfolk Southern PSUs

Each Norfolk Southern PSU that is outstanding as of immediately prior to the first effective time will, as of the first effective time, automatically and without any action on the part of the holder thereof, be assumed and converted into (or canceled and replaced by) a Union Pacific stock unit award relating to a number of shares of Union Pacific common stock equal to the product, rounded to the nearest whole number of shares, of (i) the number of shares of Norfolk Southern common stock subject to such Norfolk Southern PSU immediately prior to the first effective time (with such number of shares of Norfolk Southern common stock determined based upon the greater of (a) the target level of performance and (b) the actual level of performance calculated as of the latest practicable date prior to the first effective time as determined reasonably and in good faith by the compensation and talent management committee of the Norfolk Southern board), and (ii) the equity award exchange ratio, with the same terms and conditions (including service-based vesting conditions but excluding performance-based vesting conditions) that applied to such Norfolk Southern PSU immediately prior to the first effective time.

Norfolk Southern Phantom Stock Units

Each Norfolk Southern phantom stock unit that is outstanding as of immediately prior to the first effective time will, at the first effective time, automatically and without any action on the part of the holder thereof, be canceled and converted into the right to receive an amount in cash (without interest) equal to the merger consideration value multiplied by the total number of shares of Norfolk Southern common stock relating to such Norfolk Southern phantom stock unit immediately prior to the first effective time.

For a description of the treatment of Norfolk Southern equity awards in connection with the mergers, see "*The Merger Agreement—Treatment of Norfolk Southern Equity Awards*."

Union Pacific's Reasons for the Mergers; Recommendation of the Union Pacific Board of Directors (page 93)

After careful consideration, on July 28, 2025, the Union Pacific board unanimously (i) approved and declared advisable the merger agreement and the consummation of the transactions contemplated by the merger agreement, including the mergers and the share issuance, and (ii) directed that the share issuance proposal and the Union Pacific adjournment proposal be submitted to the Union Pacific shareholders for approval at the Union Pacific special meeting. The Union Pacific board recommends that Union Pacific shareholders vote "**FOR**" the share issuance proposal and "**FOR**" the Union Pacific adjournment proposal.

For a summary of the factors considered by the Union Pacific board in reaching its decision to approve the merger agreement and the consummation of the transactions contemplated by the merger agreement, including the mergers and the share issuance, see "*The Mergers—Union Pacific's Reasons for the Mergers; Recommendation of the Union Pacific Board of Directors*."

Norfolk Southern's Board's Recommendations and Its Reasons for the Transaction (page 100)

After careful consideration, the Norfolk Southern board unanimously (i) determined that it is in the best interests of Norfolk Southern and its shareholders, and declared it advisable, to enter into the merger agreement, (ii) approved the execution, delivery, and performance of the merger agreement and the consummation of the transactions contemplated thereby, including the mergers, (iii) adopted the merger agreement, and (iv) resolved to recommend that the shareholders of Norfolk Southern approve the merger agreement and directed that such matter be submitted for consideration of the shareholders of Norfolk Southern at the Norfolk Southern special meeting.

The Norfolk Southern board unanimously recommends that Norfolk Southern shareholders vote "**FOR**" the merger agreement proposal, "**FOR**" the merger-related compensation proposal, and "**FOR**" the Norfolk Southern adjournment proposal. For a summary of the factors considered by the Norfolk Southern board in reaching its decision to approve the merger agreement and the consummation of the transactions contemplated by the merger agreement, including the mergers, see "*The Mergers—Norfolk Southern Board's Recommendations and Its Reasons for the Transaction*."

Opinions of Financial Advisors

Opinions of Union Pacific's Financial Advisors (page 112)

Opinion of Morgan Stanley

The Union Pacific board retained Morgan Stanley to provide it with financial advisory services in connection with a possible acquisition, merger, or similar business combination, and, if requested by the Union Pacific

board, a financial opinion with respect thereto. Union Pacific selected Morgan Stanley to act as its financial advisor based on Morgan Stanley's qualifications, expertise, and reputation and its knowledge of the financial services industry, market, and regulatory environment and business and affairs of Union Pacific. Morgan Stanley rendered to the Union Pacific board, at its special meeting on July 28, 2025, its oral opinion, subsequently confirmed by delivery of a written opinion dated July 28, 2025, that, as of that date, and based upon and subject to the assumptions made, procedures followed, matters considered, and qualifications and limitations on the scope of review undertaken by Morgan Stanley as set forth therein, the merger consideration was fair, from a financial point of view, to Union Pacific.

The full text of the written opinion of Morgan Stanley, dated July 28, 2025, is attached as Annex B and incorporated by reference into this joint proxy statement/prospectus. The opinion sets forth, among other things, the assumptions made, procedures followed, matters considered, and qualifications and limitations on the scope of review undertaken by Morgan Stanley in rendering its opinion. Shareholders are urged to, and should, read the opinion carefully and in its entirety. Morgan Stanley's opinion is directed to the Union Pacific board and addresses only the fairness, from a financial point of view, to Union Pacific of the merger consideration as of the date of the opinion. Morgan Stanley's opinion does not address any other aspect of the transactions contemplated by the merger agreement and does not constitute a recommendation to shareholders of Union Pacific or Norfolk Southern as to how to act or vote in connection with the mergers or any other matter or whether to take any other action with respect to the mergers. The summary of Morgan Stanley's opinion set forth in this joint proxy statement/prospectus is qualified in its entirety by reference to the full text of the opinion. In addition, the opinion does not in any manner address the price at which Union Pacific common stock will trade following the consummation of the mergers or at any time.

For more information regarding the opinion of Morgan Stanley, see "*Opinions of Union Pacific's Financial Advisors—Opinion of Morgan Stanley & Co. LLC*" beginning on page 112 and the full text of the written opinion of Morgan Stanley attached as Annex B to this joint proxy statement/prospectus.

Opinion of Wells Fargo

The Union Pacific board retained Wells Fargo to provide it with financial advisory services in connection with a possible acquisition, merger, or similar business combination, and, if requested by the Union Pacific board, a financial opinion with respect thereto. Union Pacific selected Wells Fargo to act as its financial advisor based on Wells Fargo's qualifications, expertise, and reputation and its knowledge of the financial services industry, market, and regulatory environment and business and affairs of Union Pacific. Wells Fargo rendered to the Union Pacific board, at its special meeting on July 28, 2025, its oral opinion, subsequently confirmed by delivery of a written opinion dated July 28, 2025, that, as of that date, and based upon and subject to the assumptions made, procedures followed, matters considered, and qualifications and limitations on the review undertaken by Wells Fargo as set forth therein, the merger consideration was fair, from a financial point of view, to Union Pacific.

The full text of the written opinion of Wells Fargo, dated July 28, 2025, is attached as Annex C and incorporated by reference into this joint proxy statement/prospectus. The opinion sets forth, among other things, the assumptions made, procedures followed, matters considered, and qualifications and limitations on the review undertaken by Wells Fargo in rendering its opinion. Shareholders are urged to, and should, read the opinion carefully and in its entirety. Wells Fargo's opinion is directed to the Union Pacific board and addresses only the fairness, from a financial point of view, to Union Pacific of the merger consideration as of the date of the opinion. Wells Fargo's opinion does not address any other aspect of the transactions contemplated by the merger agreement and does not constitute a recommendation to shareholders of Union Pacific or Norfolk Southern as to how to act or vote in connection with the mergers or any other matter or whether to take any other action with respect to the mergers. The summary of

Wells Fargo's opinion set forth in this joint proxy statement/prospectus is qualified in its entirety by reference to the full text of the opinion. In addition, the opinion does not in any manner address the price at which Union Pacific common stock will trade following the consummation of the mergers or at any time.

For more information regarding the opinion of Wells Fargo, see *"Opinions of Union Pacific's Financial Advisors—Opinion of Wells Fargo Securities, LLC"* beginning on page 125 and the full text of the written opinion of Wells Fargo attached as Annex C to this joint proxy statement/prospectus.

Opinion of Norfolk Southern's Financial Advisor (page 135)

In connection with the mergers, BofA, Norfolk Southern's financial advisor, delivered to the Norfolk Southern board a written opinion, dated July 28, 2025, as to the fairness, from a financial point of view and as of the date of the opinion, of the merger consideration to be received by holders of Norfolk Southern common stock (other than the canceled shares and the converted shares) in the mergers. The full text of the written opinion, dated July 28, 2025, of BofA, which describes, among other things, the assumptions made, procedures followed, factors considered and limitations on the review undertaken, is attached as Annex D to this joint proxy statement/prospectus and is incorporated by reference herein in its entirety. **BofA provided its opinion to the Norfolk Southern board (in its capacity as such) for the benefit and use of the Norfolk Southern board in connection with and for purposes of its evaluation of the merger consideration from a financial point of view. BofA's opinion does not address any other aspect of the mergers and no opinion or view was expressed as to the relative merits of the mergers in comparison to other strategies or transactions that might be available to Norfolk Southern or in which Norfolk Southern might engage or as to the underlying business decision of Norfolk Southern to proceed with or effect the mergers. BofA's opinion does not constitute a recommendation to any shareholder as to how to vote or act in connection with the proposed mergers or any related matter.**

For more information regarding the opinion of BofA, see *"Opinion of Norfolk Southern's Financial Advisor—Opinion of BofA Securities, Inc."* beginning on page 135 and the full text of the written opinion of BofA attached as Annex D to this joint proxy statement/prospectus.

Governance of Union Pacific After the Mergers (page 145)

Board of Directors. At the first effective time, the parties will take all actions to designate and appoint three (3) directors of Norfolk Southern, to become members of the Union Pacific board. The designees will be determined by the Union Pacific board, except that the designees will include Mark R. George, the current President and Chief Executive Officer of Norfolk Southern, and Richard H. Anderson, the current Chairman of the Norfolk Southern board, in each case, so long as each is qualified, and willing and suitable to serve as a director under all applicable corporate governance policies and guidelines as reviewed and determined reasonably and in good faith by the Corporate Governance, Nominating and Sustainability Committee of the Union Pacific board.

Interests of Directors and Executive Officers in the Mergers (page 145)

Interests of Union Pacific Directors and Executive Officers in the Mergers

Union Pacific shareholders should be aware that Union Pacific's directors and executive officers have interests in the mergers that may be different from, or in addition to, those of Union Pacific shareholders generally. The Union Pacific board was aware of these interests and considered them, among other matters, in approving the merger agreement and making its recommendation that the Union Pacific shareholders vote **"FOR"** the share issuance proposal.

For more information regarding the interests of Union Pacific's directors and executive officers in the mergers, see "*The Mergers—Interests of Directors and Executive Officers in the Mergers—Interests of Union Pacific Directors and Executive Officers in the Mergers*."

Interests of Norfolk Southern Directors and Executive Officers in the Mergers

In considering the recommendation of the Norfolk Southern board to approve the merger agreement and the transactions contemplated thereby, including the mergers, Norfolk Southern shareholders should be aware that Norfolk Southern's directors and executive officers have interests in the mergers that may be different from, or in addition to, the interests of Norfolk Southern shareholders generally, including treatment of outstanding Norfolk Southern equity awards in connection with the transactions contemplated by the merger agreement, potential severance benefits, potential transaction bonuses, and rights to ongoing indemnification and insurance coverage. The Norfolk Southern board was aware of these interests and considered them, among other matters, in evaluating and negotiating the merger agreement and in reaching its decision to (i) determine that it is in the best interests of Norfolk Southern and its shareholders, and declare it advisable, to enter into the merger agreement, (ii) approve the execution, delivery, and performance of the merger agreement and the consummation of the transactions contemplated by the merger agreement, including the mergers, (iii) adopt the merger agreement, and (iv) direct that the merger agreement proposal, the merger-related compensation proposal, and the Norfolk Southern adjournment proposal be submitted to the Norfolk Southern shareholders for approval at the Norfolk Southern special meeting.

These interests are discussed in more detail in "*The Mergers—Interests of Directors and Executive Officers in the Mergers—Interests of Norfolk Southern Directors and Executive Officers in the Mergers*."

Accounting Treatment of the Mergers (page 152)

The mergers, if they occur, will be accounted for as a purchase of Norfolk Southern by Union Pacific under the acquisition method of accounting in accordance with GAAP.

For more information regarding the accounting treatment, see "*The Mergers—Accounting Treatment of the Mergers*."

Reasonable Best Efforts; Regulatory Filings and Other Actions (page 153)

The obligations of Union Pacific and Norfolk Southern to complete the mergers are subject to, among other conditions, STB approval and CNA approval. The parties also agreed to file any and all notification and report forms with the FCC and take all other actions necessary to cause the expiration or termination of any applicable waiting periods under applicable law. For more information about regulatory approvals relating to the transactions, see "*The Mergers—Regulatory Approvals Required for the Mergers*," "*The Merger Agreement—Covenants and Agreements—Reasonable Best Efforts; Regulatory Filings and Other Actions*," and "*The Merger Agreement—Conditions to the Completion of the Mergers*."

Subject to certain limitations provided for in the merger agreement, each of Union Pacific and Norfolk Southern has agreed to use reasonable best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper, or advisable under applicable laws to cause the conditions to closing set forth in the merger agreement to be satisfied and to consummate and make effective the mergers and the other transactions contemplated by the merger agreement prior to January 28, 2028 (which is referred to as the end date), including: the obtaining of all necessary actions or nonactions, authorizations, permits, waivers, consents, clearances, approvals, and expirations or terminations of waiting periods from governmental entities and the making of all necessary registrations, notices, applications, reports, and other filings and the taking of all steps as may be necessary, proper, or advisable to obtain an approval, clearance, or waiver from, or to avoid, an action or

proceeding by, any governmental entity; the obtaining of all necessary consents from third parties; and the defending of any actions, lawsuits, or other legal proceedings challenging the consummation of the mergers and the other transactions contemplated by the merger agreement, or seeking to prohibit or delay the closing.

Treatment of Norfolk Southern's Existing Debt; Financing (page 154)

There is no financing condition to the mergers.

In connection with the mergers, the parties intend to repay in full and terminate Norfolk Southern's existing revolving credit facility, commercial paper program, and receivables securitization facility.

Union Pacific has agreed to use reasonable best efforts to do all things necessary to obtain at or before the closing, funds sufficient for the payment of the cash consideration and any fees and expenses of or payable by Union Pacific, Merger Sub 1, Merger Sub 2, or Union Pacific's other affiliates on the closing date, and for any repayment or refinancing on the closing date of any outstanding indebtedness of Norfolk Southern and/or its subsidiaries contemplated by, or undertaken in connection with the transactions described in, the merger agreement.

Subject to the limitations set forth in the merger agreement, Norfolk Southern has agreed to, and to cause its subsidiaries to, use reasonable best efforts to provide customary cooperation to the extent reasonably requested by Union Pacific in connection with the offering, arrangement, syndication, consummation, issuance, or sale of any debt financing required to fund the transactions described in the preceding paragraph.

For further information regarding the financing of the transactions, see "*The Mergers—Treatment of Norfolk Southern's Existing Debt; Financing*" and "*The Merger Agreement—Covenants and Agreements—Financing*."

No Appraisal or Dissenters' Rights in the Mergers (page 155)

Under Utah law, Union Pacific shareholders will not be entitled to any appraisal rights in connection with the first merger, the second merger, or any other transactions described in this joint proxy statement/prospectus.

Under Virginia law, Norfolk Southern shareholders will not be entitled to any appraisal rights in connection with the first merger, the second merger, or any other transactions described in this joint proxy statement/prospectus.

NYSE Listing of Union Pacific Common Stock; Delisting and Deregistration of Norfolk Southern Common Stock (page 155)

It is a condition to the consummation of the mergers that the shares of Union Pacific common stock to be issued to Norfolk Southern shareholders in the first merger be approved for listing on the NYSE, subject to official notice of issuance. If the first merger is completed, Norfolk Southern common stock will be delisted from the NYSE and deregistered under the Exchange Act.

Expected Timing of the Mergers (page 155)

Union Pacific and Norfolk Southern currently expect the mergers to be completed by early 2027, subject to the satisfaction or waiver of customary closing conditions, including among others: (i) the approval of the merger agreement proposal by Norfolk Southern shareholders, (ii) the approval of the share issuance proposal by Union Pacific shareholders, (iii) the receipt of the requisite regulatory approvals, which are the STB approval and CNA approval (and in the case of Union Pacific's obligation to consummate the mergers, without resulting in the imposition of certain "materially burdensome regulatory conditions" as specified in the merger agreement), and (iv) the absence of any injunction or order by any court or other governmental entity prohibiting or making illegal the mergers (and in the case of Union Pacific's obligation to consummate the mergers, without resulting in the imposition of certain "materially burdensome regulatory conditions" as specified in the merger agreement).

However, Union Pacific and Norfolk Southern cannot predict the actual date on which the mergers will be completed because completion is subject to conditions beyond their control and it is possible that such conditions could result in the mergers being completed earlier or later or not being completed at all. See "*The Mergers—Regulatory Approvals Required for the Mergers*" and "*The Merger Agreement—Conditions to the Mergers*."

U.S. Federal Income Tax Consequences of the Mergers (page 155)

Union Pacific and Norfolk Southern intend for the mergers, taken together, to qualify as a "reorganization" within the meaning of Section 368(a) of the Code for U.S. federal income tax purposes, and Union Pacific and Norfolk Southern intend to report the mergers consistent with such qualification. Assuming the mergers so qualify, a U.S. holder (as defined in "*The Mergers—U.S. Federal Income Tax Consequences*") of Norfolk Southern common stock that receives shares of Union Pacific common stock and cash in exchange for shares of Norfolk Southern common stock pursuant to the first merger generally will recognize gain (but not loss) in an amount equal to the lesser of (i) the amount, if any, by which the sum of the cash and the fair market value of the Union Pacific common stock received by such U.S. holder in the first merger exceeds such U.S. holder's adjusted tax basis in such U.S. holder's Norfolk Southern common stock exchanged therefor and (ii) the amount of cash received by such U.S. holder. However, it is not a condition to Union Pacific's obligation or Norfolk Southern's obligation to complete the transactions that the mergers, taken together, qualify as a "reorganization" or that Norfolk Southern or Union Pacific receive an opinion from counsel to that effect.

Union Pacific and Norfolk Southern have not sought and will not seek any ruling from the U.S. Internal Revenue Service regarding any matters relating to the transactions and, as a result, there can be no assurance that the U.S. Internal Revenue Service would not assert that the mergers, taken together, do not qualify as a "reorganization," or that a court would not sustain such a position.

If the U.S. Internal Revenue Service or a court were to determine that the mergers, taken together, do not qualify as a "reorganization" within the meaning of Section 368(a) of the Code, a U.S. holder of Norfolk Southern common stock that exchanges such shares of Norfolk Southern common stock for Union Pacific common stock and cash pursuant to the first merger generally would recognize gain or loss in an amount equal to the difference, if any, between (i) the sum of the cash and the fair market value of the Union Pacific common stock received by such U.S. holder and (ii) such U.S. holder's adjusted tax basis in the Norfolk Southern common stock exchanged therefor.

Holders of Norfolk Southern common stock should consult with their tax advisors to determine the particular U.S. federal, state, local, or non-U.S. income or other tax consequences of the mergers to them. For a more complete description of the U.S. federal income tax consequences of the mergers, see "*The Mergers—U.S. Federal Income Tax Consequences*."

Litigation Related to the Mergers (page 159)

Shareholders may file lawsuits challenging the mergers, which may name Union Pacific, Norfolk Southern, members of the Union Pacific board, members of the Norfolk Southern board, or others as defendants. No assurance can be made as to the outcome of such lawsuits, including the amount of costs associated with defending claims or any other liabilities that may be incurred in connection with the litigation of any claims. If plaintiffs are successful in obtaining an injunction prohibiting the parties from completing the mergers on the agreed-upon terms, such an injunction may delay the completion of the mergers or may prevent the mergers from being completed altogether.

Union Pacific and Norfolk Southern have each received demand letters from certain purported shareholders of Union Pacific and Norfolk Southern, as applicable, that allege deficiencies and/or omissions in the registration

statement on Form S-4 filed by Union Pacific with the SEC relating to the mergers. The demand letters seek additional disclosures to remedy these purported deficiencies. Union Pacific and Norfolk Southern believe that the allegations in these letters are without merit. There can be no assurances that complaints or additional demands will not be filed or made with respect to the mergers. If additional similar demands are made, absent new or different allegations that are material, neither Union Pacific nor Norfolk Southern will necessarily announce them.

The Merger Agreement (page 160)

No Solicitation (page 173)

As more fully described in this joint proxy statement/prospectus and in the merger agreement, each of Union Pacific and Norfolk Southern has agreed that it will not, and will cause its affiliates and its and their respective directors, officers, and other representatives not to, directly or indirectly:

- solicit, initiate, or knowingly encourage or knowingly facilitate any inquiry regarding, or the making or submission of any proposal, offer, or indication of intent that constitutes, or would reasonably be expected to lead to, or result in, an alternative proposal;
- engage in or continue or otherwise participate in any discussions or negotiations with any person regarding an alternative proposal or any inquiry, proposal, or offer that would reasonably be expected to lead to, or result in, an alternative proposal (except to notify such person that the non-solicit provisions of the merger agreement prohibit any such discussions or negotiations);
- furnish any non-public information relating to the Union Pacific or its subsidiaries or Norfolk Southern or its subsidiaries, as applicable, in connection with or for the purpose of facilitating an alternative proposal or any inquiry, proposal, offer, or indication of interest that would reasonably be expected to lead to, or result in, an alternative proposal;
- recommend or enter into any other letter of intent, memorandum of understanding, agreement in principle, option agreement, acquisition agreement, merger agreement, joint venture agreement, partnership agreement, or other similar agreement with respect to an alternative proposal (except for confidentiality agreements permitted under the no solicitation covenant); or
- approve, authorize, or agree to do any of the foregoing or otherwise knowingly facilitate any effort or attempt to make an alternative proposal.

Prior to obtaining shareholder approval of the share issuance proposal, in the case of Union Pacific, or prior to obtaining shareholder approval of the merger agreement proposal, in the case of Norfolk Southern, if Union Pacific or Norfolk Southern, as applicable, receives a bona fide, unsolicited alternative proposal that does not result from a breach of such party's no-solicitation obligations under the merger agreement, that party and its representatives may contact the third party making the alternative proposal solely to clarify the terms and conditions of such proposal. If based on the information then available and after consultation with outside legal counsel and a financial advisor, the Union Pacific board or the Norfolk Southern board, as applicable, determines in good faith that such alternative proposal is, or could reasonably be expected to result in, a superior proposal and the failure to take such action would be inconsistent with the directors' fiduciary duties under applicable law:

- Union Pacific or Norfolk Southern, as applicable, may furnish non-public information to the third party making such alternative proposal (including its representatives and prospective equity and debt financing sources) only if, prior to furnishing such information, such information has been made available to Norfolk Southern or Union Pacific, as applicable, and the third party making such alternative proposal executes a confidentiality agreement having confidentiality and use provisions that are not less restrictive than the confidentiality agreement entered into by Union Pacific and Norfolk Southern, dated May 19, 2025, and will not prohibit Norfolk Southern or Union Pacific, as applicable,

from complying with the merger agreement or contain terms that would restrict in any manner Norfolk Southern's or Union Pacific's, as applicable, ability to consummate the mergers;

- if the third party making such alternative proposal is a known competitor of Union Pacific or Norfolk Southern, as applicable, Union Pacific or Norfolk Southern, as applicable, must not provide any commercially sensitive non-public information to such third party in connection with the bullet point above, other than in accordance with customary "clean room" or other similar procedures designed to limit the disclosure of competitively sensitive information; and
- Union Pacific or Norfolk Southern, as applicable, may engage in discussions or negotiations with such third party with respect to the alternative proposal.

For a more complete description of the no solicitation provisions of the merger agreement, see "*The Merger Agreement—Covenants and Agreements—No Solicitation*."

Change of Recommendation and Match Rights (page 174)

As more fully described in this joint proxy statement/prospectus and in the merger agreement, subject to certain exceptions, the Union Pacific board may not change its recommendation that Union Pacific shareholders vote "**FOR**" the share issuance proposal, and the Norfolk Southern board may not change its recommendation that Norfolk Southern shareholders vote "**FOR**" the merger agreement proposal. Under the merger agreement, a change of recommendation will occur if the Union Pacific board or the Norfolk Southern board, including any committee thereof:

- withdraws, withholds, qualifies, or modifies or proposes publicly to withdraw, withhold, qualify, or modify, the recommendation;
- fails to include the recommendation in the joint proxy statement/prospectus that is mailed to its shareholders;
- if any alternative proposal that is structured as a tender offer or exchange offer for the outstanding shares of Union Pacific common stock or Norfolk Southern common stock, as applicable, is commenced pursuant to Rule 14d-2 under the Exchange Act (other than by Union Pacific or Norfolk Southern, or their respective affiliates), fails to recommend, within ten (10) business days after such commencement, against acceptance of such tender offer or exchange offer by its shareholders;
- approves, adopts, recommends, or declares advisable any alternative proposal or publicly proposes to approve, adopt, recommend, or declare advisable any alternative proposal; or
- approves, adopts, or recommends or declares advisable or enters into, any letter of intent, memorandum of understanding, agreement in principle, acquisition agreement, merger agreement, option agreement, joint venture agreement, partnership agreement, or other agreement (other than a confidentiality agreement referred to in and entered into compliance with its no solicitation covenant) with respect to any alternative proposal.

Notwithstanding the restrictions described above, the merger agreement provides that, prior to obtaining shareholder approval of the share issuance proposal or merger agreement proposal, as applicable, the Union Pacific board or the Norfolk Southern board may make a change of recommendation in response to the receipt of an unsolicited, bona fide written alternative proposal (substituting in the definition thereof "50%" for "10%" in each place each such term appears) made after the date of the merger agreement, that the Union Pacific board or the Norfolk Southern board, as applicable, determines in good faith (after consultation with outside legal and financial advisors, and considering all legal, financial, financing, and regulatory aspects of the proposal, the identity of the person(s) making the proposal and the likelihood of the proposal being consummated in accordance with its terms) would, if consummated, result in a transaction that is (i) more favorable, from a financial point of view, than the transactions contemplated by the merger agreement (after taking into account, in

addition to all other relevant factors, any revisions to the terms of the transactions contemplated by the merger agreement) and (ii) reasonably likely to be completed (taking into account any regulatory, financing, or approval requirements and any other aspects considered relevant by the Union Pacific board or the Norfolk Southern board, as applicable), which is referred to as a superior proposal.

Prior to making any such change of recommendation, the Union Pacific board or the Norfolk Southern board, as applicable, (i) must provide the other party with at least five (5) business days' prior written notice advising the other party of its intention to change its recommendation, which notice must include a description of the terms and conditions of the superior proposal that is the basis for the proposed action of the Union Pacific board or the Norfolk Southern board, as applicable (including the identity of the person making the superior proposal and, if applicable, complete copies of any written requests, proposals, or offers and any other material documents, including any proposed definitive agreements for such superior proposal), and Union Pacific or Norfolk Southern, as applicable, must have negotiated in good faith with the other party (to the extent the other party wishes to negotiate) to enable the other party to make such amendments to the terms of the merger agreement as would permit the Union Pacific board or the Norfolk Southern board, as applicable, not to effect the change of recommendation and (ii) at the end of the five (5)-business day period following delivery of the written notice, after taking into account any changes to the terms of the merger agreement proposed by the other party in writing and any other proposals or information offered in writing by the other party, must conclude that the superior proposal giving rise to the five (5)-business day period continues to constitute a superior proposal if such amendments were to be given effect (subject to certain extensions).

In addition, prior to obtaining shareholder approval of the share issuance proposal or merger agreement proposal, as applicable, the Union Pacific board or the Norfolk Southern board may, in response to an intervening event, make a change of recommendation if the Union Pacific board or the Norfolk Southern board, as applicable, determines in good faith, after consultation with outside legal counsel that the failure of the Union Pacific board or the Norfolk Southern board, as applicable, to take such action would be inconsistent with its fiduciary duties under applicable law.

Prior to making any such change of recommendation, the Union Pacific board or the Norfolk Southern board, as applicable, (i) must give the other party at least five (5) business days' prior written notice advising the other party of its intention to make such a change of recommendation, which notice must include a description of the applicable intervening event and (ii) at the end of the five (5)-business day period, after taking into account any changes to amend the terms of the merger agreement proposed by the other party in writing and any other proposals or information offered by the other party in writing during the five (5)-business day period, must determine in good faith, after consultation with outside legal counsel, that the failure of the Union Pacific board or the Norfolk Southern board, as applicable, to make such change of recommendation would continue to be inconsistent with its fiduciary duties under applicable law if such amendments were to be given effect.

For a more complete description of the change of recommendation provisions of the merger agreement, see "*The Merger Agreement —Covenants and Agreements—Change of Recommendation and Match Rights*."

Conditions to the Obligations of Each Party to Effect the Mergers (page 181)

As more fully described in this joint proxy statement/prospectus and in the merger agreement, the obligations of each of Union Pacific, Merger Sub 1, and Merger Sub 2, on the one hand, and Norfolk Southern, on the other hand, to effect the mergers are subject to the satisfaction (or waiver by Union Pacific and Norfolk Southern to the extent permitted by applicable law) of various conditions, including the following:

- Union Pacific shareholders approving the share issuance proposal and Norfolk Southern shareholders approving the merger agreement proposal;

- effectiveness of the registration statement of which this joint proxy statement/prospectus forms a part, and the absence of any stop order suspending such effectiveness or of any proceeding seeking a stop order relating to such registration statement;
- the absence of any injunction or similar order by any court or other governmental entity of competent jurisdiction having been entered and continuing to be in effect that prohibits or makes illegal the consummation of the mergers;
- all requisite regulatory approvals having been obtained and remaining in full force and effect and all statutory waiting periods having expired or been terminated;
- the shares of Union Pacific common stock to be issued in the first merger having been approved for listing on the NYSE, subject to official notice of issuance;
- accuracy of the representations and warranties made in the merger agreement by the other party as set forth in the merger agreement, subject to certain materiality thresholds;
- performance in all material respects by the other party of all of the covenants and agreements required by the merger agreement to be performed or complied with by it prior to the closing; and
- the absence of a material adverse effect on the other party (see "*The Merger Agreement—Material Adverse Effect*" of this joint proxy statement/prospectus for the definition of material adverse effect).

In addition, as more fully described in this joint proxy statement/prospectus and in the merger agreement, the obligations of Union Pacific, Merger Sub 1, and Merger Sub 2 to effect the mergers are subject to the satisfaction (or waiver by Union Pacific to the extent permitted by applicable law) on or prior to the closing date of the following conditions:

- Norfolk Southern having delivered to Union Pacific a certificate, dated as of the closing date and duly executed by its Chief Executive Officer or another senior officer of Norfolk Southern, certifying the satisfaction of certain conditions; and
- no "materially burdensome regulatory condition" (as defined in "*The Merger Agreement—Covenants and Agreements—Reasonable Best Efforts; Regulatory Filings and Other Actions*") being imposed as a result of a requisite regulatory approval or an injunction or similar order.

In addition, as more fully described in this joint proxy statement/prospectus and in the merger agreement, the obligation of Norfolk Southern to complete the mergers is subject to the satisfaction (or waiver to the extent legally permissible) on or prior to the closing date of the following additional condition:

- Union Pacific having delivered to Norfolk Southern a certificate, dated as of the closing date and duly executed by its Chief Executive Officer or another senior officer of Union Pacific, certifying the satisfaction of certain conditions.

For a more complete description of the conditions to the mergers, see "*The Merger Agreement—Conditions to the Mergers*."

Termination (page 184)

As more fully described in this joint proxy statement/prospectus and in the merger agreement, the merger agreement may be terminated and the mergers may be abandoned at any time prior to the effective time of the merger:

- by the mutual written consent of Union Pacific and Norfolk Southern; or

- by either Union Pacific or Norfolk Southern:
  - if the first effective time has not occurred prior to the end date, and the party seeking to terminate the merger agreement has not breached in any material respect its obligations under the merger agreement in any manner that has been the primary cause of the failure to consummate the mergers on or before such date; provided that, to the extent the requisite regulatory approvals condition to closing has not been satisfied or waived on or prior to the end date, but all other conditions to closing have been satisfied or waived (except for (a) the condition that the shares of Union Pacific common stock to be issued in the first merger have been approved for listing on NYSE and (b) those conditions that by their nature are to be satisfied at the closing), the end date will automatically be extended by the aggregate number of days (if any) during which the process for obtaining the STB approval following the prefiling notification pursuant to 49 C.F.R. § 1180.4(b) is extended due to (i) any order by the STB requiring Union Pacific and/or Norfolk Southern to submit additional information or (ii) the regulatory or statutory deadlines associated with the process for obtaining the STB approval being suspended, tolled, or extended for any reason, and after having given effect to any extension under the foregoing clauses (i) or (ii), for three (3) additional business days;
  - if any governmental entity of competent jurisdiction has issued or entered an injunction or similar order permanently enjoining or prohibiting the consummation of the mergers, and such injunction or order has become final and non-appealable; provided that the party seeking to terminate the merger agreement has not breached in any material respect its obligations under the merger agreement in any manner that has been the primary cause of such injunction or order;
  - if Norfolk Southern's shareholder meeting (after giving effect to any adjournments or postponements thereof) has been held and been concluded and shareholder approval of the merger agreement proposal has not been obtained; or
  - if Union Pacific's shareholder meeting (after giving effect to any adjournments or postponements thereof) has been held and been concluded and shareholder approval of the share issuance proposal has not been obtained; or
- by Union Pacific:
  - if Norfolk Southern has breached or failed to perform any of its representations, warranties, covenants, or other agreements contained in the merger agreement, which breach or failure to perform (i) would result in a failure of a condition of the mergers applicable to Norfolk Southern's representations, warranties, covenants, or other agreements and (ii) cannot be cured by the end date or, if curable, is not cured within forty-five (45) business days following Union Pacific's delivery of written notice to Norfolk Southern stating Union Pacific's intention to terminate the merger agreement and the basis for such termination; provided that Union Pacific will not have a right to terminate the merger agreement if Union Pacific, Merger Sub 1, or Merger Sub 2 is then in material breach of any representation, warranty, agreement, or covenant contained in the merger agreement;
  - prior to receipt of the Norfolk Southern shareholder approval of the merger agreement proposal, if the Norfolk Southern board, or a committee thereof, makes a change of recommendation; or
  - prior to the receipt of the Norfolk Southern shareholder approval of the merger agreement proposal, if Norfolk Southern has materially breached its no solicitation covenant in the merger agreement; or
- by Norfolk Southern:
  - if Union Pacific, Merger Sub 1, or Merger Sub 2 has breached or failed to perform any of its representations, warranties, covenants, or other agreements contained in the merger agreement,

which breach or failure to perform (i) would result in a failure of a condition to the mergers applicable to Union Pacific's representations, warranties, covenants, or other agreements and (ii) cannot be cured by the end date or, if curable, is not cured within forty-five (45) business days following Norfolk Southern's delivery of written notice to Union Pacific stating Norfolk Southern's intention to terminate the merger agreement and the basis for such termination; provided that Norfolk Southern will not have a right to terminate the merger agreement if Norfolk Southern is then in material breach of any representation, warranty, agreement, or covenant contained in the merger agreement;

- prior to receipt of the Union Pacific shareholder approval of the share issuance proposal, if the Union Pacific board, or a committee thereof, makes a change of recommendation; or
- prior to the receipt of the Union Pacific shareholder approval of the share issuance proposal, if Union Pacific has materially breached its no solicitation covenant in the merger agreement.

For a more complete description of the termination provisions of the merger agreement, see "*The Merger Agreement—Termination*."

Termination Fees and other Fees (page 186)

As more fully described in this joint proxy statement/prospectus, the merger agreement provides that Union Pacific will pay Norfolk Southern a termination fee in connection with a termination of the merger agreement under the following circumstances:

- if either Union Pacific or Norfolk Southern terminates the merger agreement because the closing has not occurred prior to the end date and, at the time of such termination either (i) there is an injunction or similar order entered by a court or other governmental entity of competent jurisdiction, pursuant to any railroad law, antitrust law, or similar law, that prohibits or makes illegal the consummation of the mergers, (ii) one or more of the requisite regulatory approvals have not been obtained or do not remain in full force and effect with all statutory waiting periods having been expired or terminated, (iii) one or more of the requisite regulatory approvals resulted in the imposition, individually or in the aggregate, of a "materially burdensome regulatory condition" (as defined in "*The Merger Agreement—Covenants and Agreements—Reasonable Best Efforts, Regulatory Filings and Other Actions*"), or (iv) there is an injunction or order entered by a court or other governmental entity of competent jurisdiction that imposes, individually or in the aggregate, any "materially burdensome regulatory condition" and all other conditions as described in "*The Merger Agreement—Conditions to the Mergers—Conditions to the Obligations of Each Party to Effect the Mergers*" and "*The Merger Agreement—Conditions to the Mergers—Conditions to the Obligations of Union Pacific, Merger Sub 1, and Merger Sub 2 to Effect the Mergers*" have been satisfied or waived (except for (a) the condition that the shares of Union Pacific common stock to be issued in the first merger have been approved for listing on NYSE and (b) those conditions that by their nature are to be satisfied at the closing; provided that such conditions were then capable of being satisfied if the closing had taken place), then Union Pacific will pay Norfolk Southern a fee of $2.5 billion in cash by wire transfer no later than three (3) business days after the date of such termination;
- if either Union Pacific or Norfolk Southern terminates the merger agreement because any governmental entity of competent jurisdiction has issued or entered an injunction or similar order, pursuant to any railroad law, antitrust law, or similar law, permanently enjoining or prohibiting the consummation of the mergers, and such injunction or order has become final and non-appealable, then Union Pacific will pay Norfolk Southern a fee of $2.5 billion in cash by wire transfer no later than three (3) business days after the date of such termination;

- if (i) Norfolk Southern terminates the merger agreement prior to receipt of the Union Pacific shareholder approval of the share issuance proposal because the Union Pacific board effected a change of recommendation or (ii) Norfolk Southern or Union Pacific terminates the merger agreement because the Union Pacific shareholder meeting was held and the Union Pacific shareholder approval of the share issuance proposal was not obtained at a time when Norfolk Southern could have terminated the agreement because the Union Pacific board effected a change of recommendation prior to receipt of the Union Pacific shareholder approval of the share issuance proposal, then Union Pacific will pay Norfolk Southern a fee of $2.5 billion in cash by wire transfer no later than, if terminated by Norfolk Southern, two (2) business days after the date of such termination, or, if terminated by Union Pacific, upon such termination; and
- if (i) after the date of the merger agreement, an alternative proposal (substituting in the definition thereof "50%" for "10%" in each place each such term appears) with respect to Union Pacific is publicly proposed or publicly disclosed, and not publicly withdrawn at least two (2) business days prior to the Union Pacific shareholder meeting (which is referred to as a Union Pacific qualifying transaction), (ii) the merger agreement is terminated by (a) Union Pacific or Norfolk Southern because the Union Pacific shareholder meeting was held but the Union Pacific shareholder approval of the share issuance proposal was not obtained or, solely if the Union Pacific shareholder approval of the share issuance proposal has not been obtained, closing has not occurred prior to the end date, or (b) Norfolk Southern because Union Pacific, Merger Sub 1, or Merger Sub 2 has breached or failed to perform any of their representations, warranties, covenants, or other agreements contained in the merger agreement, which breach or failure to perform (1) would result in a failure of a condition to the mergers applicable to Union Pacific's representations, warranties, covenants, or other agreements and (2) either cannot be cured by the end date or, if curable, was not cured within forty-five (45) business days following Norfolk Southern's delivery of written notice to terminate, and (iii) concurrently with or within twelve (12) months after such termination, Union Pacific (a) consummates a Union Pacific qualifying transaction or (b) enters into a definitive agreement providing for a Union Pacific qualifying transaction and later consummates such Union Pacific qualifying transaction, then Union Pacific will pay Norfolk Southern a fee of $2.5 billion in cash by wire transfer no later than two (2) business days after the consummation of such Union Pacific qualifying transaction.

As more fully described in this joint proxy statement/prospectus, the merger agreement provides that Norfolk Southern will pay Union Pacific a termination fee in connection with a termination of the merger agreement under the following circumstances:

- if Union Pacific terminates the merger agreement prior to the receipt of the Norfolk Southern shareholder approval of the merger agreement proposal because the Norfolk Southern board effected a change of recommendation, then Norfolk Southern will pay to Union Pacific a fee of $2.5 billion in cash by wire transfer no later than two (2) business days after the date of such termination;
- if Union Pacific or Norfolk Southern terminates the merger agreement because, if the Norfolk Southern shareholder meeting has been held, the Norfolk Southern shareholder approval of the merger agreement proposal has not been obtained at a time when Union Pacific could have terminated the merger agreement because the Norfolk Southern board effected a change of recommendation prior to receipt of the Norfolk Southern shareholder approval of the merger agreement proposal, then Norfolk Southern will pay to Union Pacific a fee of $2.5 billion in cash by wire transfer no later than, if terminated by Union Pacific, two (2) business days after the date of such termination or, if terminated by Norfolk Southern, concurrently with such termination; and
- if (i) after the date of the merger agreement, an alternative proposal (substituting in the definition thereof "50%" for "10%" in each place each such term appears) with respect to Norfolk Southern is publicly proposed or publicly disclosed, and not publicly withdrawn at least two (2) business days prior

to the Norfolk Southern shareholder meeting (which is referred to as a Norfolk Southern qualifying transaction), (ii) the merger agreement is terminated by (a) Union Pacific or Norfolk Southern because the Norfolk Southern shareholder meeting was held but the Norfolk Southern shareholder approval of the merger agreement proposal was not obtained or, solely if the Norfolk Southern shareholder approval of the merger agreement proposal has not been obtained, closing has not occurred prior to the end date, or (b) Union Pacific because Norfolk Southern has breached or failed to perform any of their representations, warranties, covenants, or other agreements contained in the merger agreement, which breach or failure to perform (1) would result in a failure of a condition to the mergers applicable to Union Pacific's representations, warranties, covenants, or other agreements and (2) either cannot be cured by the end date or, if curable, was not cured within forty-five (45) business days following Union Pacific's delivery of written notice to terminate, and (iii) concurrently with or within twelve (12) months after such termination, Norfolk Southern (a) consummates a Norfolk Southern qualifying transaction or (b) enters into a definitive agreement providing for a Norfolk Southern qualifying transaction and later consummates such Norfolk Southern qualifying transaction, then Norfolk Southern will pay Union Pacific a fee of $2.5 billion in cash by wire transfer no later than two (2) business days after the consummation of such Norfolk Southern qualifying transaction.

For a more complete description of the circumstances under which Union Pacific or Norfolk Southern will be required to pay a termination fee, see "*The Merger Agreement—Termination Fees and Other Fees*."

Comparison of Rights of Shareholders of Union Pacific and Norfolk Southern (page 197)

Upon completion of the first merger, Norfolk Southern shareholders receiving shares of Union Pacific common stock will become shareholders of Union Pacific, and their rights will be governed by Utah law and the organizational documents of Union Pacific in effect at the first effective time. Therefore, Norfolk Southern shareholders will have different rights once they become shareholders of Union Pacific due to differences between Utah law and Virginia law and differences between the organizational documents of Union Pacific and the organizational documents of Norfolk Southern, as described in more detail in "*Comparison of Rights of Shareholders of Union Pacific and Norfolk Southern*."

UNAUDITED PRO FORMA CONDENSED COMBINED FINANCIAL INFORMATION

The following descriptions are provided for general information, do not purport to be complete, and are qualified in their entirety by reference to the full text of the merger agreement.

The Mergers—On July 28, 2025, Union Pacific, Norfolk Southern, Merger Sub 1, and Merger Sub 2 entered into the merger agreement. Pursuant to the terms of the merger agreement, and subject to the satisfaction or waiver of the conditions specified therein, (i) Merger Sub 1 will merge with and into Norfolk Southern, with Norfolk Southern surviving the first merger as a direct, wholly owned subsidiary of Union Pacific, and (ii) immediately thereafter, Norfolk Southern will merge with and into Merger Sub 2, with Merger Sub 2 surviving the second merger as a direct, wholly owned subsidiary of Union Pacific.

The Union Pacific board has unanimously approved the merger agreement and the transactions contemplated by the merger agreement, including the mergers and the share issuance, and unanimously recommends that Union Pacific shareholders vote **"FOR"** the share issuance proposal and the Union Pacific adjournment proposal.

The Norfolk Southern board has unanimously adopted the merger agreement and approved the transactions contemplated by the merger agreement, including the mergers, and unanimously recommends that Norfolk Southern shareholders vote "FOR" the merger agreement proposal, the merger-related compensation proposal, and the Norfolk Southern adjournment proposal.

Merger Consideration—For a description of the merger consideration in connection with the mergers, see "*The Merger Agreement—Merger Consideration Received by Norfolk Southern Shareholders*" on page 161.

Treatment of Norfolk Southern Equity Awards—For a description of the treatment of Norfolk Southern equity awards in connection with the mergers, see "*The Merger Agreement—Treatment of Norfolk Southern Equity Awards*" on page 163.

Pro forma financial statements—The following Unaudited Pro Forma Condensed Combined Statements of Income (referred to as the pro forma income statements) for the year ended December 31, 2024, and the six months ended June 30, 2025, combine the historical consolidated statements of income of Union Pacific and Norfolk Southern, after giving effect to the mergers and other adjustments (as described in the notes to the Unaudited Pro Forma Condensed Combined Financial Statements) as if they occurred on January 1, 2024. The Unaudited Pro Forma Condensed Combined Statements of Financial Position (referred to as the pro forma balance sheet) as of June 30, 2025, combines the historical condensed consolidated statements of financial position of Union Pacific and Norfolk Southern, after giving effect to the mergers and other adjustments as if they had occurred on June 30, 2025. The pro forma income statements and pro forma balance sheet are collectively referred to as the pro forma financial statements.

The pro forma financial statements were prepared for illustrative and informational purposes only, in accordance with Regulation S-X Article 11, to demonstrate the estimated effects of the mergers and certain other related transactions and adjustments (collectively referred to as transaction accounting adjustments), such as (i) the alignment of Norfolk Southern's statements of income and financial position amounts to Union Pacific's presentation, (ii) adjustments based upon preliminary estimates of the fair value of assets to be acquired and liabilities to be assumed, (iii) transaction and financing costs expected to be incurred by Union Pacific, and (iv) the associated income tax impacts of recognizing these adjustments. The pro forma financial statements were prepared using the acquisition method of accounting in accordance with GAAP with the expectation that Union Pacific will be identified as the acquirer. The transaction accounting adjustments were prepared on the basis that such preliminary estimated adjustments will be incurred to achieve the mergers, are pending finalization of various estimates, inputs, and analyses, and do not include adjustments to reflect any potential costs that may be incurred in connection with actions required by regulatory or governmental authorities for regulatory approvals and clearances of the mergers, including divestitures or concessions; anticipated benefits, including synergies, cost savings, innovation, and operational efficiencies; or potential post-merger costs, such as restructuring and integration charges.

The pro forma financial statements are based on various adjustments and assumptions and are not necessarily indicative of what the combined statements of income or financial position would have actually been had the transaction accounting adjustments been completed as of the dates indicated. Further, the pro forma financial statements do not purport to project the future financial position or results of operations of the combined company after the mergers, which may differ materially and adversely from the pro forma financial statements.

The pro forma financial statements reflect transaction accounting adjustments that Union Pacific believes are necessary to present fairly the pro forma income statements and pro forma balance sheet following the completion of the mergers as of and for the periods indicated. The transaction accounting adjustments are based on currently available information and assumptions that Union Pacific believes are, under the circumstances and given the information available at this time, reasonable, directly attributable to the mergers, and reflective of adjustments necessary to report the combined financial condition and results of operations as if Union Pacific completed the mergers. The final acquisition accounting will be based upon the actual consideration and the fair value of the assets to be acquired and the liabilities to be assumed of the party that is determined to be the acquiree under GAAP as of the date of the completion of the mergers. In addition, subsequent to the closing date, there will be further refinements of the acquisition accounting as additional information becomes available. Accordingly, the final acquisition accounting may differ materially from the pro forma financial statements reflected in this filing.

The pro forma financial statements should be read in conjunction with the accompanying notes. In addition, the pro forma financial statements were based on and should be read in conjunction with the following historical consolidated financial statements and accompanying notes, which are incorporated by reference into this joint proxy statement/prospectus:

- The Interim Condensed Consolidated Financial Statements of Union Pacific as of and for the six months ended June 30, 2025, included in Union Pacific's Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2025;
- The Interim Consolidated Financial Statements of Norfolk Southern as of and for the six months ended June 30, 2025, included in Norfolk Southern's Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2025;
- The Consolidated Financial Statements of Union Pacific as of and for the year ended December 31, 2024, as included in Union Pacific's Annual Report on Form 10-K for the fiscal year ended December 31, 2024; and
- The Consolidated Financial Statements of Norfolk Southern as of and for the year ended December 31, 2024, as included in Norfolk Southern's Annual Report on Form 10-K for the fiscal year ended December 31, 2024.

Unaudited Pro Forma Condensed Combined Statements of Income

Millions, except per share amounts, for the six months ended June 30, 2025	*Historical Union Pacific*	*Historical Norfolk Southern*	*Reclassification transaction accounting adjustments*		*Merger transaction accounting adjustments*		*Financing transaction accounting adjustments*		*Combined company*
Operating revenues	$12,181	$ 6,103	$ —		$ —		$ —		$18,284
Operating expenses:									
Compensation and benefits	2,461	1,431	—		—	6[b]	—		3,892
Purchased services and materials	1,273	1,018	(208) 198	6[a][1] 6[a][2]	—		—		2,281
Depreciation	1,223	692	—		—	6[f]	—		1,915
Fuel	1,179	463	—		—		—		1,642
Equipment and other rents	471	—	208	6[a][1]	—		—		679
Other	678	—	259 10	6[a][3] 6[a][5]	—		—		947
Materials and other	—	400	(198) (259) 57	6[a][2] 6[a][3] 6[a][6]	—		—		—
Restructuring and other charges	—	10	(10)	6[a][5]	—		—		—
Eastern Ohio incident	—	(232)	—		—	8	—		(232)
Total operating expenses	7,285	3,782	57		—		—		11,124
Operating income	4,896	2,321	(57)		—		—		7,160
Other income, net	201	55	57	6[a][6]	—		—		313
Interest expense	(657)	(400)	—		—		(505)	6[d]	(1,562)
Income before income taxes	4,440	1,976	—		—		(505)		5,911
Income tax expense	(938)	(458)	—		—	6[e]	122	6[e]	(1,274)
Net income	$ 3,502	$ 1,518	$ —		$ —	6[g]	$(383)		$ 4,637
Earnings per share—basic	$ 5.86	N/A	N/A		N/A	9	N/A		$ 5.64
Earnings per share—diluted	$ 5.85	N/A	N/A		N/A	9	N/A		$ 5.63
Weighted average number of shares—basic	597.5	N/A	N/A		224.6	9	N/A		822.1
Weighted average number of shares—diluted	598.4	N/A	N/A		224.9	9	N/A		823.3

The accompanying notes are an integral part of these unaudited Pro Forma Condensed Combined Financial Statements.

Millions, except per share amounts, for the year ended December 31, 2024	*Historical Union Pacific*	*Historical Norfolk Southern*	*Reclassification transaction accounting adjustments*		*Merger transaction accounting adjustments*		*Financing transaction accounting adjustments*		*Combined company*
Operating revenues	$24,250	$12,123	$ —		$ —		$ —		$36,373
Operating expenses:									
Compensation and benefits	4,899	2,823	101	6[a][4]	300	6[b]	—		8,123
Purchased services and materials	2,520	2,048	(393) 369	6[a][1] 6[a][2]	190	6[c]	—		4,734
Depreciation	2,398	1,353			—	6[f]	—		3,751
Fuel	2,474	987			—		—		3,461
Equipment and other rents	920	—	393	6[a][1]	—		—		1,313
Other	1,326	—	454 82	6[a][3] 6[a][5]	—		—		1,862
Materials and other	—	333	(369) (454) 490	6[a][2] 6[a][3] 6[a][6]	—		—		—
Restructuring and other charges	—	183	(101) (82)	6[a][4] 6[a][5]	—		—		—
Eastern Ohio incident	—	325	—		—	8	—		325
Total operating expenses	14,537	8,052	490		490		—		23,569
Operating income	9,713	4,071	(490)		(490)		—		12,804
Other income, net	350	65	490	6[a][6]	—		—		905
Interest expense	(1,269)	(807)	—		—		(1,012)	6[d]	(3,088)
Income before income taxes	8,794	3,329	—		(490)		(1,012)		10,621
Income tax expense	(2,047)	(707)	—		115	6[e]	245	6[e]	(2,394)
Net income	$ 6,747	$ 2,622	$ —		$ (375)	6[g]	$ (767)		$ 8,227
Earnings per share—basic	$ 11.10	N/A	N/A		N/A	9	N/A		$ 9.89
Earnings per share—diluted	$ 11.09	N/A	N/A		N/A	9	N/A		$ 9.87
Weighted average number of shares—basic	607.6	N/A	N/A		224.6	9	N/A		832.2
Weighted average number of shares—diluted	608.6	N/A	N/A		224.9	9	N/A		833.5

The accompanying notes are an integral part of these unaudited Pro Forma Condensed Combined Financial Statements.

Unaudited Pro Forma Condensed Combined Statements of Financial Position

Millions, as of June 30, 2025	*Historical Union Pacific*	*Historical Norfolk Southern*	*Reclassification transaction accounting adjustments*		*Merger transaction accounting adjustments*		*Financing transaction accounting adjustments*		*Combined company*
Assets									
Current assets:									
Cash and cash equivalents	$ 1,060	$ 1,303	$ —		$ (19,950) (20)	4[c] 4[d]	$ (190) 19,970	7[c] 7[c]	$ 2,173
Accounts receivable, net	1,915	1,123	—		—		—		3,038
Material and supplies	774	313	—		—		—		1,087
Other current assets	434	168	—		—		—		602
Total current assets	4,183	2,907	—		(19,970)		19,780		6,900
Investments	2,785	4,038	—		—		—		6,823
Properties, net	59,017	35,921	—		—	5[a]	—		94,938
Operating lease assets	1,193	—	237	7[a][1]	—		—		1,430
Goodwill	—	—	106	7[a][5]	53,078	5[e]	—		53,184
Other assets	1,398	1,289	(237) (106)	7[a][1] 7[a][5]	—		—		2,344
Total assets	$ 68,576	$ 44,155	$ —		$ 33,108		$ 19,780		$ 165,619
Liabilities and common shareholders' equity									
Current liabilities:									
Accounts payable and other current liabilities	$ 3,930	$ 1,504	$ 223 1,037	7[a][3] 7[a][4]	192 144 —	5[b] 7[b] 8	—		$ 7,030
Income and other taxes	—	223	(223)	7[a][3]	—		—		—
Other current liabilities	—	1,037	(1,037)	7[a][4]	—		—		—
Debt due within one year	2,522	903	—		—		—		3,425
Total current liabilities	6,452	3,667	—		336		—		10,455
Debt due after one year	30,291	16,464	—		(1,348)	5[c]	(190) 19,970	7[c] 7[c]	65,187
Operating lease liabilities	831	—	165	7[a][2]	—		—		996
Deferred income taxes	13,029	7,529	—		310	5[d]	—		20,868
Other long-term liabilities	1,715	1,708	(165)	7[a][2]	—	8	—		3,258
Total liabilities	52,318	29,368	—		(702)		19,780		100,764
Common shareholders' equity:									
Common shares	2,783	226	—		(226)	7[d]	—		2,783
Paid-in-surplus	5,505	2,259	—		(2,259) 23,106 213	7[d] 4[b] 4[e]	—		28,824
Retained earnings	67,532	12,563	—		(144) (12,563)	7[b] 7[d]	—		67,388
Treasury stock	(58,870)	—	—		25,422	4[b]	—		(33,448)
Accumulated other comprehensive loss	(692)	(261)	—		261	7[d]	—		(692)
Total common shareholders' equity	16,258	14,787	—		33,810		—		64,855
Total liabilities and common shareholders' equity	$ 68,576	$ 44,155	$ —		$ 33,108		$ 19,780		$ 165,619

The accompanying notes are an integral part of these unaudited Pro Forma Condensed Combined Financial Statements.

NOTES TO THE UNAUDITED PRO FORMA CONDENSED COMBINED FINANCIAL STATEMENTS

1. Description of Transaction

On July 28, 2025, Union Pacific, Norfolk Southern, Merger Sub 1, and Merger Sub 2 entered into the merger agreement. Pursuant to the terms of the merger agreement, and subject to the satisfaction or waiver of the conditions specified therein, (i) Merger Sub 1 will merge with and into Norfolk Southern, with Norfolk Southern surviving the first merger as a direct, wholly owned subsidiary of Union Pacific, and (ii) immediately thereafter, Norfolk Southern will merge with and into Merger Sub 2, with Merger Sub 2 surviving the second merger as a direct, wholly owned subsidiary of Union Pacific.

At the first effective time, each share of Norfolk Southern common stock issued and outstanding immediately prior to the first effective time, except for shares held by Union Pacific or Norfolk Southern, or their direct or indirect subsidiaries (other than, with respect to shares held by Union Pacific, Norfolk Southern, Merger Sub 1, or Merger Sub 2, shares held on behalf of third parties), will be converted automatically into the right to receive (i) one (1) validly issued, fully paid, and nonassessable share of Union Pacific common stock and (ii) $88.82 in cash, without interest.

2. Basis of Presentation

The pro forma financial statements were prepared on the basis that Union Pacific, assuming receipt of the requisite regulatory approvals and completion of the mergers, will account for the mergers as a purchase of Norfolk Southern using the acquisition method pursuant to Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 805, *Business Combinations*. Under the acquisition method, the assets and liabilities of Norfolk Southern are recorded at their fair value at the effective time of the mergers. In addition, the total consideration, measured at the market price at the first effective time, is allocated to the tangible and intangible assets acquired and liabilities assumed. Fair value is defined in ASC 820, *Fair Value Measurements*, as “the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date.” Many of these fair value measurements can be highly subjective, and it is possible that other professionals, applying reasonable judgment to the same facts and circumstances, could develop and support a range of alternative estimated amounts. Once requisite regulatory approvals are received, Union Pacific will consolidate Norfolk Southern prospectively.

The transaction accounting adjustments to the pro forma financial statements are preliminary and have been made solely for the purpose of presenting the pro forma financial statements, which are necessary to comply with applicable disclosure and reporting requirements. The allocation of the estimated consideration is pending finalization of various estimates, inputs, and analyses. Since these pro forma financial statements were prepared based on preliminary estimates of consideration and fair values attributable to the purchase of Norfolk Southern, the actual amounts eventually recorded for the purchase accounting, including the identifiable goodwill, may differ materially from the information presented.

The pro forma financial statements were prepared for inclusion in this joint proxy statement/prospectus which forms a part of the registration statement filed on this Form S-4 with respect to Union Pacific common stock to be issued in the mergers. The pro forma financial statements were prepared from and should be read in conjunction with:

- The Interim Condensed Consolidated Financial Statements of Union Pacific as of and for the six months ended June 30, 2025, included in Union Pacific’s Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2025;
- The Interim Consolidated Financial Statements of Norfolk Southern as of and for the six months ended June 30, 2025, included in Norfolk Southern’s Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2025;

- The Consolidated Financial Statements of Union Pacific as of and for the year ended December 31, 2024, as included in Union Pacific's Annual Report on Form 10-K for the fiscal year ended December 31, 2024; and
- The Consolidated Financial Statements of Norfolk Southern as of and for the year ended December 31, 2024, as included in Norfolk Southern's Annual Report on Form 10-K for the fiscal year ended December 31, 2024.

The pro forma financial statements include adjustments necessary to be consistent with GAAP and in accordance with Regulation S-X Article 11. The pro forma income statements give effect to the mergers as if they occurred on January 1, 2024. The pro forma balance sheet gives effect to the mergers as if they had occurred on June 30, 2025.

The pro forma financial statements do not include adjustments to reflect any potential costs that may be incurred in connection with actions required by regulatory or governmental authorities for regulatory approvals and clearances of the mergers, including divestitures or concessions; anticipated benefits, including synergies, cost savings, innovation, and operational efficiencies; or potential post-merger costs, such as restructuring and integration charges. Under ASC 805, acquisition-related transaction costs (e.g., advisory, legal, valuation, and other professional fees) are not included as a component of consideration transferred but are accounted for as expenses in the periods in which the costs are incurred.

The pro forma financial statements are based on various adjustments and assumptions and are not necessarily indicative of what the combined statements of income or financial position would have actually been had the transaction accounting adjustments been completed as of the dates indicated. Further, the pro forma financial statements do not purport to project the future financial position or results of operations of the combined company after the mergers, which may differ materially and adversely from the pro forma financial statements.

Because both Union Pacific and Norfolk Southern hold non-controlling interest in common investments, as a result of the mergers, the combined ownership of some investments may increase to over 50%, requiring consolidation of the entities with the corresponding non-controlling interest shown on the face of the financial statements. As of the date of this filing, the probability of whether the interest in the entities will result in controlling interest is unknown as Union Pacific and Norfolk Southern may agree to certain requirements, concessions, and conditions that may affect the aggregate holdings of the common investments, and neither Union Pacific nor Norfolk Southern can predict what, if any, requirements, concessions, and conditions may be required. For the purposes of these pro forma financial statements, no adjustments were made to reflect consolidation of these entities.

3. Significant Accounting Policies

At this time, Union Pacific is not aware of any differences in accounting policies that would have a material impact on the pro forma financial statements. The known differences in classifications were included in the transaction accounting adjustments described in notes 6 and 7 under the heading "*Reclassification adjustments*". Following the mergers, Union Pacific will conduct a review of Norfolk Southern's accounting policies in an effort to determine if there are any material differences that require reclassification of Norfolk Southern's revenues, expenses, assets, or liabilities to conform with Union Pacific's accounting policies and classifications. As a result of that review, Union Pacific may identify differences between the accounting policies and classifications of the two companies that, when conformed, could have a material impact on the pro forma financial statements.

4. Estimate of Consideration Expected to be Transferred

The mergers described in note 1 of these pro forma financial statements are anticipated to result in the following estimated merger consideration:

Millions	*Consideration [a]*	*Note*
Common stock issued	$ 48,528	*[b]*
Cash on common stock	19,950	*[c]*
Settlement of stock-based compensation in cash	20	*[d]*
Settlement of stock-based compensation in shares	213	*[e]*
Total preliminary merger consideration	$ 68,711	

The following descriptions are provided for general information, do not purport to be complete, and are qualified in their entirety by reference to the full text of the merger agreement.

[a] The preliminary merger consideration does not purport to represent the actual value of the total consideration that will be received by Norfolk Southern shareholders and employees after the mergers are completed.

The value of the Union Pacific common stock to be issued in the mergers is estimated at $216.05 per share, which is the closing stock price on September 9, 2025, a date that was in reasonable proximity to the filing date of these pro forma financial statements. The final merger consideration will be based on the closing price of Union Pacific common stock at the first effective time.

The number of issued and outstanding shares of Norfolk Southern common stock was estimated at 224,614,894 based on the disclosed shares outstanding on June 30, 2025. The final merger consideration will be based on the actual Norfolk Southern common stock outstanding as of immediately prior to the closing of the mergers.

An increase or decrease of 20% in the price of Union Pacific common stock would cause a $10 billion increase or decrease in the estimated value of the total consideration, which would correspondingly increase or decrease the estimated value of goodwill.

[b] Each share of Norfolk Southern common stock outstanding will receive one (1) share of Union Pacific common stock. The shares will be issued out of treasury stock at the average price per share. For the purposes of these pro forma financials, the average treasury share price as of June 30, 2025, which was $113.18, was assumed.

[c] Each Norfolk Southern common stock outstanding will also receive $88.82 in cash, without interest.

[d] *Phantom stock units*—Each Norfolk Southern phantom stock unit that is outstanding as of immediately prior to the first effective time will, at the first effective time, automatically and without any action on the part of the holder thereof, be canceled and converted into the right to receive an amount in cash (without interest) equal to the merger consideration value multiplied by the total number of shares of Norfolk Southern common stock relating to such Norfolk Southern phantom stock unit immediately prior to the first effective time. For the purpose of these pro forma financial statements, all outstanding Norfolk Southern phantom stock units on June 30, 2025, were assumed as outstanding at the effective time of the mergers.

Restricted stock units—Each Norfolk Southern RSU that is outstanding as of immediately prior to the first effective time and that is vested or becomes vested at the first effective time pursuant to its terms as in effect as of the date of the merger agreement will, as of the first effective time, automatically and without any action on the part of the holder thereof, be canceled and converted into the right to receive an amount in cash (without interest) equal to the merger consideration value multiplied by the total number of shares of Norfolk Southern common stock subject to such Norfolk Southern RSU immediately prior to the first effective time. For the purposes of these financial statements, it was assumed that all outstanding Norfolk Southern RSUs were outstanding and unvested at the effective time of the mergers.

[e] *Stock options*—Each Norfolk Southern option that is outstanding immediately prior to the first effective time will, as of the first effective time, automatically and without any action on the part of the holder thereof, be assumed and converted into (or canceled and replaced by) an option to purchase shares of Union Pacific common stock (i) with respect to a number of shares of Union Pacific common stock equal to the product of (a) the number of shares of Norfolk Southern common stock subject to the corresponding Norfolk Southern option immediately prior to the first effective time multiplied by (b) the equity award exchange ratio (rounded down to the nearest whole number of shares), and (ii) with a per share exercise price that is equal to the quotient of (a) the exercise price per share of Norfolk Southern common stock of the corresponding Norfolk Southern option immediately prior to the first effective time divided by (b) the equity award exchange ratio (rounded up to the nearest cent), with the same terms and conditions that applied to the corresponding Norfolk Southern option immediately prior to the first effective time (including, without limitation, payment of quarterly dividend equivalents). For the purpose of these pro forma financials, we assumed that all outstanding Norfolk Southern options on June 30, 2025, were outstanding at the effective time of the mergers. The shares used to determine the consideration were the incremental shares net of proceeds from the stock option exercise.

Restricted stock units—Each Norfolk Southern RSU that is outstanding and unvested as of immediately prior to the first effective time or that does not become vested at the first effective time will, as of the first effective time, automatically and without any action on the part of the holder thereof, be assumed and converted into (or canceled and replaced by) a Union Pacific stock unit award relating to a number of shares of Union Pacific common stock equal to the product, rounded to the nearest whole number of shares, of (i) the number of shares of Norfolk Southern common stock subject to such Norfolk Southern RSU immediately prior to the first effective time, and (ii) the equity award exchange ratio, with the same terms and conditions that applied to such Norfolk Southern RSU immediately prior to the first effective time (including, without limitation, payment of quarterly dividend equivalents). For the purpose of these pro forma financials, we assumed that all outstanding Norfolk Southern RSUs on June 30, 2025, were outstanding and unvested at the effective time of the mergers.

Performance share units—Each Norfolk Southern PSU that is outstanding as of immediately prior to the first effective time will, as of the first effective time, automatically and without any action on the part of the holder thereof, be assumed and converted into (or canceled and replaced by) a Union Pacific stock unit award relating to a number of shares of Union Pacific common stock equal to the product, rounded to the nearest whole number of shares, of (i) the number of shares of Norfolk Southern common stock subject to such Norfolk Southern PSU immediately prior to the first effective time (with such number of shares of Norfolk Southern common stock determined based upon the greater of (a) the target level of performance and (b) the actual level of performance calculated as of the latest practicable date prior to the first effective time as determined reasonably and in good faith by the compensation and talent management committee of the Norfolk Southern board), and (ii) the equity award exchange ratio, with the same terms and conditions (including service-based vesting conditions but excluding performance-based vesting conditions) that applied to such Norfolk Southern PSU immediately prior to the first effective time. For the purpose of these pro forma financials, we assumed that all outstanding Norfolk Southern PSUs on June 30, 2025, were outstanding at the effective time of the mergers and converted to Union Pacific stock unit awards based on the target level of performance.

5. Estimate of Assets to be Acquired and Liabilities to be Assumed

The purchase price allocation is preliminary and will change as a result of several factors, including the finalization of the fair value measurement of assets acquired and liabilities assumed.

The following is a preliminary estimate of the assets to be acquired and the liabilities to be assumed by Union Pacific at the effective time of the mergers, reconciled to the preliminary merger consideration:

Millions	*Adjusted historical Norfolk Southern*	*Fair value adjustment*	*Note*	*Estimated fair value*
Cash and cash equivalents	$ 1,303	$ —		$ 1,303
Accounts receivable, net	1,123	—		1,123
Materials and supplies	313	—		313
Other current assets	168	—		168
Investments	4,038	—		4,038
Properties, net	35,921	—	*[a]*	35,921
Operating lease assets	237	—		237
Goodwill	—	53,078	*[e]*	53,078
Other assets	1,052	—		1,052
Accounts payable and other current liabilities	(2,764)	(192)	*[b]*	(2,956)
Debt due within one year	(903)	—		(903)
Debt due after one year	(16,464)	1,348	*[c]*	(15,116)
Operating lease liabilities	(165)	—		(165)
Deferred income taxes	(7,529)	(310)	*[d]*	(7,839)
Other long-term liabilities	(1,543)	—		(1,543)
Total identifiable net assets	$ 14,787	$ 53,924		$ 68,711

[a] *Properties*—As of the filing date of this joint proxy statement/prospectus, Union Pacific does not have sufficient information as to the specific nature, age, condition, or location of Norfolk Southern's property, software, and equipment. For the purposes of these pro forma financial statements, Union Pacific used the current Norfolk Southern book value. Once detailed valuations and related calculations are completed, a material portion could be attributed to properties, net. This estimate is preliminary and subject to change and could vary materially from the actual value at the effective time of the mergers.

[b] *Retention cash bonuses*—This includes, without limitation, the costs of a cash-based transaction bonus program for Norfolk Southern employees established in connection with the mergers. For the purposes of this pro forma balance sheet, the fair value of accounts payable and other current liabilities was adjusted to reflect an accrual of the maximum amount allowed to be earned as of the closing date, which was assumed to be June 30, 2025. The cost of the retention cash bonuses are shown net of taxes based on a rate of 23.0%, derived as the sum of (a) the federal income tax at statutory rate and (b) the state income taxes, net of federal tax effect, both as disclosed by Norfolk Southern.

[c] *Long-term debt*—The change in value of long-term debt reflects an adjustment to record the debt at its estimated fair value on June 30, 2025.

[d] *Deferred income taxes*—The estimated adjustment to deferred income taxes relates to the estimated deferred tax impact of the long-term debt fair value adjustment. The adjustment utilized a rate of 23.0%, derived as the sum of (a) the federal income tax at statutory rate and (b) the state income taxes, net of federal tax effect, both as disclosed by Norfolk Southern.

[e] *Goodwill*—On the date of preparation of these pro forma financial statements, certain fair value transaction accounting adjustments have been made as identified above; however, the fair values of Norfolk Southern's identifiable assets to be acquired and liabilities to be assumed and the impact of applying acquisition accounting have not been fully determined. After reflecting the fair value transaction accounting adjustments made herein, the excess of the total consideration over the recognized amounts has been presented in goodwill. Once detailed valuations and related calculations are completed, a material portion of this amount could be attributable to other assets acquired or liabilities assumed. Any increase or decrease in fair values of the net assets as compared with the pro forma financial statements may change the amount of the total merger consideration allocated to goodwill and other assets and liabilities and may impact the pro

forma income statements due to adjustments in the depreciation and amortization expense of the adjusted assets. Goodwill is not amortized.

6. Pro Forma Income Statements Transactions Accounting Adjustments

[a] *Reclassification adjustments*—Certain reclassification transaction accounting adjustments were made to the pro forma income statements to make the presentation conform to the presentation adopted by Union Pacific.

[1] Reclassified a portion of Norfolk Southern's purchased services and materials to equipment and other rents in the amounts of $208 million and $393 million for the six months ended June 30, 2025, and year ended December 31, 2024, respectively.

[2] Reclassified a portion of Norfolk Southern's materials and other to purchased services and materials in the amounts of $198 million and $369 million for the six months ended June 30, 2025, and year ended December 31, 2024, respectively.

[3] Reclassified a portion of Norfolk Southern's materials and other to other in the amounts of $259 million and $454 million for the six months ended June 30, 2025, and year ended December 31, 2024, respectively.

[4] Reclassified a portion of Norfolk Southern's restructuring and other charges to compensation and benefits in the amount of $101 million for the year ended December 31, 2024.

[5] Reclassified a portion of Norfolk Southern's restructuring and other charges to other in the amounts of $10 million and $82 million for the six months ended June 30, 2025, and year ended December 31, 2024, respectively.

[6] Revised the presentation of Norfolk Southern's materials and other by moving the gains from operating property sales to other income in the amounts of $57 million and $490 million for the six months ended June 30, 2025, and year ended December 31, 2024, respectively.

[b] *Retention cash bonuses*—Related to the mergers, Norfolk Southern has established retention cash bonus programs for Norfolk Southern employees. For the purposes of these pro forma income statements, the compensation and benefits expense reflects the maximum amount payable under the retention cash bonus programs and was assumed to be amortized completely in 2024.

[c] *Merger costs*—A transaction accounting adjustment was made for the estimated $190 million in merger costs to be incurred by Union Pacific. The adjustment was assumed to be recorded as purchased services and materials expense on January 1, 2024.

[d] *Interest expense*—For the purposes of these pro forma financial statements, we assume the entire cash consideration will be funded through new debt; however, we expect cash consideration will be funded through a combination of new debt and cash accumulated through cash provided by operating activities. These pro forma income statements assume that Union Pacific funded the entire cash consideration through the issuance of new debt as of January 1, 2024, a reasonable interest rate of 5%, and issuance and liability management costs of $190 million that will be amortized over an assumed life of 15 years.

An increase or decrease of 0.125% in the assumed interest rate would result in a $25 million increase or decrease in the estimated annual interest expense.

If $5 billion of cash is accumulated before the first effective time and the amount of debt used to cover the cash consideration is correspondingly reduced, assuming an interest rate of 5%, the estimated annual interest expense would decrease $250 million.

[e] *Income tax expense*—The estimated transaction accounting adjustments to income tax expense relates to the estimated transaction costs and interest expense transaction accounting adjustments described in notes 6[b],

6[c], and 6[d]. The adjustment utilized a rate of 23.0%, derived as the sum of (a) the federal income tax at statutory rate and (b) the state income taxes, net of federal tax effect, both as disclosed by Norfolk Southern, for the adjustment described in 6[b], and a rate of 24.2%, derived as the sum of (a) the federal statutory tax rate and (b) the state statutory rates, net of federal benefits, both as disclosed by Union Pacific, for the adjustments described in 6[c] and 6[d].

[f] *Depreciation*—As discussed in note 5[a], for purposes of these pro forma financial statements, Union Pacific used the current Norfolk Southern book value as of the filing date of this joint proxy statement/prospectus, which could vary materially from the actual value at the effective time of the mergers. Both Union Pacific and Norfolk Southern use the group method of depreciation where all items with similar characteristics, use, and expected lives are grouped together in asset classes and are depreciated using composite depreciation rates. As of December 31, 2024, Union Pacific reported having more than 60 depreciable asset classes, while Norfolk Southern reported using approximately 75 depreciable asset classes. The depreciation rate for each asset class could vary widely. Future valuation of Norfolk Southern's property could differ from the current book value and could materially impact the depreciation expense in future periods. An increase of $10 billion in Norfolk Southern's property could result in an increase of $275 million in annual depreciation expense assuming an average composite depreciation rate of 2.75% (or an average useful life of approximately 36 years).

[g] *Anticipated benefits and transaction related charges*—The pro forma financial statements do not include adjustments to reflect any potential costs that may be incurred in connection with actions required by regulatory or governmental authorities for regulatory approvals and clearances of the mergers, including divestitures or concessions; anticipated benefits, including synergies, cost savings, innovation, and operational efficiencies; or potential post-transaction costs, such as restructuring and integration charges.

7. Pro Forma Balance Sheet Transactions Accounting Adjustments

[a] *Reclassification adjustments*—Certain reclassification transaction accounting adjustments were made to the pro forma balance sheet to make the presentation conform to the presentation adopted by Union Pacific.

[1] Reclassified a portion of Norfolk Southern's other assets to operating lease assets in the amount of $237 million as of June 30, 2025.

[2] Reclassified a portion of Norfolk Southern's other long-term liabilities to operating lease liabilities in the amount of $165 million as of June 30, 2025.

[3] Reclassified Norfolk Southern's income and other taxes to accounts payable and other current liabilities in the amount of $223 million as of June 30, 2025.

[4] Reclassified Norfolk Southern's other current liabilities to accounts payable and other current liabilities in the amount of $1,037 million as of June 30, 2025.

[5] Reclassified Union Pacific's goodwill that was included in other assets because this caption would become material after the mergers in the amount of $106 million as of June 30, 2025.

[b] *Merger costs*—A transaction accounting adjustment was made for the estimated $190 million in merger costs to be incurred by Union Pacific. The adjustment was assumed to be recorded in accounts payable and other current liabilities as of June 30, 2025, and recorded net of taxes. The adjustment utilized a rate of 24.2%, derived as the sum of (a) the federal statutory tax rate and (b) the state statutory rates, net of federal benefits, both as disclosed by Union Pacific.

[c] *Debt*—For the purposes of these pro forma financial statements, we assume the entire cash consideration will be funded through new debt; however, we expect cash consideration will be funded through a combination of new debt and cash accumulated through cash provided by operating activities. The debt adjustment, which includes issuance and liability management costs of $190 million assumed to be paid in cash, was assumed to be recorded on June 30, 2025, for this pro forma balance sheet.

[d] *Historical shareholders' equity*—The historical shareholder's equity of Norfolk Southern will be eliminated as part of the mergers.

8. Non-recurring items and unusual results

Eastern Ohio incident—On February 3, 2023, a train operated by Norfolk Southern derailed in East Palestine, Ohio. The derailed equipment included 38 railcars, 11 of which were non-Norfolk Southern-owned tank cars containing hazardous materials. Fires associated with the derailment threatened certain tank cars. There was concern that the pressure inside of the tank cars carrying vinyl chloride was rising and that the pressure relief devices were no longer functioning properly, which would have posed the risk of a catastrophic explosion. Consequently, on February 6, 2023, the local incident commander (the East Palestine Fire Chief), in consultation with the incident command that included, among others, federal, state, and local officials and Norfolk Southern, opted to conduct a controlled vent and burn of five derailed tank cars, all of which contained vinyl chloride. This procedure involved creating holes in the five tank cars to drain the vinyl chloride into adjacent trenches that had been dug into the ground where the vinyl chloride was ignited and burned. Any remaining materials released from the derailment or during the vent and burn have been or are being remediated. The February 3, 2023, derailment, the associated fire, and the resulting vent and burn of the tank cars containing vinyl chloride on February 6, 2023, is referred to as the Eastern Ohio incident.

Although Norfolk Southern cannot predict the final outcome or estimate the reasonably possible range of loss related to the Eastern Ohio incident with certainty, Norfolk Southern has accrued amounts for probable and reasonably estimable liabilities for those environmental and non-environmental matters described in its most recent Annual Report on Form 10-K for the year ended December 31, 2024, as well as its subsequent filings with the SEC. Certain incurred costs related to the Eastern Ohio incident may be recoverable under Norfolk Southern's insurance policies in effect on the date of the Eastern Ohio incident or from third parties. Any additional amounts recoverable under Norfolk Southern's insurance policies or from third parties will be reflected in future periods when recovery is considered probable.

Amounts recorded related to the Eastern Ohio incident, including outstanding liabilities, are summarized in the table below:

Millions	*Environmental matters*	*Legal contingencies and other*	*Insurance recoveries*	*Total, net of recoveries*
Outstanding liabilities on December 31, 2023	$ 319	$ 145	$ —	$ 464
Expense/(recoveries) during the year ended December 31, 2024	190	785	(650)	325
(Payments)/receipts during the year ended December 31, 2024	(265)	(486)	632	(119)
Outstanding liabilities on December 31, 2024	244	444	(18)	670
Expense/(recoveries) during the six months ended June 30, 2025	—	146	(378)	(232)
(Payments)/receipts during the six months ended June 30, 2025	(35)	(78)	347	234
Outstanding liabilities on June 30, 2025	209	512	(49)	672

From the inception of the Eastern Ohio incident, Norfolk Southern has recognized a total of $1.2 billion in net expenses directly attributable to the Eastern Ohio incident, which includes $1.1 billion of recoveries. On June 30, 2025, and December 31, 2024, Norfolk Southern has also recorded a deferred tax asset of $122 million and $211 million, respectively, related to the Eastern Ohio incident expecting that certain expenses will be deductible for tax purposes in future periods or offset with insurance recoveries.

9. Pro Forma Earnings Per Share

The combined basic and diluted earnings per share for the periods presented are based on the combined weighted average basic and diluted common stock of Union Pacific and Norfolk Southern. As of the beginning of the periods presented, the historical weighted average basic and diluted shares of Norfolk Southern were assumed to be replaced by the common stock issued and share settlement of stock-based compensation by Union Pacific at the effective time of the mergers as discussed in note 4.

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

All statements, other than statements of current or historical fact, contained in this joint proxy statement/prospectus are forward-looking statements within the meaning of the "safe harbor" provisions of the Private Securities Litigation Reform Act of 1995, as amended. These statements relate to future events or future financial performance and involve known and unknown risks, uncertainties, and other factors that may cause Union Pacific's, Norfolk Southern's, or the combined company's actual results, levels of activity, performance, or achievements or those of the railroad industry to be materially different from those expressed or implied by any forward-looking statements. In some cases, forward-looking statements may be identified by the use of words like "may," "will," "could," "would," "should," "expect," "anticipate," "believe," "project," "estimate," "intend," "plan," "pro forma," or any variations or other comparable terminology.

All forward-looking statements included in this filing are based on information available to Union Pacific and Norfolk Southern on the date of this joint proxy statement/prospectus. While Union Pacific and Norfolk Southern have based these forward-looking statements on those expectations, assumptions, estimates, beliefs, and projections they view as reasonable, such forward-looking statements are only predictions and involve known and unknown risks and uncertainties, many of which involve factors or circumstances that are beyond Union Pacific's, Norfolk Southern's, or the combined company's control, including, but not limited to, in addition to factors disclosed in Union Pacific's and Norfolk Southern's respective filings with the SEC: the occurrence of any event, change, or other circumstance that could give rise to the right of one or both of the parties to terminate the merger agreement; the risk that potential legal proceedings may be instituted against Union Pacific or Norfolk Southern and result in significant costs of defense, indemnification, or liability; the possibility that the mergers do not close when expected or at all because required STB, shareholder, or CNA approvals and other conditions to closing are not received or satisfied on a timely basis or at all (and the risk that such approvals may result in the imposition of conditions that could adversely affect the combined company or the expected benefits of the mergers); the risk that the combined company will not realize expected benefits, cost savings, accretion, synergies, and/or growth from the mergers, or that such benefits may take longer to realize or be more costly to achieve than expected, including as a result of changes in, or problems arising from, general economic and market conditions, tariffs, interest and exchange rates, monetary policy, laws and regulations and their enforcement, and the degree of competition in the geographic and business areas in which Union Pacific and Norfolk Southern operate; disruption to the parties' businesses as a result of the announcement and pendency of the mergers; the costs associated with the anticipated length of time of the pendency of the mergers, including the restrictions contained in the merger agreement on the ability of Union Pacific and Norfolk Southern, respectively, to operate their respective businesses outside the ordinary course during the pendency of the mergers; the diversion of Union Pacific management's and Norfolk Southern management's attention and time from ongoing business operations and opportunities on merger-related matters; the risk that the integration of each party's operations will be materially delayed or will be more costly or difficult than expected, or that the parties are otherwise unable to successfully integrate each party's businesses into the other's businesses; the inability to retain key personnel; the possibility that the mergers may be more expensive to complete than anticipated, including as a result of unexpected factors or events; reputational risk and potential adverse reactions of Union Pacific's or Norfolk Southern's customers, suppliers, employees, labor unions, or other business partners, including those resulting from the announcement or completion of the mergers; the dilution caused by Union Pacific's issuance of additional shares of its common stock in connection with the consummation of the mergers; the risk of a downgrade of the credit rating of Union Pacific's indebtedness, which could give rise to an obligation to redeem existing indebtedness; a material adverse change in the financial condition of Union Pacific, Norfolk Southern, or the combined company; changes in domestic or international economic, political, or business conditions, including those impacting the transportation industry (including customers, employees, and supply chains); Union Pacific's, Norfolk Southern's, and the combined company's ability to successfully implement its respective operational, productivity, and strategic initiatives; a significant adverse event on Union Pacific's or Norfolk Southern's network, including, but not limited to, a mainline accident, discharge of hazardous materials, or climate-related or other network outage; the outcome of claims, litigation, governmental proceedings, and investigations involving Union Pacific or Norfolk Southern, including, in the case of Norfolk

Southern, those with respect to the Eastern Ohio incident; the nature and extent of Norfolk Southern's environmental remediation obligations with respect to the Eastern Ohio incident; new or additional governmental regulation and/or operational changes resulting from or related to the Eastern Ohio incident; a cybersecurity incident or other disruption to Union Pacific's, Norfolk Southern's, or the combined company's technology infrastructure; and risks and uncertainties set forth in or incorporated by reference into this joint proxy statement/prospectus in "*Risk Factors*" beginning on page 55.

This list of important factors is not intended to be exhaustive. These and other important factors, including those discussed under "Risk Factors" in Union Pacific's Annual Report on Form 10-K for the year ended December 31, 2024, as filed with the SEC on February 7, 2025, and Norfolk Southern's most recent Annual Report on Form 10-K for the year ended December 31, 2024, as filed with the SEC on February 10, 2025, as well as Union Pacific's and Norfolk Southern's subsequent filings with the SEC, may cause actual results, performance, or achievements to differ materially from those expressed or implied by these forward-looking statements. The forward-looking statements herein are made only as of the date they were first issued, and Union Pacific and Norfolk Southern disclaim any intention or obligation to update or revise any forward-looking statements, whether as a result of new information, future events, or otherwise, except as may be required by applicable law or regulation.

RISK FACTORS

In addition to the other information included and incorporated by reference into this joint proxy statement/prospectus, including, among others, the matters addressed in "Cautionary Note Regarding Forward-Looking Statements" beginning on page 53, you should carefully consider the following risk factors before deciding whether to vote for the share issuance proposal, in the case of Union Pacific shareholders, or for the merger agreement proposal, in the case of Norfolk Southern shareholders. In addition, you should read and consider the risks associated with each of the businesses of Union Pacific and Norfolk Southern because these risks will relate to the combined company following the completion of the mergers. Descriptions of some of these risks can be found in the respective Annual Reports of Union Pacific and Norfolk Southern on Form 10-K for the fiscal year ended December 31, 2024, as such risks may be updated or supplemented in each company's subsequently filed Quarterly Reports on Form 10-Q or Current Reports on Form 8-K, which are incorporated by reference into this joint proxy statement/prospectus. You should also consider the other information in this document and the other documents incorporated by reference into this document. See "Where You Can Find More Information" beginning on page 207.

Risks Related to the Mergers

The mergers are subject to conditions, some or all of which may not be satisfied or completed on a timely basis, if at all. Failure to complete the mergers could have material adverse effects on Union Pacific and Norfolk Southern.

The completion of the mergers is subject to a number of conditions, including, among others, the approval of the share issuance proposal by the Union Pacific shareholders, the approval of the merger agreement proposal by the Norfolk Southern shareholders, and the receipt of the requisite regulatory approvals, which make the completion of the mergers and timing thereof uncertain. See "*The Merger Agreement—Conditions to the Mergers*" for a more detailed description. Also, either Union Pacific or Norfolk Southern may terminate the merger agreement if the mergers have not been consummated by the end date (subject to an automatic extension in certain circumstances), except that this right to terminate the merger agreement will not be available to any party whose failure to perform any obligation under the merger agreement has been the primary cause of the failure of the mergers to be consummated on or before that date.

If the mergers are not completed, Union Pacific's and Norfolk Southern's respective ongoing businesses may be materially adversely affected and, without realizing any of the benefits of having completed the mergers, Union Pacific and Norfolk Southern will be subject to a number of risks, including the following:

- the market price of Union Pacific common stock or Norfolk Southern common stock could decline;
- Union Pacific or Norfolk Southern could owe substantial termination fees to the other party under certain circumstances (see "*The Merger Agreement—Termination*; *—Effect of Termination*; *—Termination Fees and Other Fees*");
- if the merger agreement is terminated and the Union Pacific board or the Norfolk Southern board seeks another business combination, Union Pacific shareholders and Norfolk Southern shareholders cannot be certain that Union Pacific or Norfolk Southern will be able to find a party willing to enter into a transaction on terms equivalent to or more attractive than the terms that the other party has agreed to in the merger agreement;
- time, resources, and costs committed by Union Pacific's and Norfolk Southern's respective management teams to matters relating to the mergers could otherwise have been devoted to pursuing other beneficial opportunities for their respective companies;
- Union Pacific or Norfolk Southern may experience negative reactions from the financial markets or from their respective customers, suppliers, employees, labor unions, or other business partners; and

- Union Pacific and Norfolk Southern will be required to pay their respective costs relating to the mergers, such as legal, accounting, financial advisory, and printing fees, whether or not the mergers are completed.

In addition, if the mergers are not completed, Union Pacific or Norfolk Southern could be subject to litigation related to any failure to complete the mergers or related to any enforcement proceeding commenced against Union Pacific or Norfolk Southern to perform their respective obligations under the merger agreement, and whether or not any such litigation has any merit, the cost of defending such litigation may be significant. The materialization of any of these risks could adversely impact Union Pacific and Norfolk Southern's respective ongoing businesses.

Similarly, delays in the completion of the mergers could, among other things, result in additional transaction costs, loss of revenue, or other negative effects associated with uncertainty about completion of the mergers.

Even if the merger agreement proposal is approved by Norfolk Southern shareholders, the date that Norfolk Southern shareholders will receive the merger consideration is still uncertain.

As described in this joint proxy statement/prospectus, completing the mergers is subject to numerous conditions, not all of which are controllable or waivable by Norfolk Southern or Union Pacific. Accordingly, if the merger agreement proposal is approved by Norfolk Southern shareholders, the date that Norfolk Southern shareholders will receive the merger consideration depends on the completion date of the mergers, which is uncertain.

The merger agreement contains provisions that limit each party's ability to pursue alternatives to the mergers, which could discourage a potential competing acquiror of either Union Pacific or Norfolk Southern from making an alternative proposal and, in specified circumstances, could require either party to pay substantial termination fees to the other party.

The merger agreement contains certain provisions that restrict each of Union Pacific's and Norfolk Southern's ability to initiate, solicit, knowingly encourage, or, subject to certain exceptions, engage in discussions or negotiations with respect to, or approve or recommend, any alternative proposal. Further, even if the Union Pacific board withdraws or qualifies its recommendation with respect to the share issuance proposal or if the Norfolk Southern board withdraws or qualifies its recommendation with respect to the merger agreement proposal, Union Pacific or Norfolk Southern, as the case may be, will still be required to submit each such proposal to a vote at their respective special meeting. In addition, the other party generally has an opportunity to offer to modify the terms of the transactions contemplated by the merger agreement in response to any alternative proposal before the board of directors of the company that has received the alternative proposal may withdraw or qualify its recommendation with respect to the applicable merger-related proposal.

In some circumstances, upon termination of the merger agreement in connection with an alternative proposal, Union Pacific may be required to pay a termination fee of $2.5 billion to Norfolk Southern, or Norfolk Southern may be required to pay a termination fee of $2.5 billion to Union Pacific. See "*Summary—The Merger Agreement—No Solicitation*," and "*The Merger Agreement—Termination*; *—Effect of Termination*; *—Termination Fees and Other Fees*."

These provisions could discourage a potential third-party acquiror or merger partner that might have an interest in acquiring all or a significant portion of Union Pacific or Norfolk Southern or pursuing an alternative acquisition transaction from considering or proposing such a transaction, even if it were prepared to pay consideration with a higher per-share value than the per-share value proposed to be received or realized in the mergers. In particular, a termination fee, if applicable, could result in a potential third-party acquiror or merger partner proposing to pay a lower price to the Union Pacific shareholders or Norfolk Southern shareholders than it might otherwise have proposed to pay absent such a fee.

If the merger agreement is terminated in accordance with its terms, and either Union Pacific or Norfolk Southern determines to seek another business combination, Union Pacific or Norfolk Southern, as applicable, may not be able to negotiate a transaction with another party on terms comparable to, or better than, the terms of the merger agreement.

The exchange ratio is fixed and will not be adjusted in the event of any change in either Union Pacific's or Norfolk Southern's stock price. As a result, the merger consideration payable to Norfolk Southern's shareholders may be subject to change if Union Pacific's stock price fluctuates.

Upon completion of the first merger, each share of Norfolk Southern common stock will be converted into the right to receive $88.82 in cash, without interest, and one (1) validly issued, fully paid, and nonassessable share of Union Pacific common stock. This exchange ratio will not be adjusted for changes in the market price of either Union Pacific common stock or Norfolk Southern common stock between the date the merger agreement was signed and completion of the first merger. Due to the fixed exchange ratio, fluctuations in the price of Union Pacific common stock will drive corresponding changes in the value of the merger consideration payable to each Norfolk Southern shareholder. As a result, changes in the price of Union Pacific common stock prior to the completion of the first merger will affect the value of Union Pacific common stock that Norfolk Southern shareholders will receive upon the effectiveness of the first merger.

The price of Union Pacific common stock has fluctuated during the period between the date the merger agreement was executed and the date of this joint proxy statement/prospectus, and may continue to change through the date of each of Union Pacific and Norfolk Southern's shareholder meetings and the date the first merger is completed. For example, based on the range of closing prices of Union Pacific common stock during the period from July 28, 2025, the last trading day before the public announcement of the merger agreement, through September 26, 2025, the last practicable trading day before the date of this joint proxy statement/prospectus, the exchange ratio resulted in an implied value of the merger consideration ranging from a high of approximately $324.02 to a low of approximately $303.73 for each share of Norfolk Southern common stock. The actual market value of the Union Pacific common stock received by Norfolk Southern shareholders upon completion of the first merger may result in an implied value of the merger consideration outside this range.

These variations could result from changes in the business, operations, or prospects of Union Pacific or Norfolk Southern prior to or following the completion of the mergers, regulatory considerations, general market and economic conditions, and other factors both within and beyond the control of Union Pacific or Norfolk Southern. At the time of the Norfolk Southern special meeting, Norfolk Southern shareholders will not know with certainty the value of the shares of Union Pacific common stock that they will receive upon completion of the mergers.

The shares of Union Pacific common stock to be received by Norfolk Southern shareholders upon completion of the mergers will have different rights from shares of Norfolk Southern common stock.

Upon completion of the mergers, Norfolk Southern shareholders will no longer be shareholders of Norfolk Southern but will instead become shareholders of Union Pacific, and their rights as Union Pacific shareholders will be governed by the terms of the Union Pacific articles of incorporation and the Union Pacific by-laws. The terms of the Union Pacific articles of incorporation and the Union Pacific by-laws are in some respects materially different than the terms of the Norfolk Southern articles of incorporation and the Norfolk Southern bylaws, which currently govern the rights of Norfolk Southern shareholders. For a discussion of the different rights associated with shares of Norfolk Southern common stock and shares of Union Pacific common stock, see "*Comparison of Rights of Shareholders of Union Pacific and Norfolk Southern*."

Members of the management and boards of directors of Union Pacific and Norfolk Southern have interests in the mergers that may be different from, or in addition to, those of other shareholders.

In considering whether to approve the share issuance proposal, Union Pacific shareholders should recognize that members of Union Pacific management and the Union Pacific board have interests in the mergers that may be different from, or in addition to, their interests as shareholders of Union Pacific.

These interests include that all eleven (11) members of the Union Pacific board will remain on the Union Pacific board, Michael R. McCarthy, the Chairman of the Union Pacific board, will remain as the Chairman of the Union Pacific board, and V. James Vena, the Chief Executive Officer of Union Pacific, will remain as the Chief Executive Officer of Union Pacific. The Union Pacific board was aware of these interests and considered them, among other matters, in approving the merger agreement and making its recommendation that the Union Pacific shareholders vote "**FOR**" the share issuance proposal and the Union Pacific adjournment proposal.

In considering the recommendation of the Norfolk Southern board to approve the merger agreement proposal, Norfolk Southern shareholders should be aware that Norfolk Southern's directors and executive officers have interests in the mergers that may be different from, or in addition to, the interests of Norfolk Southern shareholders generally, including treatment of outstanding Norfolk Southern equity awards in connection with the transactions contemplated by the merger agreement, potential severance benefits, potential transaction bonuses, and rights to ongoing indemnification and insurance coverage.

These interests also include that, prior to the completion of the mergers, the Union Pacific board will increase its size from eleven (11) to fourteen (14) directors and cause three (3) individuals who serve on the Norfolk Southern board immediately prior to the effectiveness of the first merger to be appointed as members of the Union Pacific board to fill the three (3) new vacancies. The designees will be determined by the Union Pacific board, except that the designees will include Mark R. George, the current President and Chief Executive Officer of Norfolk Southern, and Richard H. Anderson, the current Chairman of the Norfolk Southern board. Such individuals must be qualified, willing, and suitable to serve as a director under all applicable corporate governance policies and guidelines of Union Pacific as reviewed and determined reasonably and in good faith by the Corporate Governance, Nominating and Sustainability Committee of the Union Pacific board.

The Norfolk Southern board was aware of these interests and considered them, among other matters, in evaluating and negotiating the merger agreement and in reaching its decision to (i) determine that it is in the best interests of Norfolk Southern and its shareholders, and declare it advisable, to enter into the merger agreement, (ii) approve the execution, delivery, and performance of the merger agreement and the consummation of the transactions contemplated by the merger agreement, including the mergers, (iii) adopt the merger agreement, and (iv) direct that the merger agreement proposal, the merger-related compensation proposal, and the Norfolk Southern adjournment proposal be submitted to the Norfolk Southern shareholders for approval at the Norfolk Southern special meeting.

These and other such interests are further described in "*The Mergers—Interests of Directors and Executive Officers in the Mergers—Interests of Union Pacific Directors and Executive Officers in the Mergers*" and "*The Mergers—Interests of Directors and Executive Officers in the Mergers—Interests of Norfolk Southern Directors and Executive Officers in the Mergers*."

The mergers are subject to the receipt of the requisite regulatory approvals, which requisite regulatory approvals may never be obtained, therefore preventing completion of the mergers. In addition, in granting such approvals, regulatory authorities may impose conditions that could have a significant adverse effect on Union Pacific, Norfolk Southern, or the combined company and the expected benefits of the mergers therefore preventing completion of the mergers.

Before the mergers may be completed, the requisite regulatory approvals must have been obtained, including STB approval, as described in the section "*The Mergers—Regulatory Approvals Required for the Mergers*." The terms and conditions of the approvals that are granted may impose requirements, concessions, limitations, or costs or place restrictions on the conduct of the combined company's business. Subject to the terms and conditions of the merger agreement, Union Pacific and Norfolk Southern have each agreed to use their reasonable best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with each other in doing, all things necessary, proper, or advisable to cause the conditions to closing set forth in the merger agreement to be satisfied and to consummate and make effective the mergers and the other

transactions contemplated by the merger agreement prior to the end date, except that Union Pacific and its subsidiaries are not required to take, or commit to take, or agree to or accept any "materially burdensome regulatory condition" (as further described in "*The Merger Agreement—Covenants and Agreements—Reasonable Best Efforts*"). For purposes of the foregoing, "reasonable best efforts" includes, among others, (i) proposing, negotiating, committing to, and effecting, by consent decree, hold separate order, or otherwise, the sale, divestiture, license, hold separate, or disposition of any and all of the share capital or other equity interest, assets, products, or businesses of Union Pacific and its subsidiaries or of Norfolk Southern and its subsidiaries and (ii) otherwise taking or committing to take any actions that after the first effective time would limit Union Pacific's or its subsidiaries' freedom of action with respect to, or their ability to retain, or otherwise agreeing to any restriction, requirement, or limitation with respect to their or one or more of their subsidiaries' assets, products, or businesses, in each case as may be required in order to avoid the entry of, or to effect the dissolution of, any injunction, temporary restraining order, or other order that would otherwise have the effect of preventing or delaying the closing. The STB and other regulatory and governmental authorities may impose requirements, concessions, and other conditions on the granting of such approvals. If such regulatory and governmental authorities seek to impose such requirements, concessions, or conditions, lengthy negotiations may ensue among such authorities, Union Pacific and Norfolk Southern. Such requirements, concessions, and conditions and the process of obtaining regulatory approvals could have the effect of delaying completion of the mergers and such requirements, concessions, and conditions may not be identified or satisfied for an extended period of time following the Union Pacific special meeting and the Norfolk Southern special meeting. Such requirements, concessions and conditions may also impose additional costs or limitations on the combined company following the completion of the mergers and the parties have agreed to accept such requirements, concessions, and conditions, even if significant, subject to the agreed-upon materially burdensome regulatory condition limitation in favor of Union Pacific. These requirements, concessions, and conditions may therefore reduce the anticipated benefits of the mergers, including synergies, which could also have a significant adverse effect on the combined company's business and cash flows and results of operations, and neither Union Pacific nor Norfolk Southern can predict what, if any, requirements, concessions, and conditions may be required by regulatory or governmental authorities whose approvals are required. The requisite regulatory approvals may not be obtained at all, may not be obtained in a timely fashion, and may contain conditions on the completion of the mergers.

In addition, under existing law, railroad competitors and customers of Union Pacific and Norfolk Southern and other interested parties may intervene to oppose the STB application or seek protective conditions in the event approval by the STB is granted, which might affect the decision of the STB, delay the approval process, or reduce the anticipated benefits of the mergers. Furthermore, if the STB does not provide final approval or imposes conditions on its approval in a final order, and Union Pacific and Norfolk Southern decide to appeal such final order from the STB, any such appeal might not be resolved for a substantial period of time after the entry of such order by the STB.

For a more detailed description of the regulatory review process, see "*The Mergers—Regulatory Approvals Required for the Merger*" and "*The Merger Agreement—Covenants and Agreements—Reasonable Best Efforts; Regulatory Filings and Other Actions*."

Each party is subject to business uncertainties and contractual restrictions while the mergers are pending, which could adversely affect each party's business and operations.

In connection with the pendency of the mergers, some customers, suppliers, and other persons with whom Union Pacific or Norfolk Southern has a business relationship have or may delay or defer certain business decisions or terminate, change, or renegotiate their relationships with Union Pacific or Norfolk Southern, as the case may be, as a result of the mergers, which could negatively affect Union Pacific's or Norfolk Southern's respective revenues, earnings, and cash flows, as well as the market price of Union Pacific common stock or Norfolk Southern common stock, regardless of whether the mergers are completed.

Under the terms of the merger agreement, each of Union Pacific and Norfolk Southern is subject to certain restrictions on the conduct of its business prior to completing the first merger, which may adversely affect its

ability to execute certain of its business strategies, including, in the case of Norfolk Southern, the ability in certain cases to enter into or amend contracts, acquire or dispose of assets, incur indebtedness, incur capital expenditures, settle litigation, amend organizational documents, declare dividends, enter new business lines, and invest in third parties. Such limitations could adversely affect each party's businesses and operations prior to the completion of the mergers.

Each of the risks described above may be exacerbated by delays or other adverse developments with respect to the completion of the mergers.

Uncertainties associated with the mergers may cause a loss of management personnel and other key employees, and Union Pacific and Norfolk Southern may have difficulty attracting and motivating management personnel and other key employees, which could adversely affect the future business and operations of the combined company.

Union Pacific and Norfolk Southern are dependent on the experience and industry knowledge of their respective management personnel and other key employees to execute their business plans. The combined company's success after the completion of the mergers will depend in part upon the ability of Union Pacific and Norfolk Southern to attract, motivate, and retain key management personnel and other key employees. Prior to completion of the mergers, current and prospective employees of Union Pacific and Norfolk Southern may experience uncertainty about their roles within the combined company following the completion of the mergers, which may have an adverse effect on the ability of each of Union Pacific and Norfolk Southern to attract, motivate, or retain management personnel and other key employees. In addition, no assurance can be given that the combined company will be able to attract, motivate, or retain management personnel and other key employees of Union Pacific and Norfolk Southern to the same extent that Union Pacific and Norfolk Southern have previously been able to attract or retain their own employees.

If the mergers do not qualify as a "reorganization" under Section 368(a) of the Code, the U.S. holders of Norfolk Southern common stock may be required to pay additional U.S. federal income taxes.

Union Pacific and Norfolk Southern intend for the mergers, taken together, to qualify as a "reorganization" within the meaning of Section 368(a) of the Code for U.S. federal income tax purposes, and Union Pacific and Norfolk Southern intend to report the mergers consistent with such qualification. Assuming the mergers so qualify, a U.S. holder (as defined in "*The Mergers—U.S. Federal Income Tax Consequences*") of Norfolk Southern common stock that receives shares of Union Pacific common stock and cash in exchange for shares of Norfolk Southern common stock pursuant to the first merger generally will recognize gain (but not loss) in an amount equal to the lesser of (i) the amount, if any, by which the sum of the cash and the fair market value of the Union Pacific common stock received by such U.S. holder in the first merger exceeds such U.S. holder's adjusted tax basis in such U.S. holder's Norfolk Southern common stock exchanged therefor and (ii) the amount of cash received by such U.S. holder. However, it is not a condition to Union Pacific's obligation or Norfolk Southern's obligation to complete the transactions that the mergers, taken together, qualify as a "reorganization" or that Norfolk Southern or Union Pacific receive an opinion from counsel to that effect, and it is possible that the mergers, taken together, may not so qualify.

Union Pacific and Norfolk Southern have not sought and will not seek any ruling from the U.S. Internal Revenue Service regarding any matters relating to the mergers and the other transactions contemplated by the merger agreement and, as a result, there can be no assurance that the U.S. Internal Revenue Service would not assert that the mergers, taken together, do not qualify as a "reorganization," or that a court would not sustain such a position. If the U.S. Internal Revenue Service or a court were to determine that the mergers, taken together, do not qualify as a "reorganization" within the meaning of Section 368(a) of the Code, a U.S. holder of Norfolk Southern common stock that receives shares of Union Pacific common stock and cash in exchange for shares of Norfolk Southern common stock pursuant to the first merger generally would recognize taxable gain or loss in an

amount equal to the difference, if any, between (i) the sum of the cash and the fair market value of the Union Pacific common stock received by such U.S. holder and (ii) such U.S. holder's adjusted tax basis in the Norfolk Southern common stock exchanged therefor.

Holders of Norfolk Southern common stock should consult with their tax advisors to determine the particular U.S. federal, state, local, or non-U.S. income or other tax consequences of the mergers to them. For a more detailed description of the U.S. federal income tax consequences of the mergers, see "*The Mergers—U.S. Federal Income Tax Consequences*."

Union Pacific and Norfolk Southern may be targets of securities class action and derivative lawsuits that could result in substantial costs and may delay or prevent the mergers from being completed, whether or not such lawsuits have any merit.

Securities class action lawsuits and derivative lawsuits are often brought against public companies that have entered into merger agreements. Even if the lawsuits are without merit, defending against or otherwise resolving these claims can result in substantial costs and divert management time and resources. An adverse judgment could result in monetary damages, which could have a negative impact on Union Pacific's and Norfolk Southern's respective liquidity and financial condition. Additionally, if a plaintiff is successful in obtaining an injunction prohibiting completion of the mergers, then that injunction may delay or prevent the mergers from being completed, or from being completed within the expected timeframe, which may adversely affect Union Pacific's and Norfolk Southern's respective business, financial position, and results of operation.

None of the opinions regarding the fairness, from a financial point of view, of the exchange ratio in the first merger delivered to the Union Pacific board and the Norfolk Southern board prior to the signing of the merger agreement reflects any changes in circumstances since the date on which such opinions were delivered.

Each of the opinions rendered by Morgan Stanley and Wells Fargo, financial advisors to Union Pacific, to the Union Pacific board on, and dated, July 28, 2025, and by BofA, financial advisor to Norfolk Southern, to the Norfolk Southern board on, and dated, July 28, 2025, were based upon information available to such financial advisors as of the date of each respective opinion. None of the opinions reflect any changes that may occur or may have occurred after the date on which that opinion was delivered, including changes to the operations and prospects of Union Pacific or Norfolk Southern, changes in general market and economic conditions, or other changes which may be beyond the control of Union Pacific and Norfolk Southern. Any such changes may alter the relative value of Union Pacific or Norfolk Southern or the prices of shares of Union Pacific common stock or Norfolk Southern common stock by the time the mergers are completed. The opinions do not speak as of the date the mergers will be completed or as of any date other than the date of each respective opinion. For a description of the opinions that the Union Pacific board received from Union Pacific's financial advisors, see "*The Mergers—Opinions of Union Pacific's Financial Advisors*." For a description of the opinion that the Norfolk Southern board received from Norfolk Southern's financial advisor, see "*The Mergers—Opinion of Norfolk Southern's Financial Advisor*."

Holders of Union Pacific common stock and holders of Norfolk Southern common stock will not have appraisal rights or dissenters' rights in the mergers.

Appraisal rights (also known as dissenters' rights) are statutory rights that, if applicable under law, enable shareholders to dissent from an extraordinary transaction, such as a merger, and to demand that the corporation pay the fair value for their shares as determined by a court in a judicial proceeding instead of receiving the consideration offered to shareholders in connection with the extraordinary transaction.

Under Utah law, Union Pacific shareholders will not be entitled to any appraisal rights in connection with the first merger, the second merger, or any other transactions described in this joint proxy statement/prospectus.

Under Virginia law, Norfolk Southern shareholders will not be entitled to any appraisal rights in connection with the first merger, the second merger, or any other transactions described in this joint proxy statement/prospectus.

The unaudited pro forma condensed combined financial information in this joint proxy statement/prospectus is presented for illustrative purposes only and may not be reflective of the financial position and results of operations of the combined company following completion of the mergers.

The unaudited pro forma condensed combined financial information in this joint proxy statement/prospectus was prepared for illustrative and informational purposes only, to demonstrate the estimated effects of the mergers and certain other related transactions and adjustments. The unaudited pro forma condensed combined financial information was prepared using the acquisition method of accounting in accordance with GAAP with the expectation, as of the date of this joint proxy statement/prospectus, that Union Pacific will be identified as the acquirer. The unaudited pro forma condensed combined financial information was prepared on the basis that such preliminary estimated adjustments will be incurred to achieve the mergers, are pending finalization of various estimates, inputs, and analyses, and do not include adjustments to reflect any potential costs that may be incurred in connection with actions required by regulatory or governmental authorities for regulatory approvals and clearances of the mergers, including divestitures or concessions; anticipated benefits, including synergies, costs savings, innovation, and operational efficiencies; or potential post-merger costs, such as restructuring and integration charges.

The unaudited pro forma condensed combined financial information is not necessarily indicative of what the combined company's actual financial position or results of operations would have actually been had the mergers been completed as of the dates indicated. Further, the unaudited pro forma condensed combined financial information does not purport to project the future financial position or results of operations of the combined company after the mergers, which may differ materially and adversely from the unaudited pro forma condensed combined financial information that is included in this joint proxy statement/prospectus. The final acquisition accounting will be based upon the actual consideration and the fair value of the assets to be acquired and liabilities to be assumed of the party that is determined to be the acquiree under GAAP as of the date of the completion of the mergers. In addition, subsequent to the closing date, there will be further refinements of the acquisition accounting as additional information becomes available. Accordingly, the final acquisition accounting may differ materially from the unaudited pro forma condensed combined financial information reflected in this document. See "*Unaudited Pro Forma Condensed Combined Financial Information*" for more information.

Completion of the mergers may trigger change in control or other provisions in certain agreements to which Norfolk Southern or its subsidiaries are a party, which may have an adverse impact on the combined company's business and results of operations.

The completion of the mergers may trigger change in control and other provisions in certain agreements to which Norfolk Southern or its subsidiaries are a party. If Union Pacific and Norfolk Southern are unable to negotiate waivers of those provisions, the counterparties may exercise their rights and remedies under the agreements, potentially terminating the agreements or seeking monetary damages. Even if Union Pacific and Norfolk Southern are able to negotiate waivers, the counterparties may require a fee for such waivers or seek to renegotiate the agreements on terms less favorable to Norfolk Southern or the combined company. Any of the foregoing or similar developments may have an adverse impact on the combined company's business and results of operations.

Norfolk Southern's and Union Pacific's financial forecasts are based on various assumptions that may not prove to be correct.

The financial forecasts set forth in "*Certain Unaudited Prospective Financial Information*" are based on assumptions of, and information available to, Norfolk Southern and Union Pacific at the time they were prepared

and provided to the Norfolk Southern board and Union Pacific board, respectively, along with their respective financial advisors. Norfolk Southern and Union Pacific do not know whether such assumptions will prove correct. Any or all of such forecasts may turn out to be wrong. Such forecasts can be adversely affected by inaccurate assumptions or by known or unknown risks and uncertainties, many of which are beyond Norfolk Southern's and Union Pacific's control. Many factors discussed in, or in documents incorporated by reference into, this joint proxy statement/prospectus, including the risks outlined in this "*Risk Factors*" section and the events or circumstances described under "*Cautionary Note Regarding Forward-Looking Statements*," will be important in determining Norfolk Southern's, Union Pacific's, and the combined companies' future results. As a result of these contingencies, actual future results may vary materially from Norfolk Southern's and Union Pacific's forecasts.

In view of these uncertainties, the inclusion of Norfolk Southern's and Union Pacific's financial forecasts in this joint proxy statement/prospectus is not and should not be viewed as a representation that the forecast results will be achieved. Further, any forward-looking statement speaks only as of the date on which it is made, and Norfolk Southern and Union Pacific undertake no obligation, other than as required by applicable law, to update the financial forecasts herein to reflect events or circumstances after the date those financial forecasts were prepared or to reflect the occurrence of anticipated or unanticipated events or circumstances. Moreover, neither Norfolk Southern's nor Union Pacific's independent accountants, nor any other independent accountants, have compiled, examined, or performed any procedures with respect to Norfolk Southern's or Union Pacific's unaudited prospective financial information contained herein, nor have they expressed any opinion or any other form of assurance on such information or achievability thereof.

Risks Relating to the Combined Company after Completion of the Mergers

The combined company may be unable to successfully integrate the businesses of Union Pacific and Norfolk Southern and realize the anticipated benefits of the mergers.

The success of the mergers will depend, in part, on the combined company's ability to successfully combine the businesses of Union Pacific and Norfolk Southern, which currently operate as independent public companies, and realize the anticipated benefits, including synergies, cost savings, innovation, and operational efficiencies, from the combination. If the combined company is unable to achieve these objectives within the anticipated time frame, or at all, the anticipated benefits may not be realized fully, or at all, or may take longer to realize than expected and the value of its common stock may be harmed. Additionally, as a result of the mergers, rating agencies may take negative actions against the combined company's credit ratings, which may increase the combined company's financing costs, including in connection with any financing of the mergers.

The mergers involve the integration of Norfolk Southern's business with Union Pacific's existing business, which is a complex, costly, and time-consuming process. Neither Union Pacific nor Norfolk Southern have previously completed a transaction comparable in size or scope to the mergers. The integration of the two (2) companies may result in material challenges, including, without limitation:

- the diversion of management's attention from ongoing business concerns and performance shortfalls at one or both of the companies as a result of the devotion of management's attention to the mergers;
- managing a larger combined company;
- creating, implementing, and executing a unified business strategy, and operational, financial, and managerial control with respect to the combined entity;
- the inherent risk and complexity of integrating railroad operations, including operating, information technology, safety, and managerial systems and processes, particularly on a large scale, in the context of ongoing business operations and customer commitments;
- maintaining employee morale and attracting, motivating, and retaining management personnel and other key employees;

- the possibility of faulty assumptions underlying expectations regarding the integration process;
- retaining existing business and operational relationships and attracting new business and operational relationships;
- issues in integrating information technology, operational, safety, communications and other systems;
- consolidating corporate and administrative infrastructures and eliminating duplicative operations and inconsistencies in standards, controls, procedures, and policies;
- coordinating geographically separate organizations;
- unanticipated changes in federal or state laws or regulations or international trade agreements, including additional regulatory scrutiny or additional regulatory requirements as a result of the transaction or the size, scope, and complexity of the combined company's business operations; and
- unforeseen expenses or delays associated with the mergers.

Many of these factors will be outside of the combined company's control and any one of them could result in delays, increased costs, decreases in the amount of expected revenues, and diversion of management's time and energy, which could materially affect the combined company's financial position, results of operations, and cash flows.

Union Pacific and Norfolk Southern have operated, and until completion of the mergers will continue to operate, independently. Union Pacific and Norfolk Southern are currently permitted to conduct only limited planning for the integration of the two (2) companies following the mergers and have not yet determined the exact nature of how the businesses and operations of the two (2) companies will be combined after the mergers. The actual integration may result in additional and unforeseen expenses, and the anticipated benefits of the integration plan may not be realized.

Union Pacific shareholders and Norfolk Southern shareholders will have a reduced ownership and voting interest after the mergers and will exercise less influence over the policies of the combined company than they now have on the policies of Union Pacific and Norfolk Southern, respectively.

Union Pacific shareholders presently have the right to vote in the election of the Union Pacific board and on other matters affecting Union Pacific. Norfolk Southern shareholders presently have the right to vote in the election of the Norfolk Southern board and on other matters affecting Norfolk Southern. Immediately after the mergers are completed, it is expected that current Union Pacific shareholders will own approximately 73% of the combined company's common stock outstanding and current Norfolk Southern shareholders will own approximately 27% of the combined company's common stock outstanding, based on the number of shares and stock-based awards of Union Pacific and Norfolk Southern outstanding as of September 26, 2025, the last practicable trading day before the date of the joint proxy statement/prospectus.

As a result, current Union Pacific shareholders and current Norfolk Southern shareholders will have less influence on the policies of the combined company than they now have on the policies of Union Pacific and Norfolk Southern, respectively.

The future results of the combined company may be adversely impacted if the combined company does not effectively manage its expanded operations following the completion of the mergers.

Following the completion of the mergers, the size of the combined company's business will be significantly larger than the current size of either Union Pacific's or Norfolk Southern's respective businesses. The combined company's ability to successfully manage this expanded business will depend, in part, upon management's ability to design and implement operational, managerial, financial, and strategic initiatives that address not only the integration of two (2) independent stand-alone companies, but also the increased scale and scope of the combined

business with its associated increased costs and complexity. There can be no assurances that the combined company will be successful or that it will realize the expected operating efficiencies, cost savings, and other benefits currently anticipated from the mergers.

Failure by Norfolk Southern to successfully execute its business strategy and objectives may materially adversely affect the future results of the combined company and, consequently, the market value of Union Pacific common stock.

The success of the mergers will depend, in part, on the ability of Norfolk Southern to successfully execute its business strategy, including making deliveries in a safe and reliable manner, minimizing service interruptions, and investing in its infrastructure to maintain its rail system and serve its customer base. These objectives are capital intensive. Furthermore, Norfolk Southern's business strategy, operations, and plans for growth and expansion rely significantly on agreements with other railroads and third parties, including joint ventures and other strategic alliances, as well as interchange, trackage rights, haulage rights, and marketing agreements with other railroads and third parties that enable Norfolk Southern to exchange traffic and utilize trackage that it does not own. Norfolk Southern's ability to provide comprehensive rail service to its customers depends in large part upon its ability to maintain these agreements with other railroads and third parties, and upon the performance of the obligations under the agreements by the other railroads and third parties. The termination of, or the failure to renew, these agreements could have a material adverse effect on Norfolk Southern's consolidated financial statements and interfere with its business strategy, operations, and plans for growth. If Norfolk Southern is not able to achieve its business strategy on a timely basis, or otherwise fails to perform in accordance with Union Pacific's (or Norfolk Southern's) expectations, the anticipated benefits of the mergers may not be realized fully or at all, and the mergers may materially adversely affect the results of operations, financial condition, and prospects of the combined company, and, consequently, the market value of Union Pacific common shares.

Failure by Union Pacific to successfully execute its business strategy and objectives may materially adversely affect the future results of the combined company and, consequently, the market value of Union Pacific common stock.

The success of the mergers will depend, in part, on the ability of Union Pacific to successfully execute its business strategy, including making deliveries in a safe and reliable manner, minimizing service interruptions, and investing in its infrastructure to maintain its rail system and serve its customer base. These objectives are capital intensive. Furthermore, Union Pacific's business strategy, operations, and plans for growth and expansion rely significantly on agreements with other railroads and third parties, including joint ventures and other strategic alliances, as well as interchange, trackage rights, haulage rights, and marketing agreements with other railroads and third parties that enable Union Pacific to exchange traffic and utilize trackage that it does not own. Union Pacific's ability to provide comprehensive rail service to its customers depends in large part upon its ability to maintain these agreements with other railroads and third parties, and upon the performance of the obligations under the agreements by the other railroads and third parties. The termination of, or the failure to renew, these agreements could have a material adverse effect on Union Pacific's consolidated financial statements and interfere with its business strategy, operations, and plans for growth. If Union Pacific is not able to achieve its business strategy on a timely basis, or otherwise fails to perform in accordance with Norfolk Southern's (or Union Pacific's) expectations, the anticipated benefits of the mergers may not be realized fully or at all, and the mergers may materially adversely affect the results of operations, financial condition, and prospects of the combined company, and, consequently, the market value of Union Pacific common shares.

The combined company is expected to incur substantial expenses related to the completion of the mergers and the integration of Union Pacific and Norfolk Southern.

The combined company is expected to incur substantial expenses in connection with the completion of the mergers and the integration of Union Pacific and Norfolk Southern. There are a large number of processes, policies, procedures, operations, technologies, and systems that must be integrated, including purchasing,

accounting and finance, sales, payroll, pricing, revenue management, marketing, and benefits. In addition, the businesses of Union Pacific and Norfolk Southern will continue to maintain a presence in Omaha, Nebraska and Atlanta, Georgia, respectively. The substantial majority of these costs will be non-recurring expenses related to the mergers (including any financing of the mergers), facilities, and systems consolidation costs. The combined company may incur additional costs to retain employees and/or maintain employee morale and to attract, motivate, or retain management personnel and other key employees. Union Pacific and Norfolk Southern will also incur transaction fees and costs related to formulating integration plans for the combined business, and the execution of these plans may lead to additional unanticipated costs. Additionally, as a result of the mergers, rating agencies may take negative actions with regard to the combined company's credit ratings, which may increase the combined company's financing costs, including in connection with any financing of the mergers. These incremental transaction and merger-related costs may exceed the savings the combined company expects to achieve from the elimination of duplicative costs and the realization of other efficiencies related to the integration of the businesses, particularly in the near term, and in the event there are material unanticipated costs.

The combined company's indebtedness may limit its flexibility and increase its borrowing costs.

As of August 31, 2025, Union Pacific had approximately $31.8 billion of outstanding indebtedness and Norfolk Southern had approximately $17.1 billion of outstanding indebtedness. The combined company's consolidated indebtedness may have the effect of, among other things, increasing borrowing costs. In addition, the amount of cash required to service the indebtedness levels will be greater than the amount of cash flows required to service the indebtedness of Union Pacific or Norfolk Southern individually prior to completion of the mergers. The level of indebtedness could also reduce dividend payments, share repurchases, and other activities and may create competitive disadvantages relative to other companies with lower debt levels. The combined company may be required to raise additional financing for working capital, capital expenditures, acquisitions, or other general corporate purposes. The combined company's ability to arrange additional financing or refinancing will depend on, among other factors, its financial condition and performance, as well as prevailing market conditions, the terms of third party debt financing incurred in connection with the consummation of the mergers (if any), and other factors beyond its control. There can be no assurance that the combined company will be able to obtain additional financing or arrange refinancing on terms acceptable to it or at all, and any such failure could materially adversely affect its operations and financial condition. For more information on the financial impact of the mergers on the combined company's indebtedness, see "*Unaudited Pro Forma Condensed Combined Financial Information*."

Union Pacific expects to obtain financing in connection with the mergers but cannot guarantee that it will be able to obtain such financing on favorable terms or at all.

Union Pacific anticipates that the funds needed to complete the transactions contemplated by the merger agreement will be derived from a combination of (i) available cash on hand and (ii) third party debt financing. Union Pacific's ability to obtain any such new debt financing will depend on, among other factors, its financial condition and performance, as well as prevailing market conditions, the terms of such financing, and other factors beyond Union Pacific's control. Union Pacific cannot assure you that it will be able to obtain new debt financing on terms acceptable to it or at all, and any such failure could materially adversely affect its operations and financial condition. Union Pacific's obligation to complete the mergers is not conditioned upon the receipt of any financing. Norfolk Southern has no consent right over the terms of any such third party debt financing.

The financing arrangements that the combined company will enter into in connection with the mergers may, under certain circumstances, contain restrictions and limitations that could significantly impact the combined company's ability to operate its business.

Union Pacific expects to incur significant new indebtedness in connection with the mergers. Union Pacific and Norfolk Southern expect that the agreements governing the indebtedness that the combined company will incur

in connection with the mergers will contain covenants that, among other things, may, under certain circumstances, place limitations on the dollar amounts paid or other actions relating to:

- payments in respect of, or redemptions or acquisitions of, debt or equity issued by the combined company or its subsidiaries, including the payment of dividends on Union Pacific common stock;
- incurring additional indebtedness;
- incurring guarantee obligations;
- paying dividends;
- creating liens on assets;
- entering into sale and leaseback transactions;
- making loans or advances;
- entering into hedging transactions;
- engaging in mergers, consolidations, or sales of all or substantially all of their respective assets; and
- engaging in certain transactions with affiliates.

In addition, the combined company will likely be required to maintain a minimum amount of excess availability as set forth in these agreements.

The combined company's ability to maintain minimum excess availability in future periods will depend on its ongoing financial and operating performance, which in turn will be subject to economic conditions and to financial, market, and competitive factors, many of which are beyond the combined company's control. The ability to comply with this covenant in future periods will also depend on the combined company's ability to successfully implement its overall business strategy and realize the anticipated benefits of the mergers, including synergies, cost savings, innovation, and operational efficiencies.

Various risks, uncertainties, and events beyond the combined company's control could affect its ability to comply with the covenants contained in its financing agreements. Failure to comply with any of the covenants in its existing or future financing agreements could result in a default under those agreements and under other agreements containing cross-default provisions. A default would permit lenders to accelerate the maturity of the debt under these agreements and to foreclose upon any collateral securing the debt. Under these circumstances, the combined company might not have sufficient funds or other resources to satisfy all of its obligations. In addition, the limitations imposed by financing agreements on the combined company's ability to incur additional debt and to take other actions might significantly impair its ability to obtain other financing.

For additional information regarding the financing of the mergers, see "*The Merger Agreement—Financing*."

The market price of the combined company's common stock may be affected by factors different from those that are currently affecting or have historically affected the price of Union Pacific or Norfolk Southern common stock.

Upon completion of the mergers, holders of Union Pacific common stock and Norfolk Southern common stock will be holders of Union Pacific common stock. As the businesses of Union Pacific and Norfolk Southern are different, the results of operations as well as the price of the combined company's common stock may in the future be affected by factors different from those factors affecting Union Pacific and Norfolk Southern as independent stand-alone companies. The combined company will face additional risks and uncertainties that Union Pacific or Norfolk Southern may not currently be exposed to as independent companies.

The market price of Union Pacific's common stock may decline as a result of the mergers.

The market price of Union Pacific common stock may decline as a result of the mergers, and holders of Union Pacific common stock could lose the value of their investment in Union Pacific common stock, if, among other things, the combined company is unable to achieve the expected growth in earnings, or if the anticipated benefits, including synergies, cost savings, innovation, and operational efficiencies, from the mergers are not realized, or if the transaction costs related to the mergers are greater than expected, or if any financing related to the transaction is on unfavorable terms. The market price also may decline if the combined company does not achieve the perceived benefits of the mergers as rapidly or to the extent anticipated by financial or industry analysts or if the effect of the mergers on the combined company's financial position, results of operations, or cash flows is not consistent with the expectations of financial or industry analysts. The issuance of shares of Union Pacific common stock in the first merger could on its own have the effect of depressing the market price for Union Pacific common stock. In addition, many Norfolk Southern shareholders may decide not to hold the shares of Union Pacific common stock they receive as a result of the first merger. Other Norfolk Southern shareholders, such as funds with limitations on their permitted holdings of stock in individual issuers, may be required to sell the shares of Union Pacific common stock they receive as a result of the first merger. Any such sales of Union Pacific common stock could have the effect of depressing the market price for Union Pacific common stock. Moreover, general fluctuations in stock markets could have a material adverse effect on the market for, or liquidity of, the Union Pacific common stock, regardless of the actual operating performance of the combined company.

Other Risk Factors of Union Pacific and Norfolk Southern

Union Pacific's and Norfolk Southern's businesses are and will be subject to the risks described above. In addition, Union Pacific and Norfolk Southern are, and will continue to be subject to the risks described in Union Pacific's and Norfolk Southern's respective Annual Reports on Form 10-K for the fiscal year ended December 31, 2024, as updated by subsequent Quarterly Reports on Form 10-Q and Current Reports on Form 8-K, all of which are filed with the SEC and incorporated by reference into this joint proxy statement/prospectus. See "*Where You Can Find More Information*" for the location of information incorporated by reference into this joint proxy statement/prospectus.

INFORMATION ABOUT THE PARTIES TO THE TRANSACTION

Union Pacific

Union Pacific Corporation, a Utah corporation, is one of America's most recognized companies and connects 23 states in the western two-thirds of the country by rail, providing a critical link in the global supply chain. Union Pacific's diversified business mix includes bulk, industrial, and premium. Union Pacific serves many of the fastest-growing U.S. population centers, operates from all major West Coast and Gulf Coast ports to eastern gateways, connects with Canada's rail systems, and is the only railroad serving all six major Mexico gateways. Union Pacific provides value to its customers by delivering products in a safe, reliable, fuel-efficient, and environmentally responsible manner. Union Pacific common stock is listed on the NYSE under the ticker symbol "UNP."

Union Pacific's principal executive office is located at 1400 Douglas Street, Omaha, Nebraska 68179, and its telephone number is (402) 544-5000. Its website is located at *www.up.com*. Information contained on Union Pacific's website does not constitute part of this joint proxy statement/prospectus.

Norfolk Southern

Norfolk Southern Corporation, a Virginia corporation, is one of the nation's premier transportation companies, moving goods and materials that help drive the U.S. economy. Norfolk Southern connects customers to markets and communities to economic opportunity with safe, reliable, and cost-effective shipping solutions. Its Norfolk Southern Railway Company subsidiary operates in twenty-two (22) states and the District of Columbia. Norfolk Southern is a major transporter of industrial products, including agriculture, forest and consumer products, chemicals, and metals and construction materials. In addition, in the East, it serves every major container port and operates the most extensive intermodal network. Norfolk Southern is also a principal carrier of coal, automobiles, and automotive parts. Norfolk Southern's stock is publicly traded on the NYSE under the ticker symbol "NSC."

Norfolk Southern's principal executive office is located at 650 West Peachtree Street, NW, Atlanta, Georgia 30308, and its telephone number is (855) 667-3655. Its website is located at *www.norfolksouthern.com*. Information contained on Norfolk Southern's website does not constitute part of this joint proxy statement/prospectus.

Merger Sub 1

Ruby Merger Sub 1 Corporation, a Virginia corporation and a direct, wholly owned subsidiary of Union Pacific, was formed solely for the purpose of facilitating the transactions contemplated by the merger agreement. Merger Sub 1 has not conducted any activities other than those incidental to its formation and the matters contemplated by the merger agreement. At the first effective time, Merger Sub 1 will merge with and into Norfolk Southern, with Norfolk Southern surviving the first merger as a direct, wholly owned subsidiary of Union Pacific. The principal executive offices of Merger Sub 1 are located at 1400 Douglas Street, Omaha, Nebraska 68179. The telephone number at that address is (402) 544-5000.

Merger Sub 2

Ruby Merger Sub 2 LLC, a Virginia limited liability company and a direct, wholly owned subsidiary of Union Pacific, was formed solely for the purpose of facilitating the transactions contemplated by the merger agreement. Merger Sub 2 has not conducted any activities other than those incidental to its formation and the matters contemplated by the merger agreement. Immediately after the first merger, Norfolk Southern will merge with and into Merger Sub 2, with Merger Sub 2 surviving the second merger as a direct, wholly owned subsidiary of Union Pacific. The principal executive offices of Merger Sub 2 are located at 1400 Douglas Street, Omaha, Nebraska 68179. The telephone number at that address is (402) 544-5000.

THE UNION PACIFIC SPECIAL MEETING

Union Pacific is furnishing this joint proxy statement/prospectus to its shareholders in connection with the solicitation of proxies to be voted at the Union Pacific special meeting (or any adjournment or postponement thereof) that Union Pacific has called to consider and vote on the share issuance proposal and the Union Pacific adjournment proposal.

Date, Time, Place, and Purpose of the Union Pacific Special Meeting

Together with this joint proxy statement/prospectus, Union Pacific is also sending Union Pacific shareholders a notice of the Union Pacific special meeting and a form of proxy card that is solicited by the Union Pacific board for use at the Union Pacific special meeting to be held virtually at 8:00 a.m. Central Time, on November 14, 2025 (unless it is adjourned or postponed to a later date), via live audio webcast at *www.virtualshareholdermeeting.com/UNP2025SM*.

Union Pacific is holding the Union Pacific special meeting for the following purposes:

1. to consider and vote on the share issuance proposal; and
2. to consider and vote on the Union Pacific adjournment proposal.

Union Pacific will transact no other business at the Union Pacific special meeting, except for business properly brought before the Union Pacific special meeting or, by, or at the direction of the Union Pacific board of directors, any adjournment or postponement thereof.

Recommendation of the Union Pacific Board

After careful consideration, on July 28, 2025, the Union Pacific board unanimously (i) determined that the merger agreement and the transactions contemplated by the merger agreement, including the mergers and the share issuance, were advisable and in the best interests of Union Pacific and its shareholders and (ii) directed that the share issuance proposal and the Union Pacific adjournment proposal be submitted to the Union Pacific shareholders for approval at the Union Pacific special meeting. The Union Pacific board recommends that Union Pacific shareholders vote "**FOR**" the share issuance proposal and "**FOR**" the Union Pacific adjournment proposal. For a summary of the factors considered by the Union Pacific board in reaching its decision to approve the merger agreement and the consummation of the transactions contemplated by the merger agreement, including the mergers and the share issuance, see "*The Mergers—Union Pacific's Reasons for the Mergers; Recommendation of the Union Pacific Board of Directors*."

Union Pacific Record Date; Outstanding Shares; Shareholders Entitled to Vote

The Union Pacific record date is October 6, 2025. Only holders of Union Pacific common stock as of the close of business on the Union Pacific record date are entitled to notice of, and to vote at, the Union Pacific special meeting, unless a new record date is set in connection with any adjournment or postponement of the Union Pacific special meeting. As of September 26, 2025, the last practicable trading day prior to the date of this joint proxy statement/prospectus, there were 593,123,574 issued and outstanding shares of Union Pacific common stock. Each Union Pacific shareholder entitled to vote at the Union Pacific special meeting is entitled to one (1) vote per share at the Union Pacific special meeting. As of September 26, 2025, the last practicable trading day prior to the date of this joint proxy statement/prospectus, the issued and outstanding Union Pacific common stock was held by approximately 26,043 shareholders of record.

Quorum

The Union Pacific by-laws require that there be a quorum at the Union Pacific special meeting in order for Union Pacific to hold a vote on the share issuance proposal. A quorum at the Union Pacific special meeting is the

presence, in person or represented by proxy, of a majority of the votes entitled to be cast on the matter. An abstention from voting will be deemed present at the Union Pacific special meeting for the purpose of determining the presence of a quorum. Shares of Union Pacific common stock held in "street name" (through a bank, broker, nominee, trustee, or other record holder) with respect to which the beneficial owner fails to give voting instructions to the bank, broker, nominee, trustee, or other record holder, and shares of Union Pacific common stock with respect to which the beneficial owner otherwise fails to vote, will not be deemed present at the Union Pacific special meeting for the purpose of determining the presence of a quorum. Failure of a quorum at the Union Pacific special meeting may result in an adjournment of the Union Pacific special meeting and may subject Union Pacific to additional costs and expenses.

Required Vote

Assuming a quorum is present at the Union Pacific special meeting, approval of the share issuance proposal requires the affirmative vote of the majority of the votes cast and entitled to vote thereon at the Union Pacific special meeting. **Union Pacific cannot complete the share issuance or the mergers unless the share issuance proposal is approved at the Union Pacific special meeting (or at any adjournment or postponement thereof).** For purposes of the share issuance proposal, "votes cast" means votes "**FOR**" or "**AGAINST**." As a result, assuming a quorum is present, abstention from voting on the share issuance proposal, the failure of a Union Pacific shareholder who holds his, her, or its shares in "street name" through a bank, broker, nominee, trustee, or other record holder to give voting instructions to that bank, broker, nominee, trustee, or other record holder, or any other failure of a Union Pacific shareholder to vote, will have no effect on the outcome of the share issuance proposal because these failures to vote are not considered "votes cast."

Whether or not a quorum is present, approval of the Union Pacific adjournment proposal requires the affirmative vote of a majority of the votes cast and entitled to vote thereon at the Union Pacific special meeting. For purposes of the Union Pacific adjournment proposal, "votes cast" means votes "**FOR**" or "**AGAINST**." As a result, abstention from voting on the Union Pacific adjournment proposal, the failure of a Union Pacific shareholder who holds his, her, or its shares in "street name" through a bank, broker, nominee, trustee, or other record holder to give voting instructions to that bank, broker, nominee, trustee, or other record holder, or any other failure of a Union Pacific shareholder to vote, will have no effect on the outcome of the Union Pacific adjournment proposal.

Voting Rights; Proxies; Revocation

Union Pacific shareholders may vote their shares at the Union Pacific special meeting in person or represented by proxy.

Voting at the Special Meeting

The Union Pacific special meeting is being held solely by means of remote communication, and shareholders may not physically attend the meeting. Shareholders of record as of the record date may attend, participate in, vote at, and listen to the Union Pacific special meeting to be held at 8:00 a.m., Central Time, on November 14, 2025 via live audio webcast at *www.virtualshareholdermeeting.com/UNP2025SM* when you enter your sixteen (16)-digit control number included on your proxy card or on the instructions that accompanied your proxy materials. Instructions on how to access the Union Pacific special meeting via the live audio webcast are posted at *www.virtualshareholdermeeting.com/UNP2025SM*. If your shares are held in street name and your voting instruction form indicates that you may vote those shares through the *www.proxyvote.com* website, then you may access, participate in, and vote at the Union Pacific special meeting with the sixteen (16)-digit control number indicated on that voting instruction form. Otherwise, shareholders who hold their shares in street name should contact their bank, broker, nominee, trustee, or other record holder (preferably at least five (5) days before the Union Pacific special meeting) and obtain a "legal proxy" in order to be able to attend, participate in, or vote at the Union Pacific special meeting.

Access to the Union Pacific special meeting will begin approximately fifteen (15) minutes before the scheduled meeting time, and you are encouraged to log on early to test your access. If you have technical problems

accessing the Union Pacific special meeting, you may contact the technical support number that will be posted on the virtual shareholder meeting log-in page.

Voting By Proxy

To vote by proxy, a Union Pacific shareholder may vote through the internet or by telephone or mail as follows:

- **TO VOTE THROUGH THE INTERNET OR BY TELEPHONE.**
  - If you hold shares of Union Pacific common stock directly in your name as a shareholder of record, you may vote through the internet at *www.proxyvote.com* or by telephone by calling 1-800-690-6903. In order to vote your shares through the internet or by telephone, you will need the sixteen (16)-digit control number included on your enclosed proxy card (which is unique to each Union Pacific shareholder to ensure all voting instructions are genuine and to prevent duplicate voting). You may vote through the internet or by telephone, twenty-four (24) hours a day, seven (7) days a week prior to the Union Pacific special meeting. If you choose to submit your proxy through the internet or by telephone, your proxy must be received by 11:59 p.m. Eastern Time on November 13, 2025 in order to be counted at the Union Pacific special meeting.
  - If you hold your shares of Union Pacific common stock in "street name" through a bank, broker, nominee, trustee, or other record holder, you may provide voting instructions through the internet or by telephone only if internet or telephone voting is made available by your bank, broker, nominee, trustee, or other record holder. Please follow the voting instructions provided by your bank, broker, nominee, trustee, or other record holder with these materials.
- **TO VOTE BY MAIL**
  - If you hold shares of Union Pacific common stock directly in your name as a shareholder of record, you may vote by mail by completing, signing, and dating your enclosed proxy card and returning it in the accompanying pre-addressed envelope no later than the close of business on November 13, 2025 in order for your vote to be counted at the Union Pacific special meeting.
  - If you hold your shares of Union Pacific common stock in "street name" through a bank, broker, nominee, trustee, or other record holder, you may vote by mail by completing, signing, and dating the voting instruction form provided by your bank, broker, nominee, trustee, or other record holder and returning it in the accompanying pre-addressed envelope. Your bank, broker, nominee, trustee, or other record holder must receive your voting instruction form in sufficient time to vote your shares at the Union Pacific special meeting.
- **BY PARTICIPANTS IN UNION PACIFIC'S THRIFT AND RETIREMENT PLANS**
  - Participants in the Union Pacific Retirement Plans who hold shares of Union Pacific common stock through the Union Pacific Retirement Plans will receive separate voting instructions. Please note that participants in the Union Pacific Retirement Plans cannot vote the shares of Union Pacific common stock held through the Union Pacific Retirement Plans in person at the Union Pacific special meeting.

Revoking Your Vote

Even if you vote through the internet or by telephone, or you complete and return a proxy card, if you hold shares of Union Pacific common stock directly in your name as a shareholder of record, you may revoke your vote at any time before voting takes place at the Union Pacific special meeting by taking one of the following actions: (i) deliver to the Corporate Secretary of Union Pacific a written notice, dated later than the proxy you want to revoke, stating that the proxy is revoked or (ii) submit new telephone or internet instructions or deliver a validly executed later-dated proxy. For this purpose, communications to the Corporate Secretary of Union Pacific should be addressed to Union Pacific Corporation, 1400 Douglas Street, 19th Floor, Omaha, Nebraska 68179 and must be received before the time that the proxy you wish to revoke is voted at the Union Pacific special meeting.

Please note that if your shares are held in "street name" through a bank, broker, nominee, trustee, or other record holder and you wish to revoke a previously granted proxy, you must contact that entity and submit new voting instructions to such bank, broker, nominee, trustee, or other record holder. You may also revoke your proxy by attending and voting during the Union Pacific special meeting before the polls are closed.

Generally

If you hold your shares of Union Pacific common stock in "street name" through a bank, broker, nominee, trustee, or other record holder, you must instruct your bank, broker, nominee, trustee, or other record holder on how to vote your shares. Your bank, broker, nominee, trustee, or other record holder will vote your shares only if you provide instructions on how to vote by filling out the voting instruction form sent to you by your bank, broker, nominee, trustee, or other record holder with this joint proxy statement/prospectus. Bank, brokers, nominees, trustees, or other record holders who hold shares of Union Pacific common stock in "street name" typically have the authority to vote in their discretion on "routine" proposals when they have not received instructions on how to vote from the beneficial owner. However, banks, brokers, nominees, trustees, or other record holders typically are not allowed to exercise their voting discretion on matters that are "non-routine" without specific instructions on how to vote from the beneficial owner. Under the current rules of the NYSE, the share issuance proposal and the Union Pacific adjournment proposal are non-routine. Therefore, banks, brokers, nominees, trustees, or other record holders do not have discretionary authority to vote on the share issuance proposal or the Union Pacific adjournment proposal.

A broker non-vote with respect to Union Pacific common stock occurs when (i) a share of Union Pacific common stock held by a bank, broker, nominee, trustee, or other record holder is present, in person or represented by proxy, at a meeting of Union Pacific shareholders, (ii) the beneficial owner of that share has not instructed his, her, or its bank, broker, nominee, trustee, or other record holder on how to vote on a particular proposal and (iii) the bank, broker, nominee, trustee, or other record holder does not have discretionary voting power on such proposal. Banks, brokers, nominees, trustees, or other record holders do not have discretionary voting authority with respect to the share issuance proposal or the Union Pacific adjournment proposal; therefore, if a beneficial owner of shares of Union Pacific common stock held in "street name" does not give voting instructions to the bank, broker, nominee, trustee, or other record holder, then those shares will not be present in person or represented by proxy at the Union Pacific special meeting. As a result, there will not be any broker non-votes at the Union Pacific special meeting.

All shares of Union Pacific common stock that are entitled to vote at the Union Pacific special meeting and are represented by properly completed and valid proxy received by the deadlines set forth above and not revoked will be voted at the Union Pacific special meeting in accordance with the instructions indicated in such proxy. If a Union Pacific shareholder signs a proxy card and returns it without giving instructions for voting on any proposal, the shares of Union Pacific common stock represented by that proxy card will be voted "**FOR**" the share issuance proposal and "**FOR**" the Union Pacific adjournment proposal.

Your vote is important, regardless of the number of Union Pacific common stock you own. Please complete, sign, date, and promptly return the enclosed proxy card today or authorize a proxy to vote through the internet or by phone.

Stock Ownership of and Voting by Union Pacific Directors and Executive Officers

As of September 26, 2025, the last practicable trading day prior to the date of this joint proxy statement/prospectus, Union Pacific's directors and executive officers and their affiliates beneficially owned in the aggregate 456,368 shares of Union Pacific common stock entitled to vote at the Union Pacific special meeting, which represents less than 1% of the shares of Union Pacific common stock entitled to vote at the Union Pacific special meeting.

Each of Union Pacific's directors and executive officers is expected, as of the date of this joint proxy statement/prospectus, to vote his, her, or its shares of Union Pacific common stock "**FOR**" the share issuance proposal and "**FOR**" the Union Pacific adjournment proposal, although none of Union Pacific's directors and executive officers have entered into any agreement requiring them to do so.

Solicitation of Proxies; Expenses of Solicitation

The Union Pacific board is soliciting proxies with respect to the share issuance proposal and the Union Pacific adjournment proposal, and Union Pacific will bear the costs and expenses of that solicitation, including the costs of filing, printing, and mailing this joint proxy statement/prospectus. Union Pacific has engaged Sodali & Co to assist in the solicitation of proxies for the Union Pacific special meeting, and Union Pacific has agreed to pay them an estimated fee of $72,700, plus their reasonable out-of-pocket expenses incurred in connection with the solicitation.

In addition to the mailing of the notices and proxy materials, proxies may be solicited by personal interview, telephone, and electronic communication by the directors, officers, and employees of Union Pacific acting without special compensation. Union Pacific also makes arrangements with brokerage houses and other custodians, nominees, and fiduciaries for the forwarding of solicitation material to the street name holders of shares held of record by such individuals, and Union Pacific will reimburse such custodians, nominees, and fiduciaries for reasonable out-of-pocket expenses incurred by them in connection with such solicitation.

THE NORFOLK SOUTHERN SPECIAL MEETING

Norfolk Southern is furnishing this joint proxy statement/prospectus to its shareholders in connection with the solicitation of proxies to be voted at the Norfolk Southern special meeting (or any adjournment or postponement thereof) that Norfolk Southern has called to consider and vote on the merger agreement proposal, the merger-related compensation proposal, and the Norfolk Southern adjournment proposal.

Date, Time, Place, and Purpose of the Norfolk Southern Special Meeting

Together with this joint proxy statement/prospectus, Norfolk Southern is also sending Norfolk Southern shareholders a notice of the Norfolk Southern special meeting and a form of proxy card that is solicited by the Norfolk Southern board for use at the Norfolk Southern special meeting to be held virtually at 9:00 a.m., Eastern Time, on November 14, 2025 (unless it is adjourned or postponed to a later date), via live audio webcast at *www.virtualshareholdermeeting.com/NSC2025SM*.

Norfolk Southern is holding the Norfolk Southern special meeting for the following purposes:

- to consider and vote on the merger agreement proposal;
- to consider and vote on the merger-related compensation proposal; and
- to consider and vote on the Norfolk Southern adjournment proposal.

Norfolk Southern will transact no other business at the Norfolk Southern special meeting, except for business properly brought before the Norfolk Southern special meeting or, by, or at the direction of the Norfolk Southern board of directors, any adjournment or postponement thereof.

Recommendation of the Norfolk Southern Board

After careful consideration, on July 28, 2025, the Norfolk Southern board unanimously (i) determined that it is in the best interests of Norfolk Southern and its shareholders, and declared it advisable, to enter into the merger agreement, (ii) approved the execution, delivery, and performance of the merger agreement and the consummation of the transactions contemplated by the merger agreement, including the mergers, (iii) adopted the merger agreement, and (iv) directed that the merger agreement proposal, the merger-related compensation proposal, and the Norfolk Southern adjournment proposal be submitted to the Norfolk Southern shareholders for approval at the Norfolk Southern special meeting. The Norfolk Southern board recommends that Norfolk Southern shareholders vote "**FOR**" the merger agreement proposal, "**FOR**" the merger-related compensation proposal, and "**FOR**" the Norfolk Southern adjournment proposal. For a summary of the factors considered by the Norfolk Southern board in reaching its decision to approve the merger agreement and the consummation of the transactions contemplated by the merger agreement, including the mergers, see "*The Mergers—Norfolk Southern Board's Recommendations and Its Reasons for the Transaction*."

Norfolk Southern Record Date; Outstanding Shares; Shareholders Entitled to Vote

The Norfolk Southern record date is October 6, 2025. Only holders of record of Norfolk Southern common stock as of the close of business on the Norfolk Southern record date are entitled to notice of, and to vote at, the Norfolk Southern special meeting, unless a new record date is set in connection with any adjournment or postponement of the Norfolk Southern special meeting. As of September 26, 2025, the last practicable trading day prior to the date of this joint proxy statement/prospectus, there were 244,708,449 issued and outstanding shares of Norfolk Southern common stock. At the Norfolk Southern special meeting, each Norfolk Southern shareholder entitled to vote at the Norfolk Southern special meeting is entitled to one (1) vote per share of Norfolk Southern common stock held by such shareholder. As of September 26, 2025, the last practicable trading day prior to the date of this joint proxy statement/prospectus, the issued and outstanding Norfolk Southern common stock was held by approximately 17,230 shareholders of record.

Quorum

The Norfolk Southern bylaws require that there be a quorum at the Norfolk Southern special meeting in order for Norfolk Southern to hold a vote on the merger agreement proposal or the merger-related compensation proposal. A quorum at the Norfolk Southern special meeting is the presence, in person, or represented by proxy, of a majority of the shares of Norfolk Southern common stock entitled to vote at the Norfolk Southern special meeting. An abstention from voting will be deemed present at the Norfolk Southern special meeting for the purpose of determining the presence of a quorum. Shares of Norfolk Southern common stock held in "street name" through a bank, broker, nominee, trustee, or other record holder with respect to which the beneficial owner fails to give voting instructions to the bank, broker, nominee, trustee, or other record holder, and shares of Norfolk Southern common stock with respect to which the beneficial owner otherwise fails to vote, will not be deemed present at the Norfolk Southern special meeting for the purpose of determining the presence of a quorum. Failure of a quorum at the Norfolk Southern special meeting may result in an adjournment of the Norfolk Southern special meeting and may subject Norfolk Southern to additional costs and expenses.

Required Vote

Assuming a quorum is present at the Norfolk Southern special meeting, approval of the merger agreement proposal requires the affirmative vote of the holders of a majority of the votes cast and entitled to vote thereon at the Norfolk Southern special meeting. **Approval of the merger agreement proposal is required to complete the transactions contemplated by the merger agreement.** For purposes of the merger agreement proposal, "votes cast" means votes "**FOR**" or "**AGAINST**." As a result, assuming a quorum is present, abstention from voting on the merger agreement proposal, the failure of a Norfolk Southern shareholder who holds his, her, or its shares in "street name" through a bank, broker, nominee, trustee, or other record holder to give voting instructions to that bank, broker, nominee, trustee, or other record holder, or any other failure of a Norfolk Southern shareholder to vote, will have no effect on the outcome of the merger agreement proposal because these failures to vote are not considered "votes cast."

Assuming a quorum is present at the Norfolk Southern special meeting, approval of the merger-related compensation proposal requires the affirmative vote of the majority of the votes cast and entitled to vote thereon at the Norfolk Southern special meeting. For purposes of the merger-related compensation proposal, "votes cast" means votes "**FOR**" or "**AGAINST**." As a result, assuming a quorum is present, abstention from voting on the merger-related compensation proposal, the failure of a Norfolk Southern shareholder who holds his, her, or its shares in "street name" through a bank, broker, nominee, trustee, or other record holder to give voting instructions to that bank, broker, nominee, trustee, or other record holder, or any other failure of a Norfolk Southern shareholder to vote, will have no effect on the outcome of the merger-related compensation proposal because these failures to vote are not considered "votes cast."

Whether or not a quorum is present, approval of the Norfolk Southern adjournment proposal requires the affirmative vote of a majority of the votes cast and entitled to vote thereon at the Norfolk Southern special meeting. For purposes of the Norfolk Southern adjournment proposal, "votes cast" means votes "**FOR**" or "**AGAINST**." As a result, whether or not a quorum is present, abstention from voting on the Norfolk Southern adjournment proposal, the failure of a Norfolk Southern shareholder who holds his, her, or its shares in "street name" through a bank, broker, nominee, trustee, or other record holder to give voting instructions to that bank, broker, nominee, trustee, or other record holder, or any other failure of a Norfolk Southern shareholder to vote, will have no effect on the outcome of the Norfolk Southern adjournment proposal.

Voting Rights; Proxies; Revocation

Norfolk Southern shareholders may vote their shares at the Norfolk Southern special meeting virtually or represented by proxy.

Voting By Proxy

To vote by proxy, a Norfolk Southern shareholder may vote through the internet or by telephone or mail as follows:

- **TO VOTE THROUGH THE INTERNET OR BY TELEPHONE**.
  - If you hold shares of Norfolk Southern common stock directly in your name as a shareholder of record, you may vote through the internet at www.proxyvote.com until 11:59 p.m., Eastern Time on November 13, or by telephone by calling 1-800-690-6903 until 11:59 p.m., Eastern Time, on November 13, 2025. In order to vote your shares through the internet or by telephone, you will need the control number on your enclosed proxy card (which is unique to each Norfolk Southern shareholder to ensure all voting instructions are genuine and to prevent duplicate voting). If you choose to submit your proxy through the internet or by telephone, your proxy must be received by 11:59 p.m., Eastern Time, on November 13, 2025 in order to be counted at the Norfolk Southern special meeting. You may also vote during the Norfolk Southern special meeting through the internet at *www.virtualshareholdermeeting.com/NSC2025SM* before the closing of the polls at the meeting.
  - If you hold your shares of Norfolk Southern common stock in "street name" through a bank, broker, nominee, trustee, or other record holder, please contact such entity for instructions on how to vote your shares of Norfolk Southern common stock at the Norfolk Southern special meeting. Please follow the voting instructions provided by your bank, broker, nominee, trustee, or other record holder with these materials.
- **TO VOTE BY MAIL**.
  - If you hold shares of Norfolk Southern common stock directly in your name as a shareholder of record, you may vote by mail by completing, signing, and dating your enclosed proxy card and returning it using the postage-paid envelope provided, or mailing it to 51 Mercedes Way, Edgewood, New York 11717. Your proxy card must be received no later than the close of business on November 13, 2025, in order for your vote to be counted at the Norfolk Southern special meeting.
  - If you hold shares of Norfolk Southern in "street name" through a bank, broker, nominee, trustee, or other record holder, please contact such entity for instructions on how to vote your shares of Norfolk Southern common stock at the Norfolk Southern special meeting. Please follow the voting instructions provided by your bank, broker, nominee, trustee, or other record holder with these materials.

Revoking Your Vote

Even if you vote through the internet or by telephone, or you complete and return a proxy card, if you hold shares of Norfolk Southern common stock directly in your name as a shareholder of record, you may revoke your vote at any time before the closing of the polls at the Norfolk Southern special meeting by taking one of the following actions:

- giving written notice of revocation to Norfolk Southern's Corporate Secretary at Norfolk Southern Corporation, 650 West Peachtree Street, NW, Atlanta, Georgia 30308, which must be received before the time that the proxy you wish to revoke is voted at the Norfolk Southern special meeting;
- submitting new voting instructions over the telephone or the internet by 11:59 p.m., Eastern Time, on November 13, 2025;
- delivering a new, validly completed, later-dated proxy card by mail that is received no later than the close of business on November 13, 2025; or
- joining the Norfolk Southern special meeting and voting virtually during the meeting.

If you hold your shares in "street name" through a bank, broker, nominee, trustee, or other record holder, you must contact your bank, broker, nominee, trustee, or other record holder to change your vote or obtain a written legal proxy to vote your shares if you wish to cast your vote in person at the Norfolk Southern special meeting.

Generally

If your shares are held in "street name" in a stock brokerage account or by a bank, broker, nominee, trustee, or other record holder, you must provide the record holder of your shares with instructions on how to vote your shares. Please follow the voting instructions provided by your bank, broker, nominee, trustee, or other record holder. Please note that you may not vote shares held in street name by returning a proxy card or voting instruction form directly to Norfolk Southern. Your bank, broker, nominee, trustee, or other record holder is obligated to provide you with a voting instruction form for you to use.

Applicable stock exchange rules permit brokers to vote their customers' stock held in street name on routine matters when the brokers have not received voting instructions from their customers. Those rules do not, however, allow brokers to vote their customers' stock held in street name on non-routine matters unless they have received voting instructions from their customers. In such cases, the uninstructed shares for which the broker is unable to vote are called broker non-votes. It is expected that all proposals to be voted on at the Norfolk Southern special meeting are non-routine matters on which brokers are not allowed to vote unless they have received voting instructions from their customers.

If you are a Norfolk Southern "street name" shareholder and you do not instruct your bank, broker, nominee, trustee, or other record holder on how to vote your shares:

- your bank, broker, nominee, trustee, or other record holder may not vote your shares on the merger agreement proposal, which broker non-votes will have no effect on the vote for this proposal (assuming a quorum is present);
- your bank, broker, nominee, trustee, or other record holder may not vote your shares on the merger-related compensation proposal, which broker non-votes will have no effect on the vote for this proposal (assuming a quorum is present); and
- your bank, broker, nominee, trustee, or other record holder may not vote your shares on the Norfolk Southern adjournment proposal, which broker non-votes will have no effect on the vote for this proposal (whether or not a quorum is present).

All shares of Norfolk Southern common stock that are entitled to vote at the Norfolk Southern special meeting and are represented by properly completed and valid proxy received by the deadlines set forth above and not revoked will be voted at the Norfolk Southern special meeting in accordance with the instructions indicated in such proxy. If a Norfolk Southern shareholder signs a proxy card and returns it without giving instructions for voting on any proposal, the shares of Norfolk Southern common stock represented by that proxy card will be voted "**FOR**" the merger agreement proposal, "**FOR**" the merger-related compensation proposal, and "**FOR**" the Norfolk Southern adjournment proposal.

Your vote is important, regardless of the number of shares of Norfolk Southern common stock you own. Please complete, sign, date, and promptly return the enclosed proxy card today or authorize a proxy to vote through the internet or by phone.

Stock Ownership of and Voting by Norfolk Southern Directors and Executive Officers

As of September 26, 2025, the last practicable trading day prior to the date of this joint proxy statement/prospectus, Norfolk Southern's directors and executive officers and their affiliates beneficially owned in the aggregate 57,285 shares of Norfolk Southern common stock entitled to vote at the Norfolk Southern special meeting, which represents less than 1% of the shares of Norfolk Southern common stock entitled to vote at the Norfolk Southern special meeting.

Each of Norfolk Southern's directors and executive officers is expected, as of the date of this joint proxy statement/prospectus, to vote his, her, or its shares of Norfolk Southern common stock "**FOR**" the merger agreement proposal, "**FOR**" the merger-related compensation proposal, and "**FOR**" the Norfolk Southern adjournment proposal, although none of Norfolk Southern's directors and executive officers have entered into any agreement requiring them to do so.

Solicitation of Proxies; Expenses of Solicitation

The Norfolk Southern board is soliciting proxies with respect to the merger agreement proposal, the merger-related compensation proposal, and the Norfolk Southern adjournment proposal, and Norfolk Southern will bear the costs and expenses of that solicitation. Norfolk Southern has engaged Innisfree M&A Incorporated to assist in the solicitation of proxies for the Norfolk Southern special meeting, and Norfolk Southern has agreed to pay them an estimated fee of up to $250,000 plus their reasonable out-of-pocket expenses incurred in connection with the solicitation.

In addition to solicitation by mail, directors, officers, and employees of Norfolk Southern or its subsidiaries may solicit proxies from shareholders by telephone, telegram, email, personal interview, or other means. Norfolk Southern currently expects not to incur any costs beyond those customarily expended for a solicitation of proxies in connection with approval of the merger agreement proposal, the merger-related compensation proposal, and the Norfolk Southern adjournment proposal. Directors, officers and employees of Norfolk Southern will not receive additional compensation for their solicitation activities, but may be reimbursed for reasonable out-of-pocket expenses incurred by them in connection with the solicitation. Brokers, dealers, commercial banks, trust companies, fiduciaries, custodians, and other nominees have been requested to forward proxy solicitation materials to their customers, and such nominees will be reimbursed for their reasonable out-of-pocket expenses.

THE MERGERS

The following discussion contains certain information about the mergers. The discussion is subject, and qualified in its entirety by reference, to the merger agreement attached as Annex A to this joint proxy statement/prospectus and incorporated herein by reference. We urge you to read carefully this entire joint proxy statement/prospectus, including the merger agreement attached as Annex A, for a more complete understanding of the mergers.

Terms of the Mergers

The Union Pacific board and the Norfolk Southern board have each unanimously approved or adopted, as applicable, the merger agreement. Under the merger agreement, (i) Merger Sub 1 will be merged with and into Norfolk Southern with Norfolk Southern surviving such merger as a direct, wholly owned subsidiary of Union Pacific, and (ii) immediately thereafter, Norfolk Southern will merge with and into Merger Sub 2, with Merger Sub 2 surviving as a direct, wholly owned subsidiary of Union Pacific.

At the effective time of the first merger, each share of Norfolk Southern common stock issued and outstanding immediately prior to the effective time of the first merger, except for shares held by Union Pacific or Norfolk Southern, or their direct or indirect subsidiaries (other than, with respect to shares held by Union Pacific, Norfolk Southern, Merger Sub 1, or Merger Sub 2, shares held on behalf of third parties), will be converted into the right to receive the merger consideration.

Each holder of shares of Norfolk Southern common stock will be entitled to receive as merger consideration for each share of Norfolk Southern common stock held by such holder:

(i) one (1) validly issued, fully paid, and nonassessable share of Union Pacific common stock; and

(ii) cash consideration of $88.82, without interest.

No fractional shares of Union Pacific common stock will be issued in connection with the first merger, and Norfolk Southern shareholders will receive cash in lieu of any fractional shares of Union Pacific common stock to which they otherwise would have been entitled.

As a result of the foregoing, based on the number of shares and stock-based awards of Union Pacific and Norfolk Southern outstanding as of September 26, 2025, the last practicable trading day before the date of the joint proxy statement/prospectus, it is expected that Union Pacific shareholders will hold approximately 73%, and Norfolk Southern shareholders will hold approximately 27%, of the fully diluted shares of the combined company immediately after the mergers.

Union Pacific shareholders are being asked to approve, among other things, the issuance of Union Pacific stock in connection with the first merger and Norfolk Southern shareholders are being asked to approve, among other things, the merger agreement. See "*The Merger Agreement*" for additional and more detailed information regarding the legal documents that govern the mergers, including information about conditions to the completion of the mergers and provisions for terminating or amending the merger agreement.

Background of the Mergers

Each of the Norfolk Southern board and management and the Union Pacific board and management regularly review and assess Norfolk Southern's and Union Pacific's respective performance, strategy, financial position, opportunities and risks in light of business and economic conditions, as well as developments in the railroad industry and the regulatory environment, and across a range of scenarios and potential future industry developments. These regular reviews have, at the direction of the Norfolk Southern board and the Union Pacific board, respectively, included evaluation of their current business plans and the potential risks and benefits of maintaining the status quo and continuing to execute on their respective standalone plans, as well as a range of strategic and operating alternatives.

On December 12-13, 2024, the Union Pacific board held a regularly scheduled meeting. After the first day of meetings had adjourned for the day, at a Union Pacific board dinner meeting attended only by directors, V. James Vena, the Chief Executive Officer of Union Pacific, and board members spoke about opportunities to grow the railroad. He discussed one of those growth possibilities would be through a merger with another railroad to create a transcontinental railroad and enhance value for Union Pacific shareholders.

From time to time, senior executives of Norfolk Southern have had informal conversations with senior executives of other railroad companies and other railroad industry participants regarding industry developments, economic, and market conditions and potential strategic transactions. Mark R. George, the President and Chief Executive Officer of Norfolk Southern, contacted Mr. Vena, on December 18, 2024, and Messrs. George and Vena, discussed at a high level, among other topics, the potential benefits of creating a transcontinental railroad, the current industry, and regulatory environment and whether the timing was right to explore such a transaction.

On January 28, 2025, the Norfolk Southern board held a regularly scheduled meeting. During the executive session of the meeting, Mr. George spoke about the growing possibility of a transcontinental type of merger and proposed that the Norfolk Southern board discuss this along with other railroad industry trends and developments. As part of this discussion, Mr. George discussed the potential benefits and drawbacks of creating a transcontinental railroad. After discussion, it was agreed that the Norfolk Southern board would continue to evaluate the potential benefits and drawbacks of a transcontinental railroad as part of its ongoing review of industry trends.

Following his conversation with Mr. George, Mr. Vena discussed with Michael R. McCarthy, Chairman of the Union Pacific board, the potential benefits of creating a transcontinental railroad and the possibility of achieving those benefits by acquiring Norfolk Southern or another railroad counterparty, including Party A (as defined below). Messrs. Vena and McCarthy continued to consult regularly regarding these topics throughout the next several weeks.

In February 2025, Union Pacific began engaging with Morgan Stanley and Wells Fargo, as potential financial advisors with respect to a potential acquisition.

On March 18, 2025, Messrs. George and Vena attended a meeting of the Association of American Railroads in Washington, D.C. While in Washington, D.C., Messrs. George and Vena again discussed at a high level, among other topics, the possibility of creating a transcontinental railroad and whether the timing was right to explore such a transaction.

On March 24, 2025, the Norfolk Southern board held a regularly scheduled meeting during which the Norfolk Southern board further discussed industry trends and developments and various strategic options, including the potential benefits and drawbacks of industry consolidation, including a potential transaction to form a transcontinental railroad.

On April 1, 2025, Mr. Vena contacted Mr. George to discuss the possibility of scheduling a meeting to begin exploring on a preliminary basis a potential transaction between Norfolk Southern and Union Pacific.

Following Mr. Vena's meeting with Mr. George, Union Pacific began engaging with Skadden, Arps, Slate, Meagher & Flom LLP (which is referred to as Skadden) as legal counsel and Covington & Burling LLP (which is referred to as Covington) as regulatory counsel with respect to a potential acquisition.

On April 15, 2025, Mr. Vena met with the Union Pacific board related to the possibility of scheduling a meeting with Mr. George and discussed preliminarily exploring a potential transaction between Norfolk Southern and Union Pacific, including regulatory considerations, the strategic benefits and risks of an acquisition versus continuing to operate as a standalone company, as well as the potential value creation for Union Pacific shareholders.

Mr. George informed the then-current Chairman of the Norfolk Southern board of his discussion with Mr. Vena, and on April 22, 2025, Mr. George updated the full Norfolk Southern board on the outreach from Mr. Vena. The Norfolk Southern board expressed its support for Mr. George and other members of management attending a meeting with Mr. Vena and other members of Union Pacific management in order to begin to explore on a preliminary basis the possibility of a merger between Norfolk Southern and Union Pacific.

On April 29, 2025, Mr. George indicated to Mr. Vena that he was amenable to meeting to discuss a potential transaction further. Messrs. George and Vena agreed to meet on May 15, 2025, together with a small number of representatives from their respective management teams, subject to support for the meeting from the Union Pacific board.

Thereafter, Mr. George informed the then-current Chairman of the Norfolk Southern board of the details of the proposed upcoming discussion.

On May 8, 2025, the Norfolk Southern board held a regularly scheduled meeting. During the meeting, the Norfolk Southern board discussed Mr. George's expected upcoming meeting with Mr. Vena and other members of Union Pacific senior management, the potential benefits and risks of a merger with Union Pacific as compared to other strategic alternatives, including continuing to operate as a standalone company, and the current industry and regulatory environment.

On the same day, the Union Pacific board held a regularly scheduled meeting, which was also attended by representatives of Union Pacific senior management. Mr. Vena discussed preliminary observations regarding a potential acquisition of Norfolk Southern and reported on his preliminary discussion with Mr. George on April 29, 2025, as well as a follow up discussion with the Union Pacific and Norfolk Southern senior management teams scheduled for May 15, 2025, should the Union Pacific board authorize such further discussions. In addition, Mr. Vena and Union Pacific senior management provided an update on Union Pacific's engagement of advisors to support a potential acquisition of Norfolk Southern, including Morgan Stanley and Wells Fargo as financial advisors, Skadden, and Covington. The Union Pacific board expressed support for further discussions with Norfolk Southern, including the proposed meeting on May 15, 2025, and authorized Union Pacific senior management to preliminarily explore a potential acquisition of Norfolk Southern, including regulatory considerations, the strategic benefits and risks of an acquisition versus continuing to operate as a standalone company, as well as the potential value creation for Union Pacific shareholders. The Union Pacific board also requested regular updates from Mr. Vena and Union Pacific senior management relating to the potential acquisition of Norfolk Southern.

On May 14, 2025, Mr. Vena met with a representative of one of Norfolk Southern's shareholders at the shareholder's request. Mr. Vena listened to the shareholder's views and opinions regarding the Norfolk Southern business. Mr. Vena did not disclose or indicate that Union Pacific was contemplating a potential acquisition of Norfolk Southern.

On May 15, 2025, Mr. George, Jason Morris, Senior Vice President & Chief Legal Officer of Norfolk Southern, and Michael McClellan, Senior Vice President & Chief Strategy Officer of Norfolk Southern, met with Mr. Vena, Jennifer L. Hamann, Executive Vice President and Chief Financial Officer of Union Pacific, and Todd M. Rynaski, Senior Vice President, Strategy of Union Pacific. At the meeting, the representatives of Union Pacific expressed Union Pacific's interest in exploring a potential transaction between the two companies, and the potential strategic benefits of pursuing such a transaction, including potential synergies that could be achieved in a combination. The Union Pacific representatives indicated that Union Pacific had done preliminary work, including with financial advisors and outside legal counsel, to explore the potential transaction prior to the meeting based on publicly available information, and was prepared to move expeditiously to pursue a potential combination of the two companies. Mr. Vena indicated that Union Pacific considered Norfolk Southern to be its optimal transaction counterparty.

After discussion, Messrs. Vena and George agreed as a next step that each would update his respective board and that the parties would execute a mutual confidentiality agreement in order to facilitate the exchange of non-public information by both parties so that they could further explore whether a potential transaction would be in the best interests of both companies and their respective shareholders and other constituencies.

On May 16, 2025, Mr. Morris and Christina B. Conlin, Executive Vice President, Chief Legal Officer, and Corporate Secretary of Union Pacific, began regular communications to discuss key focus areas for regulatory analysis and legal due diligence in connection with a potential transaction, and a workplan for progressing these workstreams.

On May 19, 2025, Mr. Vena and Union Pacific senior management provided an overview and discussion with the Union Pacific board of a potential acquisition of Norfolk Southern, and an update regarding the meeting with representatives of Norfolk Southern on May 15, 2025.

On May 19, 2025, Norfolk Southern and Union Pacific entered into a mutual confidentiality agreement. Thereafter, Messrs. McClellan and Morris met with Mr. Rynaski, and other representatives of Union Pacific and began regular communications to discuss key focus areas for due diligence in connection with a potential transaction, and a workplan for progressing these workstreams.

On May 20, 2025, Mr. George updated the Norfolk Southern board on the meeting with representatives of Union Pacific on May 15, 2025, and the execution of a confidentiality agreement to facilitate exploratory due diligence between the parties.

On May 21, 2025, Messrs. Morris and McClellan and other representatives of Norfolk Southern met with Ms. Conlin, Mr. Rynaski and other representatives of Union Pacific to discuss initial financial analysis related to a potential transaction, including potential synergies and dis-synergies from a combination, and to arrange for the exchange of due diligence information. Following this meeting and through the time of the execution of the merger agreement, members of this group, along with Jason Zampi, Executive Vice President & Chief Financial Officer of Norfolk Southern, Ms. Hamann, and other representatives of Norfolk Southern and Union Pacific continued to meet to discuss financial analysis and due diligence matters related to the potential transaction.

On May 22, 2025, Mr. George called the members of the Norfolk Southern board to provide an update on the exploratory discussions between Norfolk Southern's and Union Pacific's respective management teams, and answer questions. The members of the Norfolk Southern board expressed support for continuing to explore further the benefits and risks of a potential merger as compared to the company's available alternatives, including its standalone plan, so that the Norfolk Southern board could make an informed decision on whether to ultimately pursue a transaction.

Also on May 22, 2025, Messrs. George and Vena had a call during which Mr. Vena indicated that Union Pacific would submit to Norfolk Southern a preliminary, non-binding indication of interest for a transaction after the preliminary financial due diligence workstreams were completed. In response to a query from Mr. George, Mr. Vena indicated to Mr. George that Norfolk Southern was Union Pacific's optimal transaction counterparty and that Union Pacific was not discussing a potential merger with any other counterparty; however, if Norfolk Southern was ultimately not interested in pursuing a transaction then Union Pacific would consider initiating outreach to other potential transaction counterparties.

On May 30, 2025, the Norfolk Southern board had a call to receive an update from Mr. George and representatives of Norfolk Southern senior management on their continued discussions with representatives of Union Pacific. Members of the Norfolk Southern board continued to discuss the potential benefits and drawbacks of a potential transaction as compared to Norfolk Southern's strategic alternatives, including executing on its standalone plan, considerations with respect to the possibility of Union Pacific pursuing a similar transaction with another counterparty, the possibility of Norfolk Southern pursuing a similar transaction with another counterparty, and regulatory analysis of a potential transaction. The Norfolk Southern board authorized

management to continue exploring a potential transaction with Union Pacific. Also at the meeting, the Norfolk Southern board agreed that BofA should be retained as Norfolk Southern's financial advisor in reviewing the potential transaction.

On June 3, 2025, Mr. Vena and members of senior management provided the Union Pacific board with a review regarding recent discussions with members of Norfolk Southern senior management with respect to a potential acquisition, including a preliminary overview of revenue and cost synergies and certain diligence conducted to-date.

On June 4, 2025, Messrs. Morris, McClellan, and Rynaski and Ms. Conlin, together with additional representatives of Norfolk Southern and Union Pacific as well as representatives of Sidley Austin LLP, regulatory counsel to Norfolk Southern (which is referred to as Sidley), and Covington, met to discuss the regulatory analysis with respect to the potential transaction. From this date through the execution of the merger agreement, representatives of Sidley and Covington, together with representatives of Norfolk Southern and Union Pacific, met regularly to further discuss these topics.

On June 9, 2025, the Union Pacific board held an update meeting, which was also attended by representatives of Union Pacific senior management. Representatives of Skadden were present at the meeting by invitation of the Union Pacific board. Ms. Conlin and representatives of Skadden discussed the Union Pacific directors' fiduciary duties and the relevant corporate and shareholder approvals necessary, in each case, in the context of considering a potential acquisition of Norfolk Southern and materials prepared by Covington with respect to the regulatory approval process and illustrative timeline for a potential acquisition of Norfolk Southern and the risks of obtaining such approval.

On June 10, 2025, Messrs. Rynaski and McClellan and representatives of Union Pacific and Norfolk Southern, attended a dinner meeting and discussed preliminary considerations of a potential transaction including maintaining a presence in Atlanta, employee retention, communications strategy, and potential synergies.

On June 12, 2025, the Norfolk Southern board held a meeting. Representatives of Wachtell, Lipton, Rosen & Katz, legal counsel to Norfolk Southern (which is referred to as Wachtell Lipton), were present at the meeting by invitation of the Norfolk Southern board. Messrs. George and Morris provided the Norfolk Southern board with an update on the status of their exploratory discussions with Union Pacific regarding a potential merger, and Mr. Zampi provided an overview of preliminary financial considerations in respect of a potential merger with Union Pacific. Representatives of Wachtell Lipton reviewed the Norfolk Southern board's fiduciary duties in connection with exploring a potential merger with Union Pacific. The Norfolk Southern board discussed the potential benefits and risks of pursuing a merger with Union Pacific, the timing of a potential transaction, the potential merger with Union Pacific as compared to other strategic alternatives available to Norfolk Southern, including maintaining the status quo as an independent company, the risks to Norfolk Southern of Union Pacific pursuing a similar merger transaction with another counterparty, and the prospects of Norfolk Southern pursuing another business combination transaction with another counterparty, as well as potential valuations for Norfolk Southern in a potential transaction, regulatory analysis, and the likelihood of consummation of a potential transaction.

On June 12, 2025, Mr. Vena spoke with Mr. George and indicated that the Union Pacific board was scheduled to meet in the coming days and that, thereafter, Mr. Vena expected that Union Pacific would be in position to deliver a preliminary, non-binding indication of interest to Norfolk Southern.

On June 16, 2025, the Union Pacific board held a meeting, which was also attended by representatives of Union Pacific senior management. Representatives of Morgan Stanley, Wells Fargo, Skadden, and Covington were present at the meeting by invitation of the Union Pacific board. Union Pacific senior management provided observations regarding the respective views of Union Pacific and Norfolk Southern relating to preliminary estimates of synergies in connection with the potential acquisition of Norfolk Southern. Union Pacific senior

management also reviewed certain financial, operating, and share price metrics relating to Union Pacific and Norfolk Southern. Representatives of Morgan Stanley and Wells Fargo then joined the meeting to discuss preliminary valuation and transaction structure considerations relating to a potential acquisition of Norfolk Southern. Representatives of Morgan Stanley disclosed certain information relating to its prior relationships with Norfolk Southern. Also, during the meeting, Union Pacific legal counsel reviewed with the Union Pacific board the directors' fiduciary duties in connection with a potential acquisition of Norfolk Southern. In keeping with the meeting's planned agenda, the Union Pacific board made no decision or recommendation regarding whether or not to make a preliminary, non-binding indication of interest to Norfolk Southern following the discussion, and Messrs. McCarthy and Vena explained that Union Pacific senior management expected to hold a scheduled follow-up meeting of the Union Pacific board on June 20, 2025, to present to the Union Pacific board for its consideration proposed terms of a preliminary, non-binding indication of interest that may be transmitted to Norfolk Southern.

On June 20, 2025, the Union Pacific board held a meeting, which was also attended by representatives of Union Pacific senior management. Representatives of Skadden were present at the meeting by invitation of the Union Pacific board, with representatives of Morgan Stanley and Wells Fargo available to join for director questions. Union Pacific senior management provided an overview and update on the status of discussions with Norfolk Southern regarding a potential acquisition. Mr. Vena indicated that Union Pacific management and its advisors had devoted substantial additional time and effort to analyzing the potential acquisition of Norfolk Southern, including regulatory considerations, the strategic benefits and risks of an acquisition versus continuing to operate as a standalone company, as well as the potential value creation for Union Pacific shareholders, and the proposed terms of a preliminary, non-binding indication of interest. Ms. Conlin discussed the directors' fiduciary duties under Utah law in the context of considering a potential acquisition of Norfolk Southern and other legal matters. Union Pacific senior management then discussed preliminary views regarding the substantial synergy opportunities related to revenue, growth and cost savings, as well as the projected timing for achieving such synergies. Union Pacific senior management then presented for the Union Pacific board's consideration the proposed terms of a preliminary, non-binding indication of interest, providing for, among other things, an all-stock, fixed exchange ratio acquisition whereby Norfolk Southern shareholders would receive 1.261 shares of Union Pacific common stock per share of Norfolk Southern common stock, representing an implied value of $280 per share of Norfolk Southern common stock based on Union Pacific's closing price on June 18, 2025, representing an 11% premium as compared to Norfolk Southern's closing price on June 18, 2025. After discussion, the Union Pacific board authorized submission of a preliminary, non-binding indication of interest based upon the terms outlined and presented in the meeting and authorized negotiations with Norfolk Southern within specified parameters.

Later that day, Mr. Vena called Mr. George to convey, on behalf of the Union Pacific board, a preliminary, non-binding indication of interest, which proposal was subsequently confirmed in writing (which is referred to as the June Proposal). The June Proposal also stated that Union Pacific would welcome the opportunity to discuss the possibility of certain members of Norfolk Southern's board joining the combined company's board of directors.

Additionally, on June 20, 2025, Union Pacific and Norfolk Southern executed a clean team agreement to facilitate the sharing of certain non-public information.

On June 21, 2025, Mr. George called Mr. Vena to convey that, based on the Norfolk Southern board's discussions to date regarding the potential transaction and independent financial analysis reviewed with BofA, Mr. George did not expect the June Proposal would be of interest to the Norfolk Southern board. Mr. George conveyed that although the Norfolk Southern board was open to further exploring a potential transaction, any such transaction would need to appropriately value Norfolk Southern. In particular, Mr. George highlighted that the per-share value implied by the June Proposal was inadequate and also that the June Proposal lacked specificity on other key transaction points. Mr. George also told Mr. Vena that the Norfolk Southern board was focused on maximizing the aggregate value of the merger consideration for Norfolk Southern's shareholders and would be open to discussing a mix of cash and stock consideration instead of an all-stock merger transaction if

that would enable Union Pacific to offer a higher purchase price. After discussion, Messrs. George and Vena agreed that Union Pacific would conduct further due diligence in order to identify additional areas of value so that Union Pacific could submit a revised non-binding indication of interest.

On June 24, 2025, Messrs. Zampi and McClellan met with Ms. Hamann and Mr. Rynaski to discuss the assumptions underlying the June Proposal, the consideration mix and other items relating to the June Proposal.

On June 26, 2025, Mr. Vena called Mr. George to discuss progress since their call on June 21, 2025, to discuss the June Proposal. Mr. George reiterated his view that the June Proposal was not likely to be of interest to the Norfolk Southern board and his expectation that Union Pacific would need to substantially increase its proposed offer price for the Norfolk Southern board to consider a proposal more seriously. Mr. Vena, as authorized by the Union Pacific board, suggested that the companies' respective financial advisors and other representatives of management continue to meet in order to discuss perspectives on the appropriate valuation for a potential transaction.

On June 27, 2025, the Norfolk Southern board held a meeting. Representatives of BofA, Wachtell Lipton, and Sidley were present at the meeting by invitation of the Norfolk Southern board. Mr. Zampi reviewed Norfolk Southern's standalone plan. Members of the Norfolk Southern board and management discussed the standalone plan, potential risks and opportunities reflected in the plan, and the potential impact on the standalone plan that would result from either (i) a transcontinental merger of Union Pacific with another counterparty or (ii) a transcontinental merger of Norfolk Southern with a counterparty other than Union Pacific. The Norfolk Southern board also discussed industry trends and the difficulty Norfolk Southern and the industry has had, and risked continuing to have, in achieving significant growth on a standalone basis, including due to lower volumes because of truck market penetration, and the potential for a transcontinental merger to break through these challenges. Mr. George provided an update on discussions with Union Pacific, including the June Proposal, and management's perspectives on the June Proposal, and, thereafter, representatives of BofA and Wachtell Lipton reviewed the June Proposal with the Norfolk Southern board. As part of this presentation, representatives of BofA provided an overview of BofA's preliminary financial analysis of the June Proposal. Representatives of Sidley presented on their preliminary regulatory analysis with respect to a potential transaction. After discussion, the Norfolk Southern board agreed that it would not transact on the basis of the June Proposal; however, the Norfolk Southern board authorized management and Norfolk Southern's advisors to continue exploring a potential transaction with Union Pacific further to determine whether a transcontinental merger which valued Norfolk Southern appropriately could present a superior option for Norfolk Southern and its shareholders and other constituencies as compared to Norfolk Southern's standalone plan and available alternatives.

During the week of June 30, 2025, representatives of BofA met with representatives of Morgan Stanley and Wells Fargo, to discuss the June Proposal, including the underlying financial analysis, precedent transactions and the potential consideration mix. Also, during the same week, Messrs. McClellan and Rynaski met to further discuss potential synergies in the transaction.

On July 1, 2025, the Union Pacific board held an update meeting, which was also attended by representatives of Union Pacific senior management. During this meeting, there was a discussion of conversations among representatives of BofA, Morgan Stanley, and Wells Fargo. Mr. Vena discussed the progress of the potential acquisition of Norfolk Southern. Discussion among the Union Pacific board and senior leadership included potential terms of an acquisition and the mix of consideration. Messrs. Vena and McCarthy also proposed to meet with Mr. George and the Chairman of the Norfolk Southern board for further discussion. Also discussed was whether to continue to engage with Norfolk Southern or consider another strategic rail counterparty, including Party A. At the end of the discussion it was agreed upon for Mr. Vena to propose a meeting with Mr. George, the Chairman of the Norfolk Southern board, and the Chairman of the Union Pacific board.

On July 3, 2025, Mr. Vena suggested to Mr. George that Messrs. George and Vena meet together with the Chairman of the Norfolk Southern board and the Chairman of the Union Pacific board to discuss the potential transaction. Messrs. Vena and George agreed to discuss further the week after the July 4 holiday whether it was the appropriate time for such a meeting.

On July 7, 2025, Mr. Vena emailed Mr. George (which is referred to as the July 7 Response) in response to the message conveyed by representatives of BofA to representatives of Morgan Stanley and Wells Fargo regarding the June Proposal. Mr. Vena responded to the feedback regarding value by explaining that certain precedent transactions referenced by BofA were not applicable to the current potential transaction and emphasizing the need for the parties to engage in a robust regulatory discussion.

On July 8, 2025, Messrs. Vena and George had a call during which they discussed Norfolk Southern's valuation in the potential transaction as well as the consideration mix and potential synergies. Mr. Vena indicated that he believed the Union Pacific board would potentially consider increasing Union Pacific's proposal from the valuation implied by the June Proposal. Messrs. George and Vena agreed to schedule a meeting the following week between the two of them together with Richard H. Anderson, the Chairman of the Norfolk Southern board, and Mr. McCarthy.

Later that day, representatives of BofA met with representatives of Morgan Stanley and Wells Fargo, to discuss the June Proposal and July 7 Response.

On July 9, 2025, the Norfolk Southern board held a meeting. Representatives of BofA, Wachtell Lipton, and Sidley were present at the meeting by invitation of the Norfolk Southern board. Mr. George provided an update on discussions with Union Pacific since the last meeting. Messrs. Zampi and McClellan provided an update on the company's standalone plan, including certain risks and potential opportunities associated with the standalone plan and the work done to consider the impact on the standalone plan of a transcontinental railroad merger between Union Pacific and another counterparty, and the potential synergies from a transaction, including a comparison of the synergies potentially available in a merger with Union Pacific as compared to a transcontinental merger with another counterparty. Representatives of BofA reviewed with the Norfolk Southern board their preliminary financial analysis of a potential transaction. Representatives of Sidley presented on their regulatory analysis of the potential transaction. Thereafter, representatives of Wachtell Lipton presented regarding the Norfolk Southern board's fiduciary duties, decision points for the Norfolk Southern board in its review of the potential transaction, the potential transaction timeline, and key transaction terms that would need to be negotiated as part of a potential transaction, including that Norfolk Southern should negotiate for a reverse termination fee in the event that the transaction is ultimately not consummated due to the failure to receive required regulatory approvals. The Norfolk Southern board discussed the risks and benefits of the transaction as compared to potential alternatives, including maintaining the status quo, and also discussed, with input from representatives of BofA, the likelihood of another potential counterparty being willing to offer terms superior from a financial perspective as compared to the terms Union Pacific was capable of proposing. Following that discussion, it was the consensus of the Norfolk Southern board that the opportunity for a transcontinental merger with Union Pacific that adequately valued Norfolk Southern was likely to be superior to Norfolk Southern's standalone plan and all other available alternatives, and also that if another railroad were to subsequently consummate a transcontinental railroad merger, then Norfolk Southern would be advantaged if it were the first mover in pursuing its own transcontinental railroad merger. On this basis, the Norfolk Southern board indicated to management its support for continuing to explore a potential merger with Union Pacific, and for Messrs. George and Anderson to meet with their counterparts at Union Pacific.

On July 15, 2025, Messrs. George and Anderson met with Messrs. Vena and McCarthy. At the meeting, each of Messrs. Anderson and McCarthy expressed that they and their respective boards were supportive of the continued exploration of a potential combination between Norfolk Southern and Union Pacific. Mr. Anderson also indicated that the Norfolk Southern board expected a higher price per share of Norfolk Southern common

stock than the price implied by the June Proposal in order to transact. Each of them shared their perspectives on the potential combination, the benefits from the potential combination, key transaction terms and the importance of a cohesive integration process.

On July 16, 2025, Messrs. Anderson and George updated the Norfolk Southern board on the meeting held on July 15, 2025, with Messrs. Vena and McCarthy.

Also on July 16, 2025, the Union Pacific board held a meeting, which was also attended by representatives of Union Pacific senior management. Representatives of Morgan Stanley, Wells Fargo and Skadden were present at the meeting by invitation of the Union Pacific board. Union Pacific senior management reviewed with the Union Pacific board the status of discussions with Norfolk Southern concerning the potential acquisition. Representatives of Morgan Stanley and Wells Fargo gave an overview on trading of Union Pacific, Norfolk Southern, and other Class I railroads since June 20, 2025, a preliminary financial analysis of Norfolk Southern based on Union Pacific's management case, including updates since the June 20, 2025, Union Pacific board meeting, and a preliminary financial analysis of Union Pacific based on Union Pacific's management case. Also at the meeting, Union Pacific senior management discussed preliminary estimates of synergies to be generated by the potential acquisition. After discussion, the Union Pacific board authorized Union Pacific senior management to proceed with a revised preliminary, non-binding indication of interest for Norfolk Southern, with an initial value of $310 per share of Norfolk Southern common stock, comprised of approximately 70% Union Pacific common stock and 30% cash. The Union Pacific board also authorized proposing a reverse termination fee of 3.0% of the implied equity value of the potential transaction, payable by Union Pacific if the requisite regulatory approvals are not obtained under certain circumstances, with such proposal subject to Norfolk Southern agreeing to specified limits on Union Pacific's obligations to agree to concessions and other remedies in the context of obtaining such regulatory approvals. The Union Pacific board also authorized further negotiations with Norfolk Southern within specified parameters.

On July 17, 2025, Messrs. George and Vena had a call during which Mr. Vena indicated he expected to provide a revised preliminary, non-binding indication of interest the following week. Messrs. George and Vena agreed that, assuming they could reach terms on an acceptable proposal, it was important that discussions progress expeditiously in light of market rumors.

On July 18, 2025, each of Messrs. George and Vena, as well as representatives of BofA, Morgan Stanley, and Wells Fargo, spoke in separate conversations to discuss the potential timeline to announcing a transaction, assuming the revised proposal was acceptable to Norfolk Southern. The representatives of the financial advisors agreed that, if the proposal was acceptable to Norfolk Southern, it would be in both parties' interests to accelerate discussions given the continuing market rumors.

On July 20, 2025, Mr. Vena called Mr. George to convey, on behalf of the Union Pacific board, a revised preliminary, non-binding indication of interest for Union Pacific to enter into a stock-and-cash transaction with Norfolk Southern, which proposal was subsequently confirmed in writing (which is referred to as the July 20 Proposal). The July 20 Proposal contemplated a stock-and-cash merger whereby Norfolk Southern shareholders would receive 0.9387 shares of Union Pacific common stock and $93 in cash per share of Norfolk Southern common stock, valuing Norfolk Southern common stock at approximately $310 per share based on Union Pacific's closing price on July 16, 2025, the last trading day prior to certain market rumors, and representing a 21% premium as compared to Norfolk Southern's 30-trading-day volume weighted average closing price per share on July 16, 2025. The July 20 Proposal also included a reverse termination fee of $1.9 billion payable by Union Pacific if requisite regulatory approvals were not obtained under certain circumstances. Union Pacific also indicated in the July 20 Proposal that the proposal was subject to acceptable limits on Union Pacific's obligations to agree to concessions and other remedies in the context of obtaining regulatory approval and it would welcome the opportunity to discuss certain members of Norfolk Southern's board joining the combined company's board of directors.

On July 21, 2025, the Norfolk Southern board held a meeting. Representatives of BofA and Wachtell Lipton were present at the meeting by invitation of the Norfolk Southern board. Mr. George provided an update on the status of negotiations with Union Pacific since the last meeting, including the July 20 Proposal and market rumors. Mr. McClellan presented on the potential synergies and dis-synergies in the potential transaction, as well as the potential synergies and dis-synergies available in a hypothetical transcontinental merger with an alternative counterparty. It was presented that a combination between Norfolk Southern and Union Pacific offers the most attractive and complementary network fit to maximize upside and synergies. Representatives of BofA presented on its financial analysis of the July 20 Proposal. Representatives of Wachtell Lipton reviewed with the Norfolk Southern directors their fiduciary duties in connection with their consideration of a potential transaction, as they had previously done, and presented on key potential transactions terms, including considerations in respect of combined company governance and the regulatory reverse termination fee, and the potential timeline to announcement of a transaction. The Norfolk Southern board discussed the risks and benefits of the transaction as compared to potential alternatives, including maintaining the status quo, and also discussed, with input from representatives of BofA, the Norfolk Southern board's belief that another potential counterparty to a transcontinental merger would likely not be willing to offer terms superior from a financial perspective as compared to Union Pacific and that a transcontinental merger with Union Pacific would be superior to Norfolk Southern's available alternatives, including maintaining the status quo. The Norfolk Southern board discussed with management and advisors the benefits and risks of the July 20 Proposal, the strategy for responding to the July 20 Proposal, combined company governance, regulatory, and other provisions to be included in the merger agreement for the potential transaction and market rumors and the importance of accelerating negotiations with Union Pacific in light of market rumors. After discussion, the Norfolk Southern board authorized Mr. George to submit the July 21 Counterproposal.

On July 21, 2025, Mr. George called Mr. Vena to convey, on behalf of the Norfolk Southern board, a non-binding indication of interest in response to the July 20 Proposal (which is referred to as the July 21 Counterproposal). The July 21 Counterproposal contemplated a stock-and-cash merger whereby Norfolk Southern shareholders would receive 1 share of Union Pacific common stock and $100 in cash per share of Norfolk Southern common stock, valuing Norfolk Southern common stock at approximately $331 per share based on Union Pacific's closing price on July 16, 2025, the last trading day prior to certain market rumors, and representing a 29% premium as compared to Norfolk Southern's 30-trading-day volume weighted average closing price per share on July 16, 2025. The July 21 Counterproposal also included a reverse termination fee of $3.5 billion payable by Union Pacific if requisite regulatory approvals were not obtained under certain circumstances. Norfolk Southern also proposed, among other things, that the Norfolk Southern board would have proportionate representation on the combined company's board of directors and that Messrs. Anderson and George be among the designated Norfolk Southern representatives. In the July 21 Counterproposal, Norfolk Southern proposed targeting announcement of a transaction by July 29, 2025, the date of Norfolk Southern's scheduled quarterly earnings release.

On July 22, 2025, Mr. Anderson called Mr. McCarthy to indicate that Mr. George had submitted the July 21 Counterproposal and answer any questions of the Union Pacific board on the July 21 Counterproposal.

Later on July 22, 2025, Mr. Vena conveyed to Mr. George, on behalf of the Union Pacific board, based on discussions between Messrs. McCarthy and Vena and the prior Union Pacific board authorization on July 16, 2025, a non-binding indication of interest in response to the July 21 Counterproposal (which is referred to as the Final Proposal). The Final Proposal contemplated a stock-and-cash merger whereby Norfolk Southern shareholders would receive 1 share of Union Pacific common stock and an amount in cash per share of Norfolk Southern common stock, valuing Norfolk Southern common stock at $320 per share based on Union Pacific's closing price on July 16, 2025, the last trading day prior to certain market rumors, and representing a 25% premium as compared to Norfolk Southern's 30-trading-day volume weighted average closing price per share on July 16, 2025. The Final Proposal also included a reverse termination fee of $2.5 billion payable by Union Pacific if requisite regulatory approvals were not obtained under certain circumstances. Union Pacific proposed that the Norfolk Southern board would have three representatives on the combined company's board of directors,

including Messrs. Anderson and George and one additional director to be determined; provided that such individuals must be qualified, willing and suitable to serve as a director under all applicable corporate governance policies and guidelines of Union Pacific as reviewed and determined reasonably and in good faith by the Corporate Governance, Nominating and Sustainability Committee of the Union Pacific board. In connection with the Final Proposal, Union Pacific indicated that, if the parties were to move forward based on the Final Proposal toward Norfolk Southern's proposed July 29, 2025, announcement, then, in light of persisting market rumors and Union Pacific's scheduled quarterly earnings announcement on July 24, 2025, Union Pacific believed that Union Pacific and Norfolk Southern should issue a joint statement on July 24, 2025, confirming that the parties were in discussions regarding a proposed transaction. Mr. Vena stated to Mr. George that the Final Proposal represented Union Pacific's best and final offer.

On July 22, 2025, Mr. Vena received an inquiry from the Chief Executive Officer of a potential strategic counterparty (referred to as Party A) about a potential transaction with Party A. Mr. Vena informed the Union Pacific board and Mr. George of this outreach.

Also on July 22, 2025, representatives of Morgan Stanley, Wells Fargo, and BofA discussed the timeline for the proposed transaction and a potential public announcement, and BofA preliminarily raised the topic of the parties entering into exclusivity.

Also on July 22, 2025, representatives of Skadden provided an initial draft of a proposed merger agreement to representatives of Wachtell Lipton. Thereafter, and continuing until the merger agreement was executed, the parties and their counsel negotiated the terms of the merger agreement, reflecting discussions between the parties regarding transaction terms.

On July 23, 2025, the Norfolk Southern board had a call with representatives of Norfolk Southern management, BofA, Wachtell Lipton, and Sidley to discuss the Final Proposal. The Norfolk Southern board discussed the valuation proposed in the Final Proposal based on various metrics, including, among other things, that the premium offered was consistent with the premium agreed to in the most recent significant industry transaction between Canadian Pacific and Kansas City Southern prior to Kansas City Southern's receipt of a topping bid. After discussion, the Norfolk Southern board indicated that, subject to finalization of definitive documentation and review of the final terms, it was amenable to accepting the Final Proposal, and authorized management to negotiate definitive documentation on the basis of the Final Proposal. The Norfolk Southern board also authorized the release of an announcement indicating that Norfolk Southern was in advanced discussions with Union Pacific, and for management to seek a mutual exclusivity commitment from Union Pacific that neither party would negotiate with other counterparties until July 29, 2025, as a condition to issuing such a release.

On July 23, 2025, Mr. George conveyed to Mr. Vena that the Norfolk Southern board had authorized management to negotiate definitive documentation on the basis of the Final Proposal. Mr. George also conveyed Norfolk Southern's proposal as to exclusivity. Mr. Vena then discussed Norfolk Southern's exclusivity proposal and proposed press release with Mr. McCarthy and members of the Union Pacific board. Messrs. George and Vena then agreed to execute a short-term exclusivity agreement restricting each of Union Pacific and Norfolk Southern from discussing alternative transactions with other parties.

On July 24, 2025, representatives of Morgan Stanley and Wells Fargo provided materials to the Union Pacific board related to their respective investment banking relationships with Union Pacific and Norfolk Southern. Similarly, prior to the execution of the merger agreement, representatives of BofA provided materials to the Norfolk Southern board related to its investment banking relationships with Union Pacific and Norfolk Southern.

Also on July 24, 2025, Norfolk Southern and Union Pacific entered into a mutual exclusivity agreement expiring at 11:59 p.m. Eastern Time on July 29, 2025.

Thereafter, also on July 24, 2025, each of Norfolk Southern and Union Pacific issued a press release confirming that the companies were engaged in advanced discussions regarding a potential business combination.

From the time of this announcement through the execution of the merger agreement, representatives of both Norfolk Southern and Union Pacific met to discuss and negotiate the remaining open points in the merger agreement and other transaction materials. This included discussions between Messrs. George and Vena, discussions among other members of management and outside advisors, and discussions between Messrs. Anderson and McCarthy.

On July 25, 2025, the Norfolk Southern board met with representatives of Norfolk Southern management, BofA, Wachtell Lipton, and Sidley. Mr. George provided the Norfolk Southern board with an update on the status of negotiations since the last meeting. Representatives of Wachtell Lipton reviewed with the Norfolk Southern board the terms of the merger agreement and the remaining open points in the negotiations. As part of this presentation, representatives of Sidley provided perspectives on the regulatory provisions in the merger agreement. The Norfolk Southern board expressed support for continuing to finalize the open points in the merger agreement over the coming days.

On July 25, 2025, the Union Pacific board held a meeting, which was also attended by representatives of Union Pacific senior management. Representatives of Morgan Stanley, Wells Fargo, Skadden, and Covington were present at the meeting by invitation of the Union Pacific board. Members of Union Pacific senior management provided an overview and discussed the ongoing negotiations relating to a potential acquisition of Norfolk Southern. Representatives of Morgan Stanley and Wells Fargo reviewed with the board the proposed terms as set forth in the Final Proposal and Union Pacific management's preliminary estimates of the amounts of synergies to be generated by the potential acquisition based on Union Pacific's management case and referencing Norfolk Southern's management case. Union Pacific senior management also discussed key governance terms and regulatory considerations, including a reverse termination fee of $2.5 billion payable by Union Pacific if requisite regulatory approvals are not obtained under certain circumstances and subject to specific limits on Union Pacific's obligations to agree to concessions and other remedies in the context of obtaining regulatory approvals. After discussion, the Union Pacific board expressed its support for senior management and advisors to continue working with their Norfolk Southern counterparts to resolve the outstanding issues in the merger agreement and disclosure schedules.

On July 27, 2025, the Union Pacific board held a meeting, which was also attended by representatives of Union Pacific senior management. Representatives of Morgan Stanley, Wells Fargo, Skadden, and Covington were present at the meeting by invitation of the Union Pacific board. At this meeting, members of Union Pacific senior management provided an update on recent discussions with Norfolk Southern and its financial advisors, including that Norfolk Southern had agreed to proceed with finalizing the terms of a transaction on a basis consistent with the Final Proposal. Next, representatives of Morgan Stanley and Wells Fargo presented for the Union Pacific board's consideration their respective preliminary financial analyses of the proposed acquisition of Norfolk Southern, reviewing with the Union Pacific board, among other things, certain valuation metrics as applied to the proposed acquisition, and an overview of potential synergies as estimated by Union Pacific management and which the Union Pacific board instructed the representatives of Morgan Stanley and Wells Fargo to use for purposes of their synergies analyses. Ms. Conlin and representatives of Skadden then reviewed the fiduciary duties of the Union Pacific directors as they considered the proposed acquisition of Norfolk Southern. Ms. Conlin and representatives of Skadden provided a detailed summary of the key terms of the draft merger agreement, including, among other things, Union Pacific's obligations with respect to obtaining regulatory approvals, the provisions relating to third party acquisition proposals applicable to both Union Pacific and Norfolk Southern, the ability of each party's board of directors to change its recommendation, and the requirement for both parties to submit the mergers to their respective shareholders for approval regardless of board changes in recommendation After discussion, the Union Pacific board expressed its support for senior management and advisors to continue working with their Norfolk Southern counterparts to resolve the outstanding issues in the merger agreement and disclosure schedules. Also on July 27, 2025, Mr. McCarthy received an unsolicited phone call from the Chairman of the Party A board.

On July 28, 2025, the Norfolk Southern board held a meeting. Representatives of BofA, Wachtell Lipton and Sidley were present at the meeting by invitation of the Norfolk Southern board. Mr. George provided an update on the status of negotiations since the last meeting. Representatives of Wachtell Lipton reviewed the final terms of the merger agreement to be entered into in connection with the proposed transaction in detail, answering all questions raised by members of the Norfolk Southern board, and reviewed the directors' fiduciary duties in considering the proposed transaction, as they had previously done. Also at the meeting, representatives of BofA reviewed certain financial aspects of the proposed transaction in detail, including the financial analyses performed by BofA, and answered all questions raised by members of the Norfolk Southern board, and, following such review and discussion, rendered an opinion, which was initially rendered orally and subsequently confirmed in a written opinion dated July 28, 2025, to the Norfolk Southern board to the effect that, as of such date and based upon and subject to the procedures followed, assumptions made, matters considered, and qualifications and limitations on the review undertaken by BofA as set forth in its written opinion, the merger consideration to be received by the holders of Norfolk Southern common stock (other than the canceled shares and the converted shares) in the first merger pursuant to merger agreement is fair, from a financial point of view, to such holders. For more information, see "*The Merger—Opinion of Norfolk Southern's Financial Advisor*" and Annex D. Representatives of BofA also provided the Norfolk Southern board with customary relationship disclosure, as BofA had previously done, regarding its existing and prior relationships with each of Norfolk Southern and Union Pacific. After careful review and further discussion, including consideration of the factors described below under "*The Mergers—Norfolk Southern's Reasons for the Merger; Recommendation of the Norfolk Southern Board of Directors*," the Norfolk Southern board unanimously (i) determined that it is in the best interests of Norfolk Southern and its shareholders, and declared it advisable, to enter into the merger agreement, (ii) approved the execution, delivery, and performance of the merger agreement and the consummation of the transactions contemplated thereby, including the mergers, (iii) adopted the merger agreement, and (iv) resolved to recommend that the shareholders of Norfolk Southern approve the merger agreement and directed that such matter be submitted for consideration of the shareholders of Norfolk Southern at the Norfolk Southern shareholder meeting.

On July 28, 2025, the Union Pacific board held a meeting, which was also attended by representatives of Union Pacific senior management. Representatives of Morgan Stanley, Wells Fargo, Skadden, and Covington were present at the meeting by invitation of the Union Pacific board. Union Pacific senior management and representatives of Skadden provided the Union Pacific board with an update regarding the discussions with Norfolk Southern and its advisors and resolution of the open issues in the merger agreement and disclosure schedules since the board meeting held the previous day. Also at this meeting, representatives from each of Morgan Stanley and Wells Fargo reviewed their respective financial analyses and delivered oral opinions, subsequently confirmed in writing by delivery of written opinions dated July 28, 2025, that as of the date of their respective written fairness opinions, and based upon and subject to the assumptions made, procedures followed, matters considered, and qualifications and limitations on the scope of review undertaken by each of Morgan Stanley and Wells Fargo, as applicable, as set forth in their respective written fairness opinions, to the effect that the merger consideration to be paid by Union Pacific pursuant to the merger agreement was fair, from a financial point of view, to Union Pacific. For more information, see "*The Merger—Opinions of Union Pacific's Financial Advisors*" and Annexes B and C. After careful review and further discussion, including as to the matters described below under *"The Mergers—Union Pacific's Reasons for the Mergers; Recommendation of the Union Pacific Board of Directors,*" the Union Pacific Board unanimously (i) approved and declared advisable the merger agreement and the consummation of the transactions contemplated by the merger agreement, including the mergers and the share issuance, and (ii) directed that the share issuance proposal and the Union Pacific adjournment proposal be submitted to the Union Pacific shareholders for approval at the Union Pacific special meeting.

Following these meetings of the Norfolk Southern board and Union Pacific board, on July 28, 2025, Norfolk Southern and Union Pacific executed the merger agreement.

On the morning of July 29, 2025, Norfolk Southern and Union Pacific issued a joint press release announcing the execution of the merger agreement.

Union Pacific's Reasons for the Mergers; Recommendation of the Union Pacific Board of Directors

At a meeting on July 28, 2025, the Union Pacific board unanimously (i) approved and declared advisable the merger agreement and the consummation of the transactions contemplated by the merger agreement, including the mergers and the share issuance, (ii) directed that the share issuance proposal and the Union Pacific adjournment proposal be submitted to the Union Pacific shareholders for approval at the Union Pacific special meeting, and (iii) recommended that the Union Pacific shareholders vote "**FOR**" the share issuance proposal and "**FOR**" the Union Pacific adjournment proposal.

In evaluating the merger agreement and the transactions contemplated thereby, including the mergers and the share issuance, the Union Pacific board consulted with Union Pacific's senior management and legal and financial advisors and considered a variety of factors, risks, and uncertainties related to the transactions contemplated by the merger agreement (including the mergers and the share issuance), including, but not limited to, the material factors, risks, and uncertainties described below.

Strategic Factors

The Union Pacific board considered a number of factors related to the strategic rationale for the transactions contemplated by the merger agreement, including, but not limited to, the following:

- Union Pacific's and Norfolk Southern's business, strategy, current and projected financial condition, current earnings and earnings prospects, and related discussions with Union Pacific management, in consultation with Union Pacific's legal and financial advisors;
- The strategic and transformative nature of the mergers, combining two Class I railroads to create America's first transcontinental railroad, which is expected to enhance the competitiveness of U.S. freight railroads, lower supply chain costs for manufacturers and consumers, and offer greater access to U.S.-made goods;
- The belief that the combined company will deliver faster, more comprehensive freight service to customers on a unified rail network with a single Class I interface, eliminating interchange delays, opening new routes, expanding intermodal services, and reducing transit time on key rail corridors;
- The ability to offer new rail options for shippers in regions where railroad connections are less efficient, such as the Ohio Valley and on both sides of the Mississippi River, creating a more accessible, sustainable, and lower-cost supply chain;
- The combined company would connect over fifty thousand (50,000) route miles from the East Coast to the West Coast of the U.S., ten (10) international interchanges, and approximately one hundred (100) ports, unlocking strong international trade routes and offering greater access to U.S.-made goods to support U.S. economic growth;
- The belief that the combined company will provide a more truck-competitive solution with infrastructure, public safety, and environmental benefits, including reduction of highway congestion and reduction of wear-and-tear of roads;
- The belief that the combination of two safety-oriented franchises that share a commitment to safety culture will accelerate railroad safety through adoption of best practices and technology;
- The belief that the combined company will have increased geographic reach and economies of scale and provide meaningful diversification of solutions, increasing (i) the combined company's potential for improved financial performance and operations compared to Union Pacific on a stand-alone basis and (ii) the combined company's ability to serve customers and suppliers through enhanced solutions and expanded capabilities, and increased investment in infrastructure and technology compared to Union Pacific on a stand-alone basis; and

- V. James Vena, Chief Executive Officer of Union Pacific, will lead the combined company as Chief Executive Officer, and the expectation that the addition of members of Norfolk Southern's seasoned management team will bring expertise and talent to the operations of the combined company.

Financial Factors and Synergies

The Union Pacific board considered a number of factors related to the financial rationale for the transactions contemplated by the merger agreement, including, but not limited to, the following:

- The earnings accretion that the Union Pacific board believes will result from the mergers, including the fact that the mergers are expected to be accretive to Union Pacific's adjusted earnings per share in the second full year following the completion of the mergers and rise to high single-digit accretion thereafter;
- The belief that the mergers present significant synergy, cost-saving, and operational-efficiency opportunities, including that the mergers are expected to generate approximately $2.75 billion of annualized synergies (comprising cost savings of $1.0 billion and $1.75 billion in EBITDA growth from market opportunities) by the third year following completion of the mergers, delivering substantial long-term value for Union Pacific and Norfolk Southern shareholders;
- The belief that the combined company will maintain significant financial strength and flexibility, including after taking into account additional transaction-related indebtedness;
- Recent and historical market prices, volatility, and trading information for Union Pacific common stock and Norfolk Southern common stock;
- The credit rating that Union Pacific is expected to have after incurring the interim or permanent indebtedness necessary to finance the cash portion of the merger consideration;
- The aggregate cash consideration is fixed, which provides additional certainty regarding the amount of cash required to be paid by Union Pacific to consummate the mergers;
- The belief that Union Pacific will have the necessary financing to pay the aggregate cash portion of the merger consideration and that Union Pacific, following the mergers, will be able to repay, service, or refinance any indebtedness that is expected to form the interim or permanent financing for the mergers and, with respect to such indebtedness, to comply with applicable financial covenants; and
- The exchange ratio is fixed and will not change based on fluctuations in the trading prices of Union Pacific common stock or Norfolk Southern common stock, or changes in the business performance or financial results of Union Pacific or Norfolk Southern, which creates certainty as to the number of shares of Union Pacific common stock to be issued in the mergers.

Terms of the Merger Agreement

The Union Pacific board considered the terms of the merger agreement, including the representations, warranties, covenants, agreements, and rights of the parties under the merger agreement, the conditions to each party's obligation to consummate the mergers, and the circumstances under which each party may terminate the merger agreement. See "The Merger Agreement." In particular, the Union Pacific board considered the factors below.

Shareholder Approval

- The share issuance is subject to the approval of Union Pacific shareholders, and the belief that, in this regard, Union Pacific's directors and executive officers do not own a significant enough interest in Union Pacific common stock, in the aggregate, to influence substantially the outcome of such shareholder vote.

Regulatory Approvals

- The belief that, although the consummation of the mergers is subject to the requisite regulatory approvals, including the STB approval, the parties will be able to obtain all requisite regulatory approvals without a material adverse effect on their respective businesses.
- The requirement to use reasonable best efforts to obtain the STB approval and CNA approval.
- The belief that the end date (as it may be extended) under the merger agreement, after which Union Pacific or Norfolk Southern, subject to certain exceptions, may terminate the merger agreement, provides the parties with sufficient time to obtain all requisite regulatory approvals.
- Union Pacific has the right not to consummate the mergers if a "materially burdensome regulatory condition" is imposed in connection with obtaining the requisite regulatory approvals, including the STB approval, subject to paying Norfolk Southern a termination fee of $2.5 billion in certain circumstances.

Norfolk Southern's Covenants and Agreements

- Norfolk Southern is required to pay Union Pacific a termination fee of $2.5 billion in connection with a termination of the merger agreement under specified circumstances related to changes of recommendation by the Norfolk Southern board, a Norfolk Southern alternative proposal, or other qualifying transaction, subject to the obligation of Norfolk Southern to proceed with a vote of Norfolk Southern shareholders on the merger agreement proposal regardless of any such withdrawal or modification of its recommendation, as described in more detail in "*The Merger Agreement—Termination Fees and Other Fees.*"
- The merger agreement provides for reasonable restrictions on the operations of Norfolk Southern's business prior to completion of the mergers.

Union Pacific No-Shop Provisions and Related Termination Fees and Other Fees

- Although the merger agreement prohibits Union Pacific from soliciting a transaction from a third party to acquire Union Pacific, the merger agreement does not preclude a third party from making an unsolicited superior proposal to acquire Union Pacific, and Union Pacific may provide information to, and enter into discussions or negotiations with, a third party regarding an acquisition of Union Pacific, if prior to obtaining Union Pacific shareholder approval of the share issuance proposal, Union Pacific receives an unsolicited, bona fide written proposal from such third party to acquire Union Pacific and the Union Pacific board determines that such proposal constitutes or could reasonably be expected to result in a superior proposal to acquire Union Pacific.
- In response to the receipt of such a superior proposal to acquire Union Pacific, prior to obtaining Union Pacific shareholder approval of the share issuance proposal, the Union Pacific board may change its recommendation that Union Pacific shareholders vote "**FOR**" the share issuance proposal if the Union Pacific board determines that the failure to make such change in recommendation would be inconsistent with the Union Pacific board's fiduciary duties under applicable law, subject to compliance with the terms of the merger agreement (including the obligation of Union Pacific to proceed with a vote of Union Pacific shareholders on the share issuance proposal regardless of any such withdrawal or modification of its recommendation).
- The mergers are subject to an approval from each party's shareholders, which allows sufficient time for a third party to make a superior proposal to acquire Union Pacific if it desires to do so.
- In response to certain material events, changes, occurrences, or developments that were unknown and not reasonably foreseeable to the Union Pacific board as of the date of the merger agreement, and become known before the Union Pacific shareholder approval is obtained, the Union Pacific board may change its recommendation that Union Pacific shareholders vote "**FOR**" the share issuance proposal if

the Union Pacific board determines that the failure to make such change in recommendation would be inconsistent with the Union Pacific board's fiduciary duties under applicable law, subject to compliance with the terms of the merger agreement (including the obligation of Union Pacific to proceed with a vote of Union Pacific shareholders on the share issuance proposal regardless of any such withdrawal or modification of its recommendation).

- Union Pacific is required to pay Norfolk Southern a termination fee of $2.5 billion in connection with a termination of the merger agreement under specified circumstances related to changes of recommendation by the Union Pacific board, a Union Pacific alternative proposal, or other qualifying transaction, subject to the obligation of Union Pacific to proceed with a vote of Union Pacific shareholders on the share issuance proposal regardless of any such withdrawal or modification of its recommendation, as described in more detail in "The Merger Agreement—Termination Fees and Other Fees."
- The Union Pacific board's belief that the Union Pacific no-shop provisions and the related termination fees are reasonable in light of the circumstances (including the context discussed above, the overall terms of the merger agreement, and the belief that such no-shop provisions and the amount of such termination fees are generally consistent with provisions and termination fees in comparable transactions and not preclusive of other offers).

Other Merger Agreement Terms

- The customary nature of Union Pacific's representations and warranties, as well as its other covenants, in the merger agreement.
- The current members of the Union Pacific board will serve as members of the combined company's board of directors, and three (3) directors of the Norfolk Southern board, including Mark R. George, the current President and Chief Executive Officer of Norfolk Southern, and Richard H. Anderson, the current Chairman of the Norfolk Southern board, are expected to join the combined company's board of directors after completing Union Pacific's corporate governance process.

Other Factors Weighing in Favor of the Transaction

The Union Pacific board also considered a number of other factors weighing in favor of the transactions contemplated by the merger agreement (including the mergers and the share issuance), including, but not limited to, the following:

- The Union Pacific shareholders immediately prior to the mergers will own approximately 73% of the outstanding Union Pacific common stock immediately following the mergers;
- The review provided to the Union Pacific board by Union Pacific management of Union Pacific's and Norfolk Southern's respective businesses, historical financial performance and condition, operations, properties, assets, regulatory issues, competitive positions, prospects and management;
- The recommendation by Union Pacific management in favor of the transactions contemplated by the merger agreement, including the mergers and the share issuance;
- The opinion, dated July 28, 2025, of Morgan Stanley to the Union Pacific board as to the fairness, from a financial point of view and as of such date, to Union Pacific of the merger consideration to be paid by Union Pacific in the first merger pursuant to the merger agreement, which opinion was based upon and subject to the assumptions made, procedures followed, matters considered and qualifications and limitations on the scope of review undertaken by Morgan Stanley in connection with the preparation of its opinion, as more fully described below under the caption "*Opinions of Union Pacific's Financial Advisors—Opinion of Morgan Stanley & Co. LLC*;" and
- The opinion, dated July 28, 2025, of Wells Fargo to the Union Pacific board as to the fairness, from a financial point of view, and as of such date, to Union Pacific of the merger consideration to be paid by

Union Pacific in the first merger pursuant to the merger agreement, which opinion was based upon and subject to the assumptions made, procedures followed, matters considered, and qualifications and limitations on the scope of review undertaken by Wells Fargo in connection with the preparation of its opinion, as more fully described below under the caption "*Opinions of Union Pacific's Financial Advisors—Opinion of Wells Fargo Securities, LLC*."

Risks, Uncertainties and Other Factors Weighing Negatively Against the Transaction

The Union Pacific board also considered potential risks, uncertainties and other factors weighing negatively against the transactions contemplated by the merger agreement (including the mergers and the share issuance), including, but not limited to, those set forth below.

- The exchange ratio is fixed and will not change based on changes in the trading prices of Union Pacific common stock or Norfolk Southern common stock or changes in the business performance or financial results of Union Pacific or Norfolk Southern. Accordingly, if the value of Norfolk Southern's businesses decline relative to the value of Union Pacific's businesses prior to completion of the mergers, the ownership percentage of the current Norfolk Southern shareholders in the combined company may exceed Norfolk Southern's relative contribution to the combined company.
- The dilution of existing shares of Union Pacific common stock as a result of the share issuance.
- Union Pacific and Norfolk Southern will incur substantial costs and expenses in connection with the transactions contemplated by the merger agreement, including legal, financial advisory, and accountants' fees.
- The difficulties in combining the businesses and workforces of Union Pacific and Norfolk Southern based on, among other things, the size, scope, and complexity of the two companies.
- The challenges inherent in the management and operation of the combined company, including the risk that integration costs may be greater than anticipated and integration may require greater-than-anticipated management attention and focus after the completion of the mergers.
- The risk that the anticipated synergies, operational efficiencies, and other benefits sought to be obtained from the mergers might not be achieved in the contemplated time frame, to the degree anticipated, or at all.
- The risk that Union Pacific management's attention and Union Pacific resources may be diverted from the operation of Union Pacific's businesses, including other strategic opportunities and operational matters, while Union Pacific is working toward the completion of the mergers.
- Completion of the mergers is subject to the approval, authorization, or exemption by the STB and approval from other applicable regulatory authorities. One or more applicable governmental authorities may seek to impose unfavorable terms or conditions on the requisite regulatory approvals, thereby requiring Union Pacific to agree to substantial concessions or remedies to meet its obligations under the merger agreement, or not grant the requisite regulatory approvals. In addition, obtaining the requisite regulatory approvals may take a significant period of time, and the pendency of the mergers during the regulatory approval process may preclude Union Pacific from pursuing other strategic opportunities.
- Union Pacific must pay Norfolk Southern a termination fee of $2.5 billion if (a) the merger agreement is terminated for failure to close by the end date, and at time of such termination, all other closing conditions are satisfied or waived, except (i) there is an injunction or order entered or issued by a governmental entity pursuant to an applicable railroad law, antitrust law, or similar law, (ii) the requisite regulatory approvals have not been obtained, (iii) a requisite regulatory approval has resulted in the imposition of a "materially burdensome regulatory condition," or (iv) there is an injunction, or similar court or governmental order that imposes a "materially burdensome regulatory condition" or

(b) any governmental entity of competent jurisdiction has issued or entered a final, non-appealable injunction or similar order, pursuant to any railroad law, antitrust law, or similar law permanently enjoining or prohibiting the consummation of the mergers.

- Union Pacific is required to pay Norfolk Southern a termination fee of $2.5 billion if Union Pacific shareholders do not approve the share issuance proposal at a time when Norfolk Southern had the right to terminate due to the Union Pacific board's change of recommendation.
- The risk that the mergers may not be completed despite the parties' efforts or that completion of the mergers may be unduly delayed, even if Union Pacific shareholders approve the share issuance proposal and Norfolk Southern shareholders approve the merger agreement proposal, including the possibility that conditions to the parties' obligations to consummate the mergers may not be satisfied, and the potential resulting disruption to Union Pacific's business.
- The potential negative effect of the pendency of the mergers on Union Pacific's and Norfolk Southern's respective businesses and relationships with employees, customers, suppliers, vendors, and governmental authorities, including regulators and the communities in which they operate, as well as the risk that certain key members of Norfolk Southern's senior management might choose not to remain employed by Norfolk Southern through the closing.
- The potential negative effect of the failure of the mergers to be completed on a timely basis or at all on Union Pacific's business and relationships with employees, customers, suppliers, vendors, and governmental authorities, including regulators and the communities in which they operate.
- Completion of the mergers is not conditioned on Union Pacific's ability to find suitable financing for the cash portion of the merger consideration and Norfolk Southern's right to specifically enforce Union Pacific's obligation to consummate the mergers, even if Union Pacific has not found suitable financing.
- The risk that the additional indebtedness to be incurred by Union Pacific in connection with the mergers could have a negative impact on Union Pacific's credit rating and flexibility.
- Although the merger agreement prohibits Norfolk Southern from soliciting a transaction from a third party to acquire Norfolk Southern, Norfolk Southern may provide information to, and enter into discussions or negotiations with, a third party regarding an acquisition of Norfolk Southern, if prior to obtaining Norfolk Southern shareholder approval of the merger agreement proposal, Norfolk Southern receives an unsolicited, bona fide written proposal from such third party to acquire Norfolk Southern and the Norfolk Southern board determines that such proposal constitutes or could reasonably be expected to result in a superior proposal to acquire Norfolk Southern.
- In response to the receipt of such a superior proposal to acquire Norfolk Southern, prior to obtaining Norfolk Southern shareholder approval of the merger agreement proposal, the Norfolk Southern board may change its recommendation that Norfolk Southern shareholders vote "**FOR**" the merger agreement proposal if the Norfolk Southern board determines that the failure to make such change in recommendation would be inconsistent with the Norfolk Southern board's fiduciary duties, subject to compliance with the terms of the merger agreement (including the obligation of Norfolk Southern to proceed with a vote of Norfolk Southern shareholders on the merger agreement proposal regardless of any such withdrawal or modification of its recommendation).
- In response to certain material events, changes, occurrences, or developments that were unknown and not reasonably foreseeable to the Norfolk Southern board as of the date of the merger agreement, and become known before the Norfolk Southern shareholder approval is obtained, the Norfolk Southern board may change its recommendation that Norfolk Southern shareholders vote "**FOR**" the merger agreement proposal if the Norfolk Southern board determines that the failure to make such change in recommendation would be inconsistent with the Norfolk Southern board's fiduciary duties, subject to compliance with the terms of the merger agreement (including the obligation of Norfolk Southern to proceed with a vote of Norfolk Southern shareholders on the merger agreement proposal regardless of any such withdrawal or modification of its recommendation).

- Completion of the mergers is subject to Union Pacific shareholders approving the share issuance proposal and Norfolk Southern shareholders approving the merger agreement proposal, and the risk that one or both of such approvals may not be obtained.
- The merger agreement imposes certain restrictions on Union Pacific's operations until completion of the mergers.
- Certain of Union Pacific's directors and executive officers have interests in the mergers that may be different from, or in addition to, those of Union Pacific shareholders generally, as more fully described under the caption "*—Interests of Directors and Executive Officers in the Mergers—Interests of Union Pacific Directors and Executive Officers in the Mergers*."
- Certain senior executives of Norfolk Southern will receive payments in connection with the mergers, as more fully described under the caption "*—Interests of Directors and Executive Officers in the Mergers—Interests of Norfolk Southern Directors and Executive Officers in the Mergers*," and a portion of the payments described therein may not be deductible for federal and state income tax purposes by the combined company.

Other Factors

The Union Pacific board also considered (i) its fiduciary duties in light of the foregoing, (ii) that its resolutions approving the merger agreement and the mergers were approved unanimously by the Union Pacific board, which is comprised of a majority of independent directors and not employees of Union Pacific or any of its subsidiaries, (iii) that it received the views of Union Pacific's senior management, and the advice of Union Pacific's legal and financial advisors regarding the mergers, and (iv) the type and nature of the risks described under "*Risk Factors*" beginning on page 55 and the matters described under "*Cautionary Note Regarding Forward-Looking Statements*" beginning on page 53.

Conclusion

The Union Pacific board unanimously believes that, overall, the potential benefits of the transactions contemplated by the merger agreement to Union Pacific shareholders outweigh the risks, uncertainties, and factors weighing negatively against the transactions contemplated by the merger agreement.

In view of the wide variety of factors considered in connection with its evaluation of the transactions contemplated by the merger agreement and the complexity of these matters, the Union Pacific board did not consider it practical, and the Union Pacific board did not attempt, to quantify, rank, or otherwise assign relative weights to the different factors it considered in reaching its decision.

The Union Pacific board did not undertake to make any specific determination as to whether any particular factor, or any aspect of any particular factor, was favorable or unfavorable to its ultimate determination, but rather the Union Pacific board conducted an overall review of the factors described above, including discussions with Union Pacific's senior management and Union Pacific's legal and financial advisors. In considering the factors described above, individual directors of the Union Pacific board may have given different weight to different factors.

It should be noted that this explanation of the reasoning of the Union Pacific board and all other information presented in this section is forward-looking in nature and, therefore, should be read in light of the factors discussed in "*Cautionary Note Regarding Forward-Looking Statements*".

THE UNION PACIFIC BOARD UNANIMOUSLY RECOMMENDS THAT UNION PACIFIC SHAREHOLDERS VOTE "FOR" THE SHARE ISSUANCE PROPOSAL AND "FOR" THE UNION PACIFIC ADJOURNMENT PROPOSAL.

Norfolk Southern's Board's Recommendations and Its Reasons for the Transaction

The Norfolk Southern board, at a meeting held on July 28, 2025, unanimously (i) determined that it is in the best interests of Norfolk Southern and its shareholders, and declared it advisable, to enter into the merger agreement, (ii) approved the execution, delivery, and performance of the merger agreement and the consummation of the transactions contemplated thereby, including the mergers, (iii) adopted the merger agreement, and (iv) resolved to recommend that the shareholders of Norfolk Southern approve the merger agreement and directed that such matter be submitted for consideration of the shareholders of Norfolk Southern at the Norfolk Southern special meeting. The Norfolk Southern board unanimously recommends that Norfolk Southern shareholders vote "**FOR**" the merger agreement proposal, "**FOR**" the merger-related compensation proposal, and "**FOR**" the Norfolk Southern adjournment proposal.

In reaching its decision to adopt the merger agreement and recommend that Norfolk Southern shareholders approve the merger agreement proposal, the Norfolk Southern board consulted with Norfolk Southern management and independent legal and financial advisors and considered a variety of factors with respect to the mergers and the other transactions contemplated by the merger agreement, including the following (which are presented below in no particular order and are not exhaustive):

- The combination of Norfolk Southern and Union Pacific would create America's first transcontinental railroad that spans over 50,000 miles across 43 states with access to 10 international interchanges and approximately 100 ports that would save 24 to 48 hours in transit, thereby, among other things, enhancing competition in the transportation industry, strengthening the ability of the combined company to compete with the American truck network and other alternative transportation options, transforming the U.S. supply chain, unleashing the strength of American manufacturing, and creating new sources of economic growth, including by:
  - unlocking rail options for shippers in regions where railroad connections are less efficient and creating a more accessible, sustainable, and lower-cost supply chain for manufacturers and consumers;
  - unlocking strong international trade routes and offering greater access to U.S.-made goods and improving transit times;
  - enhancing the rail experience and ease of doing business by providing customers with the ability to quickly receive single-line rate quotes with one system to track freight, enabling real-time decisions that optimize supply chains; and
  - competing more effectively with Canadian railroads to win back U.S. freight volume and American jobs;
- The combined company would be expected to achieve significant run-rate EBITDA synergies, as well as significant cost synergies, driven by, among other things, the ability to convert U.S. truck volumes to rail through new single-line service, further penetrate international markets, enhance asset utilization and routing and reduce purchased services and material costs, as well as increased efficiencies in selling, general, and administrative costs;
- Norfolk Southern and Union Pacific had $7.3 billion of combined free cash flow in 2024 and the combined company would be expected to continue to have significant free cash flow on a combined basis, and that this significant free cash flow will provide the combined company with significant flexibility to return capital to shareholders through share repurchases and dividends;
- The merger consideration to be received by Norfolk Southern shareholders values Norfolk Southern common stock at $320 per share based on Union Pacific's closing price on July 16, 2025 (the last

trading day prior to press speculation that Union Pacific was pursuing a potential merger with Norfolk Southern), which represents a highly attractive valuation relative to the standalone prospects of Norfolk Southern and the recent and historic trading prices, trading multiples, and analyst price targets for Norfolk Southern common stock, including the fact that the implied per share merger consideration represented, as of July 16, 2025, an approximate 25% premium to the 30-trading-day volume weighted average closing price per share of Norfolk Southern common stock prior to such date;

- The Norfolk Southern board's review of Norfolk Southern's standalone plan and the risks and uncertainties associated with such plan, including the fact that Norfolk Southern management's internal financial projections on a standalone basis, including the forecasts described in "*The Mergers—Certain Unaudited Prospective Financial Information*", include inherent risks and uncertainties and may not be achieved;
- Approximately 72% of the merger consideration, based on Union Pacific's closing stock price on July 16, 2025, will be paid in shares of Union Pacific common stock, which would result in Norfolk Southern shareholders immediately prior to the transaction holding approximately 27% of the common stock of the combined company immediately following completion of the mergers, providing Norfolk Southern shareholders with meaningful participation in the synergies from the transaction and in any potential growth in the earnings and cash flows of the first American transcontinental railroad, and in any potential future appreciation in the value of the combined company shares following the mergers;
- Approximately 28% of the merger consideration, based on Union Pacific's closing stock price on July 16, 2025, will be paid in cash, providing Norfolk Southern shareholders with significant liquidity upon completion of the mergers, and enabling Norfolk Southern shareholders to immediately realize a significant portion of Norfolk Southern's present and potential future value without the potential market or execution risks associated with continuing as a standalone company;
- The exchange ratio is fixed and will not fluctuate based upon changes in the market price of Norfolk Southern or Union Pacific common stock between the date of the merger agreement and the date of the completion of the mergers and therefore the value of the merger consideration payable to Norfolk Southern shareholders will increase in the event that the share price of Union Pacific increases prior to the completion of the mergers, which the Norfolk Southern board believed was consistent with market practice for transactions of this type and with the strategic purpose of the transaction;
- The increase in the merger consideration that Norfolk Southern was able to negotiate and the Norfolk Southern board's conclusion that the merger consideration reflected the best value that Union Pacific would be willing to provide;
- The Norfolk Southern board had carefully considered, with the assistance of Norfolk Southern management and legal and financial advisors, various potential alternatives available to Norfolk Southern, including remaining an independent company and mergers with other potential counterparties, and concluded, with input from its advisors, that another potential counterparty to a transcontinental railroad merger would likely not be willing to offer terms superior from a financial perspective as compared to Union Pacific and that the merger with Union Pacific would be superior to Norfolk Southern's available alternatives, including maintaining the status quo;
- The understanding of the Norfolk Southern board of the current and prospective environment in which Norfolk Southern and Union Pacific operate, including economic conditions, tariffs, the competitive landscape in the transportation industry (including competition from trucks), the current and prospective regulatory environment, and the challenges facing Norfolk Southern as an independent company, including the difficulty Norfolk Southern and the industry has had, and risks continuing to have, in achieving significant growth on a standalone basis, including due to lower volumes because of truck market penetration, and the likely effect of these factors on Norfolk Southern both with and without the mergers;
- Although Union Pacific indicated that Norfolk Southern was its optimal merger partner, representatives of Union Pacific indicated that Union Pacific would consider other potential merger counterparties if

Norfolk Southern were not interested in a merger, and the potential risks to Norfolk Southern of Union Pacific pursuing a similar merger transaction with another counterparty and that if another railroad were to consummate a transcontinental railroad merger then Norfolk Southern would be advantaged if it were the first mover in pursuing its own transcontinental railroad merger;

- The fact that, following public speculation of Union Pacific's interest in a potential transaction and subsequent confirmation by Norfolk Southern and Union Pacific that they were in advanced discussions regarding a potential business combination, no other third party reached out to or submitted a competing proposal to Norfolk Southern;
- The consideration mix between stock and cash will help ensure a reasonable leverage ratio for the combined company, with a debt-to-EBITDA ratio of approximately 2.8x expected by the second year following completion of the mergers, allowing the combined company to pursue additional value enhancing opportunities as appropriate;
- The belief that Norfolk Southern and Union Pacific share similar cultures and strategic objectives and that the combined company would continue to focus on safety and be well-positioned to improve safety through technological advances;
- The combined company would have the scale, balance sheet strength, financial flexibility and free cash flow to fund future growth and improved ability to access the capital markets on more favorable terms than available to Norfolk Southern as an independent company, which would allow the combined company to be more competitive in capturing strategic opportunities;
- The combined company will provide job opportunities for both Norfolk Southern's and Union Pacific's union employees, provide non-union workers with opportunities to grow as part of a larger combined enterprise, preserve all craft jobs, and increase employment opportunities in towns and cities across the combined rail network;
- Three (3) Norfolk Southern directors, including Mark R. George and Richard H. Anderson, would join the Union Pacific board in connection with closing of the mergers, thereby providing the Norfolk Southern board with meaningful representation on the combined company's board of directors and helping to ensure that the combined company has the opportunity to benefit from the insights and experience of the Norfolk Southern board;
- Familiarity and understanding of the Norfolk Southern board with Norfolk Southern's business, results of operations, financial and market position and expectations concerning the operating environment and Norfolk Southern's future earnings and prospects on a stand-alone basis, including the opportunities, risks, and challenges presented thereby;
- The merger agreement provides for the establishment of a transition planning team consisting of members of Norfolk Southern and Union Pacific senior management which will seek to ensure the realization of synergies, operating efficiencies and other benefits expected to be realized as a result of the mergers;
- The assessment of the Norfolk Southern board, after considering the advice of regulatory counsel, regarding the likelihood of obtaining approval for the mergers from the STB;
- The commitment by Union Pacific contained in the merger agreement to use reasonable best efforts to obtain approval from the STB for the mergers, subject to certain limitations, and the fact that Union Pacific would be required to pay Norfolk Southern a reverse termination fee of $2.5 billion in certain circumstances in connection with the failure to obtain regulatory approval for the mergers;
- The Norfolk Southern board's review with its outside legal advisor, Wachtell Lipton, and regulatory legal advisor, Sidley, of the terms of the merger agreement, including the representations and warranties, restrictions on operations outside the ordinary course of business, regulatory efforts and other covenants, deal protection, employee matters, and termination provisions, tax treatment, and closing conditions;

- The opinion of BofA, dated July 28, 2025, to the Norfolk Southern board as to the fairness, from a financial point of view and as of the date of the opinion, of the merger consideration to be received by holders of Norfolk Southern common stock (other than the canceled shares and the converted shares) in the mergers, as more fully described below in "*Opinion of Norfolk Southern's Financial Advisor*;"
- The mergers would be subject to the approval of Norfolk Southern's shareholders, and that shareholders would be free to evaluate the mergers and vote for or against the merger agreement proposal at the Norfolk Southern special meeting;
- The terms of the merger agreement were informed by the advice and professional experience of Norfolk Southern's advisors and were the result of robust negotiations;
- The mergers, taken together, are intended to qualify as a "reorganization" for U.S. federal income tax purposes in which Norfolk Southern's shareholders generally would not recognize gain or loss upon their exchange of Norfolk Southern common stock in the mergers, except for gain recognized with respect to cash received;
- The reverse due diligence conducted by management and outside advisors in respect of Union Pacific's business;
- Atlanta, Georgia would remain a core location for the combined company following completion of the mergers; and
- The caliber of Union Pacific's executive management team and board of directors, including V. James Vena who will serve as the Chief Executive Officer of the combined company.

The Norfolk Southern board also considered potential risks, uncertainties, and other factors weighing negatively against the mergers and the other transactions contemplated by the merger agreement. The Norfolk Southern board concluded that the anticipated benefits of the mergers were likely to outweigh these risks substantially. These potential risks included the following (which are presented below in no particular order and are not exhaustive):

- The risk that the STB or other governmental entities may not approve the mergers or may impose terms and conditions on its approval, which terms and conditions may adversely affect the business and financial results of the combined company and its ability to realize the expected benefits of the transaction or which terms and conditions may result in a condition to closing of the mergers set forth in the merger agreement failing to be satisfied;
- The possibility that the mergers or the other transactions contemplated by the merger agreement may not be completed, or that their completion may be delayed for reasons that are beyond the control of Norfolk Southern or Union Pacific, including the failure of Norfolk Southern shareholders to approve the merger agreement proposal, the failure of the Union Pacific shareholders to approve the share issuance proposal, the failure to obtain the CNA approval, or the failure of Norfolk Southern or Union Pacific to satisfy other requirements that are conditions to closing the mergers, and the impact that such failure or delay would have on Norfolk Southern;
- The risk that the pendency of the mergers or failure to consummate the mergers could adversely affect the operations of Norfolk Southern and its subsidiaries and the relationships of Norfolk Southern and its subsidiaries with their respective employees (including making it more difficult to attract and retain key personnel), customers, suppliers, vendors, and others with whom they have business dealings, including as a result of the expected time period for satisfying the conditions to the closing of the mergers and the risk of potential delays in satisfying such conditions beyond the anticipated time frames;
- The exchange ratio is fixed and will not fluctuate based upon changes in the market price of Norfolk Southern or Union Pacific common stock between the date of the merger agreement and the date of the completion of the mergers, and therefore Norfolk Southern will be exposed to an adverse development

in Union Pacific's business, operations, financial condition, earnings, and prospects, and the value of the merger consideration payable to Norfolk Southern shareholders will decrease in the event that the share price of Union Pacific decreases prior to completion of the mergers;

- The significant effort and cost involved in connection with negotiating the merger agreement and consummating the mergers (including certain costs and expenses if the mergers are not consummated), and the substantial time and effort of management required to consummate the mergers and the potential further disruptions to Norfolk Southern's day-to-day operations during the pendency of the mergers;
- The restrictions under the terms of the merger agreement on the conduct of Norfolk Southern's business prior to the completion of the mergers, which could delay or prevent Norfolk Southern from undertaking strategic and other business opportunities that might arise pending completion of the mergers, including in light of the expected time frame for completing the mergers;
- The amount of time it could take to complete the STB approval process, and the possible diversion of management's attention from Norfolk Southern's ongoing business given the substantial time and effort necessary to obtain STB approval and complete the mergers and to plan for the integration of the operations of Norfolk Southern and Union Pacific;
- The possibility that Norfolk Southern may be required to pay Union Pacific a termination fee of $2.5 billion under certain circumstances following termination of the merger agreement, including if the merger agreement is terminated due to the Norfolk Southern board changing its recommendation that Norfolk Southern shareholders vote "FOR" the merger agreement proposal, as described in "*The Merger Agreement—Termination Fees and Other Fees*";
- The mergers are conditioned on the approval by Union Pacific's shareholders of the share issuance proposal and the risk that Union Pacific shareholders may not approve the share issuance proposal;
- The merger agreement does not preclude a third party from making an unsolicited alternative proposal to Union Pacific and that, although the merger agreement prohibits Union Pacific from soliciting a transaction from a third party to acquire Union Pacific, Union Pacific may provide information to, and enter into discussions or negotiations with, a third party regarding an acquisition of Union Pacific, in certain circumstances as further described in "*The Merger Agreement—No Solicitation*";
- The challenges inherent in the combination of two businesses of the size and complexity of Norfolk Southern and Union Pacific, including the risk that integration of the two companies may take more time and be more costly than anticipated, the risk of not being able to realize all of the anticipated cost savings and other synergies and the risk that other anticipated benefits might not be realized;
- The potential for litigation by shareholders in connection with the mergers, which, even where lacking in merit, could nonetheless result in distraction and expense;
- Certain of Norfolk Southern's directors and executive officers have interests in the mergers that may be different from, or in addition to, those of Norfolk Southern shareholders generally, as more fully described under the caption "*—Interests of Directors and Executive Officers in the Mergers—Interests of Norfolk Southern Directors and Executive Officers in the Mergers*"; and
- The risks of the type and nature described under "*Risk Factors*," beginning on page 55 and the matters described under "*Cautionary Note Regarding Forward-Looking Statements*" beginning on page 53.

The foregoing discussion of the information and factors considered by the Norfolk Southern board is not intended to be exhaustive. In reaching its decision to adopt the merger agreement, the Norfolk Southern board did not quantify or assign any relative weights to the factors considered, and individual directors may have given different weights to different factors. The Norfolk Southern board considered all these factors as a whole, including through its discussions with Norfolk Southern management and independent financial and legal advisors, in evaluating the merger agreement and the transactions contemplated thereby (including the mergers).

For the reasons set forth above, the Norfolk Southern board unanimously (i) determined that it is in the best interests of Norfolk Southern and its shareholders, and declared it advisable, to enter into the merger agreement, (ii) approved the execution, delivery, and performance of the merger agreement and the consummation of the transactions contemplated thereby, including the mergers, (iii) adopted the merger agreement, and (iv) resolved to recommend that the shareholders of Norfolk Southern approve the merger agreement and directed that such matter be submitted for consideration of the shareholders of Norfolk Southern at the Norfolk Southern special meeting.

In considering the recommendation of the Norfolk Southern board, you should be aware that certain directors and executive officers of Norfolk Southern may have interests in the mergers that are different from, or in addition to, interests of shareholders of Norfolk Southern generally and may create potential conflicts of interest. The Norfolk Southern board was aware of these interests and considered them when evaluating and negotiating the merger agreement and the transactions contemplated thereby (including the mergers), and in recommending to the holders of Norfolk Southern common stock that they vote in favor of the merger proposal, the merger-related compensation proposal, and the Norfolk Southern adjournment proposal.

It should be noted that this explanation of the reasoning of the Norfolk Southern board and all other information presented in this section is forward-looking in nature and, therefore, should be read in light of the factors discussed in "*Cautionary Note Regarding Forward-Looking Statements*".

Certain Unaudited Prospective Financial Information

The unaudited prospective financial information and management assumed synergies (as defined below) were not prepared with a view toward compliance with published guidelines of the SEC or the guidelines established by the American Institute of Certified Public Accountants for preparation or presentation of prospective financial information, or GAAP. This information is not fact and should not be relied upon as being necessarily indicative of future results, and, as a result of the foregoing and considering that the special meetings will be held several months after the unaudited prospective financial information and management assumed synergies were prepared, as well as the uncertainties inherent in any forecasted information, readers of this joint proxy statement/prospectus are cautioned not to place undue reliance on the prospective financial information or management assumed synergies. Although Union Pacific's and Norfolk Southern's respective management believes there is a reasonable basis for its prospective financial information and management assumed synergies, Norfolk Southern and Union Pacific caution shareholders that future results could be materially different from the prospective financial information and management assumed synergies. This summary of the UP management unaudited projections (as defined below), Norfolk Southern management unaudited projections (as defined below), and management assumed synergies are included in this joint proxy statement/prospectus because such information was provided to Norfolk Southern and Union Pacific's financial advisors and to the Norfolk Southern and Union Pacific boards for purposes of considering and evaluating the transaction and the merger agreement.

Certain Union Pacific Unaudited Prospective Financial Information

Although Union Pacific has from time to time publicly issued limited short-term guidance concerning certain aspects of its expected financial performance, it does not, as a matter of course, make public disclosure of detailed forecasts or projections of its expected financial performance for extended periods due to, among other things, the inherent difficulty of accurately predicting future periods and the likelihood that the underlying assumptions and estimates may prove incorrect.

In connection with the mergers and at the direction of the Union Pacific board, Union Pacific management prepared unaudited financial projections that reflect Union Pacific management's financial and business outlook for Union Pacific on a standalone basis for fiscal years 2025 through 2031, which are referred to as the UP management unaudited UP projections. The UP management unaudited UP projections were provided to the Union Pacific board in connection with its consideration of the mergers and were provided to Morgan Stanley and Wells Fargo, which were directed by Union Pacific management and the Union Pacific board to use and rely

upon the UP management unaudited UP projections for purposes of their respective financial analyses and fairness opinions. In addition, certain of the UP management unaudited UP projections were provided to Norfolk Southern and their financial advisor, BofA.

In connection with the mergers, Union Pacific management also prepared certain unaudited prospective financial information concerning Norfolk Southern on a standalone basis using (i) Norfolk Southern management unaudited projections for fiscal years 2025 to 2030 (as prepared by Norfolk Southern management and provided to Union Pacific management), (ii) extrapolations prepared by Union Pacific management on the basis of the Norfolk Southern management unaudited Norfolk Southern projections for the fiscal year 2031, and (iii) adjustments to the foregoing financial projections based on Union Pacific management's view of the business and financial environment, which are referred to as the UP management unaudited NS projections and the UP management unaudited UP projections and UP management unaudited NS projections, collectively, as the UP management unaudited projections. The UP management unaudited NS projections were provided to the Union Pacific board in consideration of the mergers and to Morgan Stanley and Wells Fargo, which were directed by Union Pacific management and the Union Pacific board to use and rely upon the UP management unaudited NS projections for purposes of their respective financial analyses and fairness opinions.

The UP management unaudited projections were prepared treating Union Pacific and Norfolk Southern, respectively, on a standalone basis based on assumptions Union Pacific management considered to be reasonable based on facts known at such time and do not take into account the transactions contemplated by the merger agreement, including any costs incurred in connection with the mergers or the other transactions contemplated thereby or any changes to operations or strategy that may be implemented after the completion of the mergers, or the effect of any business or strategic decisions or actions which would likely have been taken if the merger agreement had not been executed but which were instead altered, accelerated, postponed, or not taken in anticipation of the transaction. As a result, actual results will likely differ, and may differ materially, from those contained in the UP management unaudited projections. Further, the UP management unaudited projections do not take into account the effect of any possible failure of the mergers to occur.

The information and tables set forth below are included solely to give Union Pacific shareholders access to a summary of the UP management unaudited projections that were made available to the Union Pacific board, Morgan Stanley, and Wells Fargo, as well as Norfolk Southern and BofA (who were provided certain of the UP management unaudited UP projections), in connection with the mergers and are not included in this joint proxy statement/prospectus in order to influence any Union Pacific shareholder on any voting or investment decision with respect to the mergers or for any other purpose. These projections are not, and should not be viewed as, public guidance or targets.

The following table presents a summary of the UP management unaudited UP projections.

Billions, except per share amounts and percentages, for the years ended	*2025E*	*2026E*	*2027E*	*2028E*	*2029E*	*2030E*	*2031E*
Net revenue	$ 24.2	$ 25.2	$ 26.1	$ 27.1	$ 28.0	$ 29.1	$ 30.1
Adjusted EBITDA [a]	12.3	13.1	13.7	14.2	14.8	15.4	16.0
Operating ratio	59.3%	58.1%	57.8%	57.6%	57.4%	57.2%	57.0%
Capital Expenditures [b]	3.4	3.5	3.6	3.7	3.9	4.0	4.1
Diluted earnings per share	$11.85	$12.57	$13.52	$14.46	$15.50	$16.65	$17.84

[a] Adjusted EBITDA, a non-GAAP financial measure, calculated as earnings before interest, taxes, depreciation, amortization, and other income.
[b] Capital expenditures include the impact of investment and property purchase and sales.

At the direction of Union Pacific management, Morgan Stanley and Wells Fargo calculated, based on the UP management unaudited UP projections, unlevered free cash flow for Union Pacific as set forth below.

Billions, for the years ended	*2025E*	*2026E*	*2027E*	*2028E*	*2029E*	*2030E*	*2031E*
Unlevered free cash flow [c]	3.5[d]	7.4	7.8	8.1	8.4	8.7	9.1

[c] Unlevered free cash flow, a non-GAAP financial measure, is tax affected EBIT (earnings before interest, taxes, and adjustments for other income), plus depreciation and amortization, less capital expenditures and increases in net working capital.
[d] Figure represents July 1, 2025, through December 31, 2025.

The following table presents a summary of the UP management unaudited NS projections.

Billions, except per share amounts and percentages, for the years ended	*2025E*	*2026E*	*2027E*	*2028E*	*2029E*	*2030E*	*2031E*
Net revenue	$ 12.4	$ 12.9	$ 13.4	$ 14.0	$ 14.5	$ 15.0	$ 15.6
Adjusted EBITDA [a]	5.8	6.2	6.7	7.1	7.5	7.8	8.0
Operating ratio	64.5%	63.1%	61.6%	60.7%	59.7%	59.2%	59.0%
Capital Expenditures [b]	2.4	2.2	2.2	2.2	2.3	2.3	2.4
Diluted earnings per share	$12.67	$14.05	$15.72	$17.33	$19.11	$20.86	$22.47

[a] Adjusted EBITDA, a non-GAAP financial measure, calculated as earnings before interest, taxes, depreciation, amortization, adjustments for other income, and certain non-recurring items including railway line sales, the Eastern Ohio incident, restructuring, and other charges.
[b] Capital expenditures include the impact of investment and property purchase and sales.

At the direction of Union Pacific management, Morgan Stanley and Wells Fargo calculated, based on the UP management unaudited NS projections, unlevered free cash flow for Norfolk Southern as set forth below.

Billions, for the years ended	*2025E*	*2026E*	*2027E*	*2028E*	*2029E*	*2030E*	*2031E*
Unlevered free cash flow - Morgan Stanley [c]	1.0 [e]	3.1	3.5	3.8	4.1	4.4	4.4
Unlevered free cash flow - Wells Fargo [d]	1.7 [e]	3.2	3.5	3.8	4.1	4.4	4.4

[c] Unlevered free cash flow, a non-GAAP financial measure, is tax affected EBIT (earnings before interest, taxes, and adjustments for other income), plus depreciation and amortization, less capital expenditures, increases in net working capital, other cash expenses, and anticipated disbursements in connection with the Eastern Ohio incident. Morgan Stanley, in its professional judgement and experience, treated the anticipated disbursements in connection with the Eastern Ohio incident as a negative cash flow item in its calculation of unlevered free cash flow. The unlevered free cash flow in this row reflects such inclusion of such disbursements as a negative cash flow item and was used by Morgan Stanley in its financial analysis.

[d] Unlevered free cash flow, a non-GAAP financial measure, is tax affected EBIT (earnings before interest, taxes, and adjustments for other income), plus depreciation and amortization, less capital expenditures, increases in net working capital, and other cash expenses. Wells Fargo, in its professional judgement and experience, treated the anticipated disbursements in connection with the Eastern Ohio incident as a debt-like item. The unlevered free cash flow in this row does not include such anticipated disbursements in connection with the Eastern Ohio incident as a negative cash flow item and was used by Wells Fargo in its financial analysis.
[e] Figure represents July 1, 2025, through December 31, 2025.

Certain Norfolk Southern Unaudited Prospective Financial Information

Although Norfolk Southern has from time to time publicly issued limited short-term guidance concerning certain aspects of its expected financial performance, it does not, as a matter of course, make public disclosure of detailed forecasts or projections of its expected financial performance for extended periods due to, among other things, the inherent difficulty of accurately predicting future periods and the likelihood that the underlying assumptions and estimates may prove incorrect.

Norfolk Southern management maintains a long-range plan, which is periodically updated and reviewed with the Norfolk Southern board, that reflects Norfolk Southern management's financial and business outlook for Norfolk Southern over a five-year period (which plan is referred to as the Norfolk Southern long-range plan). This Norfolk Southern long-range plan was reviewed by the Norfolk Southern board in connection with its consideration of a transaction with Union Pacific and other strategic alternatives, including maintaining the status quo. The Norfolk Southern long-range plan included certain unaudited prospective financial information concerning Norfolk Southern on a standalone basis for fiscal years 2025 through 2030. These unaudited projections are referred to as the Norfolk Southern management unaudited projections. The Norfolk Southern management unaudited projections were provided to BofA, which was directed by Norfolk Southern management and the Norfolk Southern board to use and rely upon the Norfolk Southern management unaudited projections for purposes of its financial analysis and fairness opinion. In addition, certain of the Norfolk Southern management unaudited projections were provided to Union Pacific, the Union Pacific board, and its financial advisors, Morgan Stanley and Wells Fargo.

In connection with the transaction, Norfolk Southern management also received and reviewed the UP management unaudited UP projections (as prepared by Union Pacific management and provided to Norfolk Southern management). The UP management unaudited UP projections were provided to the Norfolk Southern board in connection with its consideration of the transaction as well as to BofA, which was directed by Norfolk Southern management and the Norfolk Southern board to use and rely upon the UP management unaudited UP projections for purposes of its financial analysis and fairness opinion.

The Norfolk Southern management unaudited projections were prepared treating Union Pacific and Norfolk Southern, respectively, on a standalone basis based on assumptions Norfolk Southern management considered to be reasonable based on facts known at such time and do not take into account the transactions contemplated by the merger agreement, including any costs incurred in connection with the mergers or the other transactions contemplated thereby or any changes to operations or strategy that may be implemented after the completion of the mergers, or the effect of any business or strategic decisions or actions which would likely have been taken if the merger agreement had not been executed but which were instead altered, accelerated, postponed, or not taken in anticipation of the transaction. As a result, actual results will likely differ, and may differ materially, from those contained in the Norfolk Southern management unaudited projections. Further, the Norfolk Southern management unaudited projections do not take into account the effect of any possible failure of the mergers to occur.

The information and tables set forth below are included solely to give Norfolk Southern shareholders access to a summary of the Norfolk Southern management unaudited projections that were made available to the Norfolk Southern board and BofA, as well as Union Pacific, Wells Fargo, and Morgan Stanley (who were provided certain of the Norfolk Southern management unaudited projections), in connection with the mergers and are not included in this joint proxy statement/prospectus in order to influence any Norfolk Southern shareholder on any voting or investment decision with respect to the mergers or for any other purpose. These projections are not, and should not be viewed as, public guidance or targets.

Norfolk Southern Management Unaudited Projections.

The following table summarizes the Norfolk Southern management unaudited projections.

Billions, except per share amounts, for the years ended	*2025E*	*2026E*	*2027E*	*2028E*	*2029E*	*2030E*
Railway operating revenue	$ 12.4	$ 12.9	$ 13.6	$ 14.2	$ 14.8	$ 15.5
Management adjusted operating income [a]	4.4	4.8	5.2	5.6	6.0	6.4
Adjusted EBITDA [b]	5.8	6.2	6.7	7.1	7.6	8.1
Capital expenditures	2.2	2.3	2.3	2.3	2.4	2.4
Adjusted earnings per share [c]	$12.67	$14.17	$16.04	$17.78	$19.95	$22.36

[a] Management adjusted operating income, a non-GAAP financial measure, calculated as income from railway operations adjusted for certain historical non-recurring items including railway line sales, the Eastern Ohio incident, restructuring and other charges.

[b] Adjusted EBITDA, a non-GAAP financial measure, calculated as income from railway operations before other income, depreciation and income taxes, adjusted for certain historical non-recurring items including railway line sales, the Eastern Ohio incident, restructuring and other charges.

[c] Adjusted earnings per share, a non-GAAP financial measure, calculated as diluted earnings per share adjusted for certain historical non-recurring items, including railway line sales, the Eastern Ohio incident, restructuring and other charges, shareholder advisory costs, and deferred income tax adjustment.

On the basis of the above Norfolk Southern management unaudited projections, BofA presented the following additional income statement item for Norfolk Southern to the Norfolk Southern board.

Billions, for the years ended	*2025E*	*2026E*	*2027E*	*2028E*	*2029E*	*2030E*
Unlevered free cash flow [d]	1.0 [e]	3.2	3.5	3.9	4.2	4.7

[d] Unlevered free cash flow, a non-GAAP financial measure, is EBITDA less depreciation and amortization, plus other income, tax affected, plus depreciation and amortization, less capital expenditures, less increases in net working capital, less other cash expenses, less anticipated disbursements in connection with the Eastern Ohio incident.

[e] Figure represents period from July 1, 2025, through December 31, 2025.

Synergies

Norfolk Southern management and Union Pacific management jointly developed and provided to their respective boards prospective financial information relating to the anticipated synergies to be realized by the combined company and related costs of such synergies, which consisted of estimated potential annualized earnings before interest, taxes, depreciation, and amortization (which is referred to as EBITDA) gross synergies of $2.75 billion, consisting of $1.75 billion from revenue EBITDA synergies and $1.0 billion from operating and expense synergies. Union Pacific management and Norfolk Southern management assumed, among other things, that the aggregate operating expense cost of achieving the projected synergies would be $170 million incurred in the first year of the phase-in, and that total capital expenditures to achieve the projected synergies would be $2.0 billion, of which half would be incurred in the first year of the phase-in and the remaining half would be incurred in the second year of the phase-in. The assumed EBITDA synergies, including the cost to achieve such synergies, are referred to as the management assumed synergies. The management assumed synergies were provided to BofA, which was directed by Norfolk Southern management and the Norfolk Southern board to use and rely upon such assumed synergies, net of illustrative assumed concessions, for purposes of its financial analysis and fairness opinion. In addition, the management assumed synergies were provided to Morgan Stanley and Wells Fargo, who were each directed by Union Pacific management and the Union Pacific board to use and rely upon such assumed synergies, net of illustrative assumed concessions (such assumed net synergies of $2.0 billion are referred to as the Union Pacific management net synergies, as used below in "*Opinions of Union Pacific's Financial Advisors*" beginning on page 112), for purposes of their respective financial analyses and fairness opinions.

See "*General Information Regarding the Forecasts*" beginning on page 110 for further information regarding the uncertainties underlying the synergies, which section shall be read to apply equally to the management assumed synergies to the same extent as the UP management unaudited projections and Norfolk Southern management unaudited projections, as applicable, as well as "*Cautionary Note Regarding Forward-Looking Statements*" and "*Risk Factors*" beginning on pages 53 and 55, respectively, for further information regarding the uncertainties and factors associated with realizing the synergies in connection with the mergers.

General Information Regarding the Forecasts

The UP management unaudited projections and Norfolk Southern management unaudited projections were not prepared with a view toward public disclosure or toward complying with GAAP, nor were they prepared with a view toward compliance with the published guidelines of the SEC or the guidelines established by the American Institute of Certified Public Accountants for preparation and presentation of projections of prospective financial information. The non-GAAP financial measures used in the UP management unaudited projections were approved by Union Pacific management and the Union Pacific board for use by Morgan Stanley and Wells Fargo in connection with the opinions delivered by Morgan Stanley and Wells Fargo to the Union Pacific board and were relied upon by the Union Pacific board in connection with its consideration of the mergers. The non-GAAP financial measures used in the Norfolk Southern management unaudited projections were approved by Norfolk Southern management and the Norfolk Southern board for use by BofA in connection with the opinion delivered by BofA to the Norfolk Southern board and were relied upon by the Norfolk Southern board in connection with its consideration of the mergers. The SEC rules, which would otherwise require a reconciliation of a non-GAAP financial measure to a GAAP financial measure, do not apply to non-GAAP financial measures provided to Morgan Stanley, Wells Fargo, BofA, or to the Union Pacific or Norfolk Southern respective boards in connection with a proposed business combination like the mergers if the disclosure is included in a document like this joint proxy statement/prospectus. In addition, reconciliations of non-GAAP financial measures to a GAAP financial measure were not relied upon by Morgan Stanley, Wells Fargo, or BofA for purposes of their opinions or by the Union Pacific or Norfolk Southern respective boards in connection with their consideration of the merger agreement, the mergers, and the merger consideration. Accordingly, neither Union Pacific nor Norfolk Southern have provided reconciliations of the financial measures included in the UP management unaudited projections or the Norfolk Southern management unaudited projections to the relevant GAAP financial measures. The UP management unaudited projections and Norfolk Southern management unaudited projections contain certain non-GAAP financial measures that Union Pacific and Norfolk Southern believe are helpful in understanding their past financial performance and future results. Union Pacific management and Norfolk Southern management regularly use a variety of financial measures that are not in accordance with GAAP for forecasting, budgeting, and measuring financial performance. The non-GAAP financial measures are not meant to be considered in isolation or as a substitute for comparable GAAP measures. While Union Pacific and Norfolk Southern believe that these non-GAAP financial measures provide meaningful information to help investors understand the operating results and to analyze Union Pacific and Norfolk Southern's respective financial and business trends on a period-to-period basis, there are limitations associated with the use of these non-GAAP financial measures. These non-GAAP financial measures are not prepared in accordance with GAAP, are not reported by all of either Union Pacific or Norfolk Southern's competitors, and may not be directly comparable to similarly titled measures of Union Pacific or Norfolk Southern's competitors due to potential differences in the exact method of calculation. The UP management unaudited projections and the Norfolk Southern management unaudited projections may differ from published analyst estimates and forecasts and do not take into account any events or circumstances after the date they were prepared, including the announcement of the merger agreement. Furthermore, the UP management unaudited projections and the Norfolk Southern management unaudited projections do not take into account the effect of any failure to complete the mergers and should not be viewed as accurate or continuing in that context.

While the UP management unaudited projections and the Norfolk Southern management unaudited projections are presented with numerical specificity, the UP management unaudited projections and the Norfolk Southern management unaudited projections were based on numerous variables and assumptions (including, but not

limited to, those related to industry performance and competition, general business, economic, market, and financial conditions, and additional matters specific to Union Pacific and Norfolk Southern's businesses or which are difficult to predict but subject to significant economic and competitive uncertainties) that are inherently uncertain and may be beyond Union Pacific management's and Norfolk Southern management's control. Further, given that the UP management unaudited projections and the Norfolk Southern management unaudited projections cover multiple years, by their nature, they become subject to greater uncertainty with each successive year beyond their preparation. The ability to achieve the performance contemplated by the UP management unaudited projections and the Norfolk Southern management unaudited projections depends on, in part, whether or not strategic goals, objectives, and targets are reached over the applicable period. The assumptions upon which the UP management unaudited projections and the Norfolk Southern management unaudited projections were based necessarily involve judgments with respect to, among other things, future economic, competitive, and regulatory conditions and financial market conditions and future business decisions that may not be realized and that are inherently subject to significant business, economic, competitive, and regulatory uncertainties and contingencies, including, among other things, Union Pacific and Norfolk Southern's respective ability to achieve strategic goals, objectives, and targets over applicable periods, the inherent uncertainty of the business and economic conditions affecting the industry in which Union Pacific and Norfolk Southern operate, and the risks and uncertainties described in the section "*Cautionary Note Regarding Forward-Looking Statements*" beginning on page 53 and "*Risk Factors*" beginning on page 55, all of which are difficult or impossible to predict accurately and many of which are beyond Union Pacific and Norfolk Southern's respective control. The UP management unaudited projections and the Norfolk Southern management unaudited projections also reflect assumptions by Union Pacific and Norfolk Southern's respective management that are subject to change and are susceptible to multiple interpretations and periodic revisions based on actual results, revised respective prospects for the Union Pacific and Norfolk Southern businesses, changes in general business or economic conditions, or any other transaction or event that has occurred or that may occur and that was not anticipated when such projections were prepared. Modeling and forecasting the future performance of a company is a highly speculative endeavor. Since the financial projections cover a long period of time, the financial projections by their nature are unlikely to anticipate each circumstance that will have an effect on the commercial value of Union Pacific and Norfolk Southern's respective services.

Accordingly, there can be no assurance that the UP management unaudited projections and the Norfolk Southern management unaudited projections will be realized, and actual results may differ, and may differ materially, from those shown. The inclusion of the UP management unaudited projections and the Norfolk Southern management unaudited projections in this joint proxy statement/prospectus should not be regarded as an indication that any of Union Pacific, Norfolk Southern, Morgan Stanley, Wells Fargo, BofA, or any of their respective affiliates, officers, directors, advisors, or other representatives considered or consider the UP management unaudited projections and the Norfolk Southern management unaudited projections necessarily predictive of actual future events, and the UP management unaudited projections and the Norfolk Southern management unaudited projections should not be relied upon as such. None of Union Pacific, Norfolk Southern, Morgan Stanley, Wells Fargo, BofA, or any of their respective affiliates, officers, directors, advisors, or other representatives can give any assurance that actual results will not differ from the UP management unaudited projections or the Norfolk Southern management unaudited projections. None of Union Pacific, Norfolk Southern, Morgan Stanley, Wells Fargo, BofA, or any of their respective affiliates, officers, directors, advisors, or other representatives has made or makes any representation to any shareholder or other person regarding the ultimate performance of Union Pacific or Norfolk Southern compared to the information contained in the UP management unaudited projections and the Norfolk Southern management unaudited projections or that forecasted results will be achieved.

In addition, the UP management unaudited projections and the Norfolk Southern management unaudited projections have not been updated or revised to reflect information or results after the date they were prepared or as of the date of this joint proxy statement/prospectus, and except as required by applicable securities laws, Union Pacific and Norfolk Southern do not intend to update or otherwise revise the UP management unaudited projections or the Norfolk Southern management unaudited projections or the specific portions presented to

reflect circumstances existing after the date when made or to reflect the occurrence of future events, even in the event that any or all of the underlying assumptions are shown to be in error.

The UP management unaudited projections were prepared by, and are the responsibility of, Union Pacific management. Neither Deloitte & Touche LLP nor any other independent accountants have audited, reviewed, examined, compiled, or applied any agreed-upon procedures with respect to the UP management unaudited projections contained herein and, accordingly, Deloitte & Touche LLP does not express any opinion or any other form of assurance with respect thereto or its achievability, and assumes no responsibility for, and disclaims any association with, the prospective financial information. The Deloitte & Touche LLP reports incorporated by reference relate to Union Pacific's previously issued financial statements incorporated herein. It does not extend to the UP management unaudited projections and should not be read to do so.

The Norfolk Southern management unaudited projections were prepared by, and are the responsibility of, Norfolk Southern management. Neither KPMG LLP nor any other independent accountants have audited, reviewed, examined, compiled, or applied any agreed-upon procedures with respect to the Norfolk Southern management unaudited projections contained herein and, accordingly, KPMG LLP does not express any opinion or any other form of assurance with respect thereto or its achievability, and assumes no responsibility for, and disclaims any association with, the prospective financial information. The KPMG LLP report incorporated by reference relates to Norfolk Southern's previously issued financial statements incorporated herein. It does not extend to the Norfolk Southern management unaudited projections and should not be read to do so.

Opinions of Union Pacific's Financial Advisors

Opinion of Morgan Stanley & Co. LLC

The Union Pacific board retained Morgan Stanley to provide it with financial advisory services in connection with a possible acquisition, merger, or similar business combination, and, if requested by the Union Pacific board, a financial opinion with respect thereto. Union Pacific selected Morgan Stanley to act as its financial advisor based on Morgan Stanley's qualifications, expertise, and reputation and its knowledge of the financial services industry, market and regulatory environment and business and affairs of Union Pacific. Morgan Stanley rendered to the Union Pacific board, at its special meeting on July 28, 2025, its oral opinion, subsequently confirmed by delivery of a written opinion dated July 28, 2025, that, as of that date, and based upon and subject to the assumptions made, procedures followed, matters considered, and qualifications and limitations on the scope of review undertaken by Morgan Stanley as set forth therein, the merger consideration was fair, from a financial point of view, to Union Pacific.

The full text of the written opinion of Morgan Stanley, dated July 28, 2025, is attached as Annex B and incorporated by reference into this joint proxy statement/prospectus. The opinion sets forth, among other things, the assumptions made, procedures followed, matters considered, and qualifications and limitations on the scope of review undertaken by Morgan Stanley in rendering its opinion. Shareholders are urged to, and should, read the opinion carefully and in its entirety. Morgan Stanley's opinion is directed to the Union Pacific board and addresses only the fairness, from a financial point of view, to Union Pacific of the merger consideration as of the date of the opinion. Morgan Stanley's opinion does not address any other aspect of the transactions contemplated by the merger agreement and does not constitute a recommendation to shareholders of Union Pacific or Norfolk Southern as to how to act or vote in connection with the mergers or any other matter or whether to take any other action with respect to the mergers. The summary of Morgan Stanley's opinion set forth in this joint proxy statement/prospectus is qualified in its entirety by reference to the full text of the opinion. In addition, the opinion does not in any manner address the price at which Union Pacific common stock will trade following the consummation of the mergers or at any time.

In connection with rendering its opinion, Morgan Stanley, among other things:

1) reviewed certain publicly available financial statements and other business and financial information of Union Pacific and Norfolk Southern, respectively;

2) reviewed certain internal financial statements and other financial and operating data concerning Union Pacific and Norfolk Southern, respectively;

3) reviewed the UP management unaudited UP projections and the UP management unaudited NS projections, which were approved for use by each of Morgan Stanley and Wells Fargo by the Union Pacific board;

4) reviewed the Norfolk Southern management unaudited projections;

5) reviewed the Union Pacific management net synergies, which were approved for use by each of Morgan Stanley and Wells Fargo by the Union Pacific board;

6) discussed the past and current operations and financial condition and the prospects of Norfolk Southern, including information relating to certain strategic, financial, and operational benefits anticipated from the mergers, with senior executives of Norfolk Southern and Union Pacific;

7) discussed the past and current operations and financial condition and the prospects of Union Pacific, including information relating to certain strategic, financial, and operational benefits anticipated from the mergers, with senior executives of the Union Pacific;

8) reviewed the pro forma impact of the mergers on Union Pacific's earnings per share, cash flow, consolidated capitalization, and certain financial ratios;

9) reviewed the reported prices and trading activity for the Norfolk Southern common stock and the Union Pacific common stock;

10) compared the financial performance of Norfolk Southern and Union Pacific and the prices and trading activity of the Norfolk Southern common stock and the Union Pacific common stock with that of certain other publicly traded companies comparable with Norfolk Southern and Union Pacific, respectively, and their securities;

11) reviewed the financial terms, to the extent publicly available, of certain comparable acquisition transactions;

12) participated in certain discussions and negotiations among representatives of Norfolk Southern and Union Pacific and their financial and legal advisors;

13) reviewed the merger agreement and certain related documents; and

14) performed such other analyses, reviewed such other information, and considered such other factors as Morgan Stanley deemed appropriate.

Morgan Stanley assumed and relied upon, without independent verification, the accuracy and completeness of the information that was publicly available or supplied or otherwise made available to Morgan Stanley by Norfolk Southern and Union Pacific, and formed a substantial basis for its opinion. With respect to the financial projections, including information relating to certain strategic, financial and operational benefits anticipated from the mergers, at the direction of the Union Pacific board, Morgan Stanly utilized the UP management unaudited projections and the Union Pacific management net synergies for the purposes of this opinion, and Morgan Stanley assumed that they had been reasonably prepared on bases reflecting the best then-currently available estimates and judgments of Union Pacific management of the future financial performance of Norfolk Southern and Union Pacific. Morgan Stanley expressed no views as to the reasonableness of the UP management unaudited projections, the Union Pacific management net synergies or any other financial projections or the assumptions on which they are based. Morgan Stanley relied upon, without independent verification, the assessment by Union Pacific management of (i) the strategic, financial and operational benefits expected to result from the mergers, (ii) the timing and risks associated with the integration of Norfolk Southern and Union Pacific, (iii) the ability to retain key employees of Norfolk Southern and Union Pacific, and (iv) the validity of, and risks associated with, Norfolk Southern and Union Pacific's existing and future technologies, intellectual property, products, services, and business models. In addition, Morgan Stanley assumed that the mergers will be consummated in accordance with the terms set forth in the merger agreement without any waiver or amendment of any terms or conditions material to Morgan Stanley's analysis, including, among other things, that the mergers will be treated as a tax-free reorganization pursuant to the Internal Revenue Code of 1986, as amended. Morgan

Stanley assumed that in connection with the receipt of all the necessary governmental, regulatory, or other approvals and consents required for the proposed mergers, no delays, limitations, conditions, or restrictions would be imposed that would have a material adverse effect on the contemplated benefits expected to be derived in the proposed mergers. Morgan Stanley is not a legal, tax, or regulatory advisor. Morgan Stanley is a financial advisor only and relied upon, without independent verification, the assessment of Norfolk Southern and Union Pacific and their legal, tax, or regulatory advisors with respect to legal, tax, or regulatory matters. Morgan Stanley expressed no opinion with respect to the fairness of the amount or nature of the compensation to any of Norfolk Southern's officers, directors, or employees, or any class of such persons, relative to the merger consideration. Morgan Stanley's opinion did not address the relative merits of the transactions contemplated by the merger agreement as compared to other business or financial strategies that might be available to Union Pacific, nor did it address the underlying business decision of Union Pacific to enter into the merger agreement or proceed with any other transaction contemplated by the merger agreement. Morgan Stanley's opinion was limited solely to the fairness of the merger consideration to be paid by Union Pacific pursuant to the merger agreement, from a financial point of view, to Union Pacific, and Morgan Stanley did not express any view on, and Morgan Stanley's opinion did not address, any other term or aspect of the merger agreement or the transactions contemplated thereby or any term or aspect of any other agreement or instrument contemplated by the merger agreement or entered into or amended in connection therewith. Morgan Stanley did not make any independent valuation or appraisal of the assets or liabilities of Norfolk Southern or Union Pacific, nor was Morgan Stanley furnished with any such valuations or appraisals. Morgan Stanley's opinion was necessarily based on financial, economic, market, and other conditions as in effect on, and the information made available to Morgan Stanley as of July 28, 2025. Events occurring after such date may affect Morgan Stanley's opinion and the assumptions used in preparing it, and Morgan Stanley did not assume any obligation to update, revise, or reaffirm this opinion.

The following is a brief summary of the material analyses performed by Morgan Stanley in connection with its oral opinion and the preparation of its written opinion letter dated July 28, 2025. Except as otherwise noted, the following quantitative information, to the extent that it is based on market data, is based on market data as of July 16, 2025, the last trading day prior to press speculation that Union Pacific had engaged a financial advisor for a potential acquisition of Norfolk Southern (which is referred to as the unaffected date). Some of these summaries of financial analyses include information presented in tabular format. In order to fully understand the financial analyses used by Morgan Stanley, the tables must be read together with the text of each summary. The tables alone do not constitute a complete description of the financial analyses.

Analyses Related to Norfolk Southern

Public Trading Comparable Company Analysis

Morgan Stanley performed a public trading comparable company analysis, which attempts to provide an implied value of a company by comparing it to similar companies that are publicly traded. Morgan Stanley reviewed and compared certain financial information of Norfolk Southern with corresponding publicly available financial information for other Class I railroads that shared certain similar characteristics to Norfolk Southern to derive an implied valuation range for Norfolk Southern. The companies used in this comparison were the following:

- Union Pacific;
- Norfolk Southern;
- CSX Corporation;
- Canadian National Railway Company; and
- Canadian Pacific Kansas City Limited.

The above companies were chosen based on Morgan Stanley's knowledge of the industry and because they have businesses that may be considered similar to Norfolk Southern's business. Although none of such companies are

identical or directly comparable to Norfolk Southern, these companies are publicly traded companies with operations and/or other criteria, such as lines of business, markets, business risks, growth prospects, maturity of business, and size and scale of business, that for purposes of its analysis Morgan Stanley considered similar to Norfolk Southern.

For purposes of this analysis, Morgan Stanley analyzed the following statistics of each of these companies, based on public filings, publicly available research estimates, and publicly available financial information published by Capital IQ:

- the ratio of aggregate value (which is referred to as AV), calculated as the market value of equity plus short-term debt, long-term debt, finance leases, preferred equity and non-controlling interests, net of cash, cash equivalents, and investments to estimated next twelve months (which is referred to as NTM) adjusted EBITDA (which is referred to as the AV / NTM Adj. EBITDA Ratio); and
- the ratio of stock price to estimated NTM adjusted earnings per share (which is referred to as the Price / NTM Adj. EPS Ratio).

The results of Morgan Stanley's analysis were presented for the comparable companies, as indicated in the following tables:

AV / NTM Adj. EBITDA Ratio

Comparable Company	Current	1-Year Average	5-Year Average
Union Pacific	13.2x	13.6x	13.8x
Norfolk Southern	12.1x	12.2x	12.4x
CSX Corporation	11.9x	11.1x	11.7x
Canadian National Railway Company	12.1x	12.5x	13.8x
Canadian Pacific Kansas City Limited	15.3x	15.3x	14.9x
US Class I Railroads Average	12.4x	12.3x	12.6x
Class I Railroads Average	12.9x	12.9x	13.4x

Price / NTM Adj. EPS Ratio

Comparable Company	Current	1-Year Average	5-Year Average
Union Pacific	19.5x	20.0x	20.3x
Norfolk Southern	19.8x	18.9x	19.2x
CSX Corporation	19.2x	17.3x	18.2x
Canadian National Railway Company	17.9x	18.6x	21.0x
Canadian Pacific Kansas City Limited	22.7x	22.7x	23.1x
US Class I Railroads Average	19.5x	18.8x	19.2x
Class I Railroads Average	19.8x	19.5x	20.6x

Based on its analysis of the relevant metrics for each of the comparable companies and upon the application of its professional judgment and experience, Morgan Stanley selected representative ranges of AV / NTM Adj. EBITDA Ratio and Price / NTM Adj. EPS Ratio and applied these ranges to Norfolk Southern's estimated NTM Adjusted EBITDA as of June 30, 2025, of $6,092 million based on the UP management unaudited NS projections and to Norfolk Southern's estimated NTM Adj. EPS as of June 30, 2025, of $13.49 based on the UP management unaudited NS projections. Morgan Stanley then calculated a range of implied equity values per share of Norfolk Southern common stock as follows, in each case rounded to the nearest $1.00:

Calendar Year Financial Statistic	Selected Representative Range	Implied Equity Value Per Share of Norfolk Southern Common Stock
AV / NTM Adj. EBITDA Ratio	11.5x – 13.5x	$ 254 – $308
Price / NTM Adj. EPS Ratio	18.0x – 21.5x	$ 243 – $290

Morgan Stanley compared the foregoing ranges of implied equity values per share of Norfolk Southern common stock to the closing trading price of Norfolk Southern common stock as of the unaffected date (which is referred to as the unaffected Norfolk Southern share price) of $260.32 per share and the implied value of the merger consideration, based on the closing trading price of Union Pacific common stock as of the unaffected date (which is referred to as the implied consideration value), of $320.00 per share.

No company included in the comparable public company analysis is identical to Norfolk Southern. In evaluating comparable companies, Morgan Stanley made judgments and assumptions with regard to industry performance, general business, economic, market, and financial conditions, and other matters, which are beyond the control of Norfolk Southern. These include, among other things, the impact of competition on the business of Norfolk Southern and the industry generally, industry growth, and the absence of any adverse material change in the financial condition and prospects of Norfolk Southern and the industry, and in the financial markets in general. Mathematical analysis is not in itself a meaningful method of using comparable company data.

Discounted Equity Value Analysis

Morgan Stanley performed a discounted equity value analysis, which is designed to provide insight into a theoretical estimate of the future implied value of a company's common equity as a function of such company's estimated future earnings and a theoretical range of trading multiples. The resulting estimated future implied value of equity is subsequently discounted back to the present day at the company's cost of equity in order to arrive at an illustrative estimate of the present value for the company's theoretical future implied stock price. Morgan Stanley used a discount rate of 9.5%, to reflect Norfolk Southern's estimated cost of equity. Cost of equity was calculated using the Capital Asset Pricing Model (which is referred to as the CAPM). The CAPM takes into account market risk premium, risk-free rate, and beta of the underlying stock.

In arriving at the implied equity values per share of Norfolk Southern common stock, Morgan Stanley applied a representative range of the ratio of AV to NTM Adjusted EBITDA as of January 1, 2027 (which is referred to as the AV / 1/1/2027 NTM Adj. EBITDA Ratio), of 11.5x to 13.5x, derived by Morgan Stanley using its experience and professional judgment, to Norfolk Southern's estimated NTM Adjusted EBITDA as of January 1, 2027, of $6,663 million, then subtracted the amount of Norfolk Southern's estimated net debt, and then divided the resulting implied equity values for Norfolk Southern by Norfolk Southern's fully diluted shares outstanding, in each case based on the UP management unaudited NS projections. Morgan Stanley then discounted the resulting implied equity values per share to June 30, 2025, at a discount rate of 9.5%, selected by Morgan Stanley based on the application of its professional judgment and experience to reflect Norfolk Southern's estimated cost of equity. Morgan Stanley then added the cumulative present value of dividends to derive ranges of implied equity values per share for Norfolk Southern. Based on this analysis, Morgan Stanley derived a range of implied equity values per share of Norfolk Southern common stock of $259 to $312, in each case rounded to the nearest $1.00.

In arriving at the implied equity values per share of Norfolk Southern common stock, Morgan Stanley also applied a representative range of the ratio of stock price to NTM estimated adjusted earnings per share (which is referred to as Adj. EPS) as of January 1, 2027 (which is referred to as the Price / 1/1/2027 NTM EPS Ratio), of 18.0x to 21.5x, derived by Morgan Stanley using its experience and professional judgment, to Norfolk Southern's estimated NTM Adj. EPS as of January 1, 2027, of $15.72 based on the UP management unaudited NS projections. Morgan Stanley then discounted the resulting equity values per share to June 30, 2025, at a discount rate of 9.5%, selected by Morgan Stanley based on the application of its professional judgment and experience to reflect Norfolk Southern's estimated cost of equity. Morgan Stanley then added the cumulative present value of dividends to derive ranges of implied equity values per share. Based on this analysis, Morgan Stanley derived a range of implied equity values per share of Norfolk Southern common stock of $266 to $316, in each case rounded to the nearest $1.00.

The following table summarizes Morgan Stanley's analysis:

Calendar Year Financial Statistic	Selected Representative Range	Implied Value Per Share Range for Norfolk Southern
AV / 1/1/2027 NTM Adj. EBITDA Ratio	11.5x – 13.5x	$ 259 – $312
Price / 1/1/2027 NTM EPS Ratio	18.0x – 21.5x	$ 266 – $316

Morgan Stanley compared the foregoing ranges of implied equity values per share of Norfolk Southern common stock to the unaffected Norfolk Southern share price of $260.32 per share and the implied consideration value of $320.00 per share.

Discounted Cash Flow Analysis

Morgan Stanley performed a discounted cash flow analysis (excluding synergies), which is designed to provide an implied value of a company by calculating the present value of the estimated future unlevered free cash flows and terminal value of such company. Morgan Stanley calculated a range of implied equity values per share of Norfolk Southern common stock as of June 30, 2025, based on estimates of future unlevered free cash flows for the six months ending December 31, 2025, and fiscal years 2026 through 2031 contained in the UP management unaudited NS projections, including net debt of Norfolk Southern as of June 30, 2025, of $12,915 million. Morgan Stanley also calculated a range of terminal values for Norfolk Southern based on a last twelve months (which is referred to as LTM) EBITDA terminal multiple range of 12.0x to 14.5x, which was selected based on Morgan Stanley's professional judgment and experience. The estimated unlevered free cash flows and the range of terminal values were then discounted to June 30, 2025, by applying a discount rate range of 7.8% to 8.6%, which was selected based on Morgan Stanley's professional judgment and experience, to reflect Norfolk Southern's estimated weighted average cost of capital (which is referred to as WACC).

This analysis indicated a range of implied equity values per share of Norfolk Southern common stock of $274 to $342, in each case rounded to the nearest $1.00.

Morgan Stanley then performed a discounted cash flow analysis of the Union Pacific management net synergies, calculating a range of implied equity values per share of Norfolk Southern common stock as of June 30, 2025, based on estimates of future unlevered free cash flows from the Union Pacific management net synergies for the six months ending December 31, 2025, and fiscal years 2026 through 2031. Morgan Stanley also calculated a range of terminal values for the Union Pacific management net synergies based on a blended multiple range of 12.7x to 15.2x, which was calculated based on the weighted average of the LTM EBITDA terminal multiple ranges selected for the Norfolk Southern and Union Pacific discounted cash flow analyses (excluding synergies). The estimated unlevered free cash flows and the range of terminal values were then discounted to June 30, 2025, by applying a discount rate range of 7.7% to 8.5%, which was calculated based on the weighted average WACC ranges selected for the Norfolk Southern and Union Pacific discounted cash flow analyses (excluding synergies). The results of this analysis were then added to the implied equity values per share of Norfolk Southern common stock derived from the discounted cash flow analysis (excluding synergies).

This analysis indicated a range of implied equity values per share of Norfolk Southern common stock of $358 to $444, in each case rounded to the nearest $1.00.

The following table summarizes Morgan Stanley's analysis:

Financial Statistic	Implied Equity Value Per Share of Norfolk Southern
Excluding Synergies: 7.8% – 8.6% WACC; 12.0x – 14.5x LTM EBITDA Terminal Multiple	$ 274 – $342
Including Union Pacific Management Net Synergies at Blended WACC of 7.7% – 8.5% and LTM EBITDA Terminal Multiple of 12.7x – 15.2x	$ 358 – $444

Morgan Stanley compared the foregoing ranges of implied equity values per share of Norfolk Southern common stock to the unaffected Norfolk Southern share price of $260.32 per share and the implied consideration value of $320.00 per share.

Other Factors:

Morgan Stanley observed certain additional factors that were not considered part of its financial analyses with respect to its opinion but were referenced for informational purposes, including, among other things, the following:

- *Analysis of Precedent Transactions.* For reference only and not as a component of its fairness analysis, Morgan Stanley performed a precedent transactions analysis, which is designed to imply the value of a company based on publicly available financial terms of selected transactions. Morgan Stanley compared publicly available statistics for 19 transactions since 1994 in which the target company was a Class I, Class II, or Short Line railroad. Morgan Stanley reviewed the transactions below for, among other things, the ratio of enterprise value implied by the consideration paid in each transaction to each target company's EBITDA for the 12-month period prior to the transaction announcement date based on publicly available data as of the date of such announcement.

  Based on its analysis of the relevant metrics and time frame for each of the transactions and upon the application of its professional judgment and experience, Morgan Stanley selected a representative range of AV to LTM Adjusted EBITDA as of June 30, 2025, multiples of 13.0x to 16.0x and applied these ranges to Norfolk Southern's LTM Adjusted EBITDA as of June 30, 2025. Morgan Stanley calculated the estimated implied value per share of Norfolk Southern common stock as $269 to $344 per share, in each case rounded to the nearest $1.00.

  No company or transaction utilized in the precedent transaction analysis is identical to Norfolk Southern or the mergers. In evaluating the precedent transactions, Morgan Stanley made judgments and assumptions with regard to general business, market, and financial conditions and other matters, which are beyond the control of Norfolk Southern and Union Pacific, such as the impact of competition on the business of Norfolk Southern, Union Pacific, or the industry generally, industry growth, and the absence of any adverse material change in the financial condition of Norfolk Southern, Union Pacific, or the industry or in the financial markets in general, which could affect the public trading value of the companies and the aggregate value of the transactions to which they are being compared.

- *Brokers' Price Targets.* For reference only and not as a component of its fairness analysis, Morgan Stanley reviewed and analyzed future public market trading price targets for Norfolk Southern common stock prepared and published by 19 equity research analysts as of the unaffected date. These targets generally reflect each analyst's estimate of the future public market trading price of Norfolk Southern common stock. The range of broker price targets for Norfolk Southern common stock was $174 to $300 per share. The public market trading price targets published by securities research analysts do not necessarily reflect current market trading prices for Norfolk Southern common stock and these

estimates are subject to uncertainties, including the future financial performance of Norfolk Southern and future financial market conditions.

- *Historical Trading Range.* For reference only and not as a component of its fairness analysis, Morgan Stanley reviewed the intraday low and high per share trading range for Norfolk Southern common stock for the 52-week period ending on the unaffected date. Morgan Stanley observed that, during such period, the trading range was $202 to $278 per share of Norfolk Southern common stock.

Analyses Related to Union Pacific

Public Trading Comparable Company Analysis

Morgan Stanley performed a public trading comparable company analysis, which attempts to provide an implied value of a company by comparing it to similar companies that are publicly traded. Morgan Stanley reviewed and compared certain financial information of Union Pacific with corresponding publicly available financial information for other Class I railroads that shared certain similar characteristics to Union Pacific to derive an implied valuation range for Union Pacific. The companies used in this comparison were the following:

- Union Pacific;
- Norfolk Southern;
- CSX Corporation;
- Canadian National Railway Company; and
- Canadian Pacific Kansas City Limited.

The above companies were chosen based on Morgan Stanley's knowledge of the industry and because they have businesses that may be considered similar to Union Pacific's business. Although none of such companies are identical or directly comparable to Union Pacific, these companies are publicly traded companies with operations and/or other criteria, such as lines of business, markets, business risks, growth prospects, maturity of business, and size and scale of business, that for purposes of its analysis Morgan Stanley considered similar to Union Pacific.

For purposes of this analysis, Morgan Stanley analyzed the following statistics of each of these companies, based on public filings, publicly available research estimates, and publicly available financial information published by Capital IQ:

- the AV / NTM Adj. EBITDA Ratio; and
- the Price / NTM Adj. EPS Ratio.

The results of Morgan Stanley's analysis were presented for the comparable companies, as indicated in the following tables:

AV / NTM Adj. EBITDA Ratio

Comparable Company	Current	1-Year Average	5-Year Average
Union Pacific	13.2x	13.6x	13.8x
Norfolk Southern	12.1x	12.2x	12.4x
CSX Corporation	11.9x	11.1x	11.7x
Canadian National Railway Company	12.1x	12.5x	13.8x
Canadian Pacific Kansas City Limited	15.3x	15.3x	14.9x
US Class I Railroads Average	12.4x	12.3x	12.6x
Class I Railroads Average	12.9x	12.9x	13.4x

Comparable Company	Price / NTM Adj. EPS Ratio Current	1-Year Average	5-Year Average
Union Pacific	19.5x	20.0x	20.3x
Norfolk Southern	19.8x	18.9x	19.2x
CSX Corporation	19.2x	17.3x	18.2x
Canadian National Railway Company	17.9x	18.6x	21.0x
Canadian Pacific Kansas City Limited	22.7x	22.7x	23.1x
US Class I Railroads Average	19.5x	18.8x	19.2x
Class I Railroads Average	19.8x	19.5x	20.6x

Based on its analysis of the relevant metrics for each of the comparable companies and upon the application of its professional judgment and experience, Morgan Stanley selected representative ranges of AV / NTM Adj. EBITDA Ratio and Price / NTM Adj. EPS Ratio and applied these ranges to Union Pacific's estimated NTM Adjusted EBITDA as of June 30, 2025, of $12,766 million based on the UP management unaudited UP projections and to Union Pacific's estimated NTM Adj. EPS as of June 30, 2025, of $12.24 based on the UP management unaudited UP projections. Morgan Stanley then calculated a range of implied equity values per share of Union Pacific common stock as follows, in each case rounded to the nearest $1.00:

Calendar Year Financial Statistic	Selected Representative Range	Implied Equity Value Per Share of Union Pacific Common Stock
AV / NTM Adj. EBITDA Ratio	12.5x – 14.5x	$ 217 – $260
Price / NTM Adj. EPS Ratio	18.5x – 22.0x	$ 226 – $269

Morgan Stanley compared the foregoing ranges of implied equity values per share of Union Pacific common stock to the closing trading price of Union Pacific common stock as of the unaffected date (which is referred to as the unaffected Union Pacific share price) of $231.18 per share.

No company included in the comparable public company analysis is identical to Union Pacific. In evaluating comparable companies, Morgan Stanley made judgments and assumptions with regard to industry performance, general business, economic, market and financial conditions, and other matters, which are beyond the control of Union Pacific. These include, among other things, the impact of competition on the business of Union Pacific and the industry generally, industry growth, and the absence of any adverse material change in the financial condition and prospects of Union Pacific and the industry, and in the financial markets in general. Mathematical analysis is not in itself a meaningful method of using comparable company data.

Discounted Equity Value Analysis

Morgan Stanley performed a discounted equity value analysis, which is designed to provide insight into a theoretical estimate of the future implied value of a company's common equity as a function of such company's estimated future earnings and a theoretical range of trading multiples. The resulting estimated future implied value of equity is subsequently discounted back to the present day at the company's cost of equity in order to arrive at an illustrative estimate of the present value for the company's theoretical future implied stock price. Morgan Stanley used a discount rate of 9.0% to reflect Union Pacific's estimated cost of equity. Cost of equity was calculated using the CAPM. The CAPM takes into account market risk premium, risk-free rate and beta, of the underlying stock.

In arriving at the implied equity values per share of Union Pacific common stock, Morgan Stanley applied a representative range of AV / 1/1/2027 NTM Adj. EBITDA Ratios of 12.5x to 14.5x, derived by Morgan Stanley using its experience and professional judgment, to Union Pacific's estimated NTM Adjusted EBITDA as of January 1, 2027, of $13,664 million, then subtracted the amount of Union Pacific estimated net debt, and then divided the resulting implied equity values for Union Pacific by Union Pacific's fully diluted shares outstanding,

in each case based on the UP management unaudited UP projections. Morgan Stanley then discounted the resulting implied equity values per share to June 30, 2025, at a discount rate of 9.0%, selected by Morgan Stanley based on the application of its professional judgment and experience to reflect Union Pacific's estimated cost of equity. Morgan Stanley then added the cumulative present value of dividends to derive ranges of implied equity values per share for Union Pacific. Based on this analysis, Morgan Stanley derived a range of implied equity values per share of Union Pacific common stock of $221 to $264, in each case rounded to the nearest $1.00.

In arriving at the implied equity values per share of Union Pacific common stock, Morgan Stanley also applied a representative range of Price / 1/1/2027 NTM Adj. EPS Ratios of 18.5x to 22.0x, derived by Morgan Stanley using its experience and professional judgment, to Union Pacific's estimated NTM Adj. EPS as of January 1, 2027, of $13.52 based on the UP management unaudited UP projections. Morgan Stanley then discounted the resulting equity values per share to June 30, 2025, at a discount rate of 9.0%, selected by Morgan Stanley based on the application of its professional judgment and experience to reflect Union Pacific's estimated cost of equity. Morgan Stanley then added the cumulative present value of dividends to derive ranges of implied equity values per share. Based on this analysis, Morgan Stanley derived a range of implied equity values per share of Union Pacific common stock of $227 to $269, in each case rounded to the nearest $1.00.

The following table summarizes Morgan Stanley's analysis:

Calendar Year Financial Statistic	Selected Representative Range	Implied Value Per Share Range for Union Pacific
AV / 1/1/2027 NTM Adj. EBITDA Ratio	12.5x – 14.5x	$ 221 – $264
Price / 1/1/2027 NTM Adj. EPS Ratio	18.5x – 22.0x	$ 227 – $269

Morgan Stanley compared the foregoing range of implied equity values per share of Union Pacific common stock to the unaffected Union Pacific share price of $231.18 per share and the implied consideration value of $320.00 per share.

Discounted Cash Flow Analysis

Morgan Stanley performed a discounted cash flow analysis (excluding synergies), which is designed to provide an implied value of a company by calculating the present value of the estimated future unlevered free cash flows and terminal value of such company. Morgan Stanley calculated a range of implied equity values per share of Union Pacific common stock as of June 30, 2025, based on estimates of future unlevered free cash flows for the six months ending December 31, 2025, and fiscal years 2026 through 2031 contained in the UP management unaudited UP projections, including net debt of Union Pacific as of June 30, 2025, of $30,665 million. Morgan Stanley also calculated a range of terminal values for Union Pacific based on an LTM EBITDA terminal multiple range of 13.0x to 15.5x, which was selected based on Morgan Stanley's professional judgment and experience. The estimated unlevered free cash flows and the range of terminal values were then discounted to June 30, 2025, by applying a discount rate range of 7.6% to 8.4%, which was selected based on Morgan Stanley's professional judgment and experience, to reflect Union Pacific's estimated WACC.

This analysis indicated a range of implied equity values per share of Union Pacific common stock of $224 to $277, in each case rounded to the nearest $1.00.

The following table summarizes Morgan Stanley's analysis:

Financial Statistic	Implied Equity Value Per Share of Union Pacific
7.6% – 8.4% WACC; 13.0x – 15.5x LTM EBITDA Terminal Multiple	$ 224 – $277

Other Factors:

Morgan Stanley observed certain additional factors that were not considered part of its financial analyses with respect to its opinion but were referenced for informational purposes, including, among other things, the following:

- *Brokers' Price Targets*. For reference only and not as a component of its fairness analysis, Morgan Stanley reviewed and analyzed future public market trading price targets for Union Pacific common stock prepared and published by 22 equity research analysts as of the unaffected date. These targets generally reflect each analyst's estimate of the future public market trading price of Union Pacific common stock. The range of broker price targets for Union Pacific common stock was $202 to $275. The public market trading price targets published by securities research analysts do not necessarily reflect current market trading prices for Union Pacific common stock and these estimates are subject to uncertainties, including the future financial performance of Union Pacific and future financial market conditions.
- *Historical Trading Range*. For reference only and not as a component of its fairness analysis, Morgan Stanley reviewed the intraday low and high per share trading range for Union Pacific common stock for the 52-week period ending on the unaffected date. Morgan Stanley observed that, during such period, the trading range was $205 to $258 per share of Union Pacific common stock.

Relative Valuation Analysis

Based upon the (i) implied equity values per share for Norfolk Southern common stock and Union Pacific common stock calculated in the public trading comparable company analysis described above, (ii) implied equity values per share for Norfolk Southern common stock and Union Pacific common stock calculated in the discounted equity value analysis described above, and (iii) implied equity values per share for Norfolk Southern common stock and Union Pacific common stock calculated in the discounted cash flow analysis described above, Morgan Stanley calculated an implied range of exchange ratios. For each comparison, Morgan Stanley compared the lowest equity value per share of Norfolk Southern common stock less the cash consideration of $88.82 per share to the highest equity value per share of Union Pacific common stock to derive the lowest implied exchange ratio for holders of Norfolk Southern common stock implied by each set of reference ranges. Morgan Stanley also compared the highest equity value per share of Norfolk Southern common stock less the cash consideration of $88.82 per share to the lowest equity value per share of Union Pacific common stock to derive the highest implied exchange ratio for holders of Norfolk Southern common stock implied by each set of reference ranges.

The following table summarizes Morgan Stanley's analysis:

Financial Statistic	Illustrative Exchange Ratio Assuming $88.82 in Cash
Public Trading Comparables	
Norfolk Southern 11.5x – 13.5x; Union Pacific 12.5x – 14.5x AV / NTM Adj. EBITDA Ratio	0.636x – 1.010x
Norfolk Southern 18.0x – 21.5x; Union Pacific 18.5x – 22.0x Price / NTM Adj. EPS Ratio	0.572x – 0.888x
Discounted Equity Value	
Norfolk Southern 11.5x – 13.5x; Union Pacific 12.5x – 14.5x AV / 1/1/2027 NTM Adj. EBITDA Ratio	0.645x – 1.012x
Norfolk Southern 18.0x – 21.5x; Union Pacific 18.5x – 22.0x Price / 1/1/2027 NTM EPS Ratio	0.659x – 1.000x
Discounted Cash Flow	
Excluding Union Pacific Management Net Synergies: Norfolk Southern 12.0x – 14.5x / Union Pacific 13.0x – 15.5x LTM EBITDA Terminal Multiple	0.667x – 1.129x
Including Union Pacific Management Net Synergies at Blended WACC of 7.7% – 8.5% and LTM EBITDA Terminal Multiple of 12.7x – 15.2x	0.969x – 1.587x

The resulting implied ranges of the exchange ratio were then compared to the exchange ratio of 1.000x in the mergers, assuming a right to receive $88.82 in cash per share of Norfolk Southern common stock.

DCF Per Share Accretion Analysis

Morgan Stanley conducted a discounted cash flow analysis of Union Pacific pro forma for the mergers using the UP management unaudited projections and other information and data for each of Norfolk Southern and Union Pacific as described above and provided by Union Pacific. The pro forma discounted cash flow analysis reflected (i) the ranges of stand-alone discounted cash flow values derived for each of Norfolk Southern and Union Pacific, in each case as described above in sections "*Analysis Related to Norfolk Southern — Discounted Cash Flow*" and "*Analysis Related to Union Pacific — Discounted Cash Flow,*" respectively, plus (ii) the discounted cash flow value of the projected net synergies, as described above in section "*Analysis Related to Norfolk Southern — Discounted Cash Flow,*" minus (iii) the estimated $20.3 billion of transaction debt, minus (iv) the estimated $1.7 billion present value of Norfolk Southern dividends to be paid pre-closing, discounted to June 30, 2025, by applying a discount rate range of 7.8% to 8.6%, which was selected based on Morgan Stanley's professional judgment and experience, to reflect Norfolk Southern's estimated WACC. Morgan Stanley then divided the resulting implied total equity value ranges by Union Pacific's pro forma fully diluted shares outstanding, calculated as Union Pacific's fully diluted shares outstanding, as adjusted for newly issued shares in the mergers. Based on this analysis, Morgan Stanley derived a range of pro forma implied equity values per share of the combined company common stock of $234 to $296, in each case rounded to the nearest $1.00.

Morgan Stanley compared this pro forma implied equity value per share range to the standalone implied equity values per share of Union Pacific common stock, as described under "*Analysis Related to Union Pacific — Discounted Cash Flow*." Based on this analysis, the mergers would be accretive to Union Pacific's discounted cash flow value per share, with an accretion range of 4.4% to 6.8%.

Other Considerations

In connection with the review of the mergers, Morgan Stanley performed a variety of financial and comparative analyses for purposes of rendering its opinion. The preparation of a financial opinion is a complex process and is not necessarily susceptible to a partial analysis or summary description. In arriving at its opinion, Morgan Stanley considered the results of all of its analyses as a whole and did not attribute any particular weight to any analysis or factor it considered. Morgan Stanley believes that selecting any portion of its analyses, without considering all analyses as a whole, would create an incomplete view of the process underlying its analyses and opinion. In addition, Morgan Stanley may have given various analyses and factors more or less weight than other analyses and factors and may have deemed various assumptions more or less probable than other assumptions. As a result, the ranges of valuations resulting from any particular analysis described above should not be taken to be Morgan Stanley's view of the actual value of Norfolk Southern or Union Pacific. In performing its analyses, Morgan Stanley made numerous assumptions with respect to industry performance, general business and economic conditions, and other matters. Many of these assumptions are beyond the control of Norfolk Southern or Union Pacific, as applicable. Any estimates contained in Morgan Stanley's analyses are not necessarily indicative of future results or actual values, which may be significantly more or less favorable than those suggested by such estimates.

Morgan Stanley conducted the analyses described above solely as part of its analysis of the fairness of the merger consideration, from a financial point of view, to Union Pacific in connection with the delivery of Morgan Stanley's opinion to the Union Pacific board. These analyses do not purport to be appraisals or to reflect the prices at which shares of Norfolk Southern common stock or Union Pacific common stock might actually trade.

The merger consideration was determined through arm's-length negotiations between Norfolk Southern and Union Pacific and was approved by the Union Pacific board. Morgan Stanley provided advice to Union Pacific during these negotiations. Morgan Stanley did not, however, recommend any specific consideration to Union Pacific or that any specific consideration constituted the only appropriate merger consideration.

Morgan Stanley's opinion and its presentation to the Union Pacific board was one of many factors taken into consideration by the Union Pacific board in deciding to approve, adopt, and authorize the merger agreement. Consequently, the analyses as described above should not be viewed as determinative of the opinion of the Union Pacific board with respect to the merger consideration or of whether the Union Pacific board would have been willing to agree to a different merger consideration.

The Union Pacific board retained Morgan Stanley based upon Morgan Stanley's qualifications, experience, and expertise. Morgan Stanley is a global financial services firm engaged in the securities, investment management, and individual wealth management businesses. Its securities business is engaged in securities underwriting, trading, and brokerage activities, foreign exchange, commodities, and derivatives trading, prime brokerage, as well as providing investment banking, financing, and financial advisory services. Morgan Stanley, its affiliates, directors, and officers may at any time invest on a principal basis or manage funds that invest, hold long or short positions, finance positions, and may trade or otherwise structure and effect transactions, for their own account or the accounts of its customers, in debt or equity securities or loans of Union Pacific, Norfolk Southern, or any other company, or any currency or commodity, that may be involved in this transaction, or any related derivative instrument.

Under the terms of its engagement letter, Morgan Stanley provided the Union Pacific board financial advisory services and a financial opinion in connection with the mergers, and Union Pacific agreed to pay Morgan Stanley a fee of $52.5 million, $7.5 million of which became payable upon the execution of the merger agreement, $4 million of which became payable upon the rendering of its opinion, and the remainder of which is contingent upon the completion of the mergers. Union Pacific has also agreed to reimburse Morgan Stanley for its expenses incurred in performing its services. In addition, Union Pacific has agreed to indemnify Morgan Stanley and its affiliates, their respective directors, officers, agents, and employees and each person, if any, controlling Morgan Stanley or any of its affiliates against certain liabilities and expenses, including certain liabilities under the

federal securities laws, related to or arising out of Morgan Stanley's engagement. In the two years prior to the date of its opinion, Morgan Stanley and its affiliates have provided financial advisory and financing services to Norfolk Southern and have received fees for the rendering of these services of between $5 million to $15 million, and have provided financial advisory and financing services to Union Pacific and have received fees for the rendering of these services of between $2 million to $5 million. Morgan Stanley may also seek to provide such services to Norfolk Southern and Union Pacific in the future and will expect to receive fees for the rendering of these services.

Opinion of Wells Fargo Securities, LLC

Opinion of Wells Fargo

The Union Pacific board retained Wells Fargo to provide it with financial advisory services in connection with a possible acquisition, merger, or similar business combination, and, if requested by the Union Pacific board, a financial opinion with respect thereto. Union Pacific selected Wells Fargo to act as its financial advisor based on Wells Fargo's qualifications, expertise, and reputation and its knowledge of the financial services industry, market, and regulatory environment and business and affairs of Union Pacific. Wells Fargo rendered to the Union Pacific board, at its special meeting on July 28, 2025, its oral opinion, subsequently confirmed by delivery of a written opinion dated July 28, 2025, that, as of that date, and based upon and subject to the assumptions made, procedures followed, matters considered, and qualifications and limitations on the scope of review undertaken by Wells Fargo as set forth therein, the merger consideration was fair, from a financial point of view, to Union Pacific.

The full text of the written opinion of Wells Fargo, dated July 28, 2025, is attached as Annex C and incorporated by reference into this joint proxy statement/prospectus. The opinion sets forth, among other things, the assumptions made, procedures followed, matters considered, and qualifications and limitations on the scope of review undertaken by Wells Fargo in rendering its opinion. Shareholders are urged to, and should, read the opinion carefully and in its entirety. Wells Fargo's opinion is directed to the Union Pacific board and addresses only the fairness, from a financial point of view, to Union Pacific of the merger consideration as of the date of the opinion. Wells Fargo's opinion does not address any other aspect of the transactions contemplated by the merger agreement and does not constitute a recommendation to shareholders of Union Pacific or Norfolk Southern as to how to act or vote in connection with the mergers or any other matter or whether to take any other action with respect to the mergers. The summary of Wells Fargo's opinion set forth in this joint proxy statement/prospectus is qualified in its entirety by reference to the full text of the opinion. In addition, the opinion does not in any manner address the price at which Union Pacific common stock will trade following the consummation of the mergers or at any time.

In preparing its opinion, Wells Fargo, among other things:

1) reviewed the merger agreement;

2) reviewed certain publicly available business and financial information relating to Union Pacific and Norfolk Southern and the industries in which they operate;

3) compared the financial and operating performance of Union Pacific and Norfolk Southern with publicly available information concerning certain other companies that Wells Fargo deemed relevant, and compared current and historic market prices of Union Pacific common stock and Norfolk Southern common stock with similar data for such other companies;

4) compared the proposed financial terms of the mergers with the publicly available financial terms of certain other business combinations that Wells Fargo deemed relevant;

5) reviewed the UP management unaudited UP projections and the UP management unaudited NS projections, which were approved for use by each of Morgan Stanley and Wells Fargo by the Union Pacific board;

6) reviewed the Norfolk Southern management unaudited projections;

7) reviewed the Union Pacific management net synergies, which were approved for use by each of Morgan Stanley and Wells Fargo by the Union Pacific board;

8) discussed with the managements of Union Pacific and Norfolk Southern regarding certain aspects of the mergers, the business, financial condition, and prospects of Union Pacific and Norfolk Southern, respectively, the effect of the mergers on the business, financial condition, and prospects of Union Pacific and Norfolk Southern, respectively, and certain other matters that Wells Fargo deemed relevant; and

9) considered such other financial analyses and investigations and such other information that Wells Fargo deemed relevant.

In giving its opinion, Wells Fargo assumed and relied upon the accuracy and completeness of all information that was publicly available or was furnished to or discussed with Wells Fargo by Union Pacific or Norfolk Southern or otherwise reviewed by Wells Fargo. Wells Fargo did not independently verify any such information, and pursuant to the terms of Wells Fargo's engagement by Union Pacific, Wells Fargo did not assume any obligation to undertake any such independent verification. At the direction of the Union Pacific board, Wells Fargo utilized the UP management unaudited NS projections, the UP management unaudited UP projections, and the Union Pacific management net synergies for purposes of its opinion and in relying on the UP management unaudited NS projections, the UP management unaudited UP projections, and the Union Pacific management net synergies, Wells Fargo assumed that they were reasonably prepared on bases reflecting the best currently available estimates and judgments of Union Pacific management as to the future performance and financial condition of Union Pacific and Norfolk Southern. Wells Fargo expressed no view or opinion with respect to the UP management unaudited NS projections, the UP management unaudited UP projections, and the Union Pacific management net synergies or any other financial analysis or forecasts or the assumptions upon which they are based. Wells Fargo assumed that any representations and warranties made by Union Pacific and Norfolk Southern in the merger agreement or in other agreements relating to the mergers would be true and accurate in all respects that are material to its analysis. In addition, Wells Fargo assumed that the mergers would be consummated in accordance with the terms set forth in the merger agreement without any waiver or amendment of any terms or conditions material to its analysis, including, among other things, that the mergers would be treated as a tax-free reorganization pursuant to the Internal Revenue Code of 1986, as amended. Wells Fargo also assumed that in connection with the receipt of all the necessary governmental, regulatory, or other approvals and consents required for the proposed mergers, no delays, limitations, conditions, or restrictions would be imposed that would have a material adverse effect on the contemplated benefits expected to be derived in the proposed mergers.

The opinion of Wells Fargo only addressed the fairness, as of the date thereof, from a financial point of view, of the merger consideration to be paid by Union Pacific in the first merger pursuant to the merger agreement, and Wells Fargo expressed no opinion as to the fairness of any consideration paid in connection with the mergers to the holders of any other class of securities, creditors, or other constituencies of Norfolk Southern. Furthermore, Wells Fargo expressed no opinion as to any other aspect or implication (financial or otherwise) of the mergers, or any other agreement, arrangement or understanding entered into in connection with the mergers or otherwise, including, without limitation, the fairness of the amount or nature of, or any other aspect relating to, any compensation or consideration to be received by or otherwise payable to any officers, directors, or employees of any party to the mergers, or class of such persons, relative to the merger consideration or otherwise. Furthermore, Wells Fargo did not express any advice or opinion regarding matters that require legal, regulatory, accounting, insurance, tax, environmental, executive compensation, or other similar professional advice and has relied upon the assessments of Union Pacific and its advisors with respect to such advice.

Wells Fargo's opinion was necessarily based upon information made available to Wells Fargo as of the date of its opinion and financial, economic, market, and other conditions as they existed and could be evaluated on the date of its opinion. Wells Fargo did not undertake, and is under no obligation, to update, revise, reaffirm, or withdraw its opinion, or otherwise comment on or consider events occurring or coming to its attention after the date of its opinion, notwithstanding that any such subsequent developments may affect its opinion. Wells Fargo's opinion did not address the relative merits of the mergers as compared to any alternative transactions or strategies that

might have been available to Union Pacific, nor did it address the underlying business decision of the Union Pacific board or Union Pacific to proceed with or effect the mergers. Wells Fargo did not express any opinion as to the price at which Union Pacific common stock or Norfolk Southern common stock may be traded at any time.

Financial Analyses

In preparing its opinion to the Union Pacific board, Wells Fargo performed a variety of analyses, including those described below. The summary of Wells Fargo's analyses is not a complete description of the analyses underlying Wells Fargo's opinion. The preparation of such an opinion is a complex process involving various quantitative and qualitative judgments and determinations with respect to the financial, comparative, and other analytical methods employed and the adaptation and application of these methods to the unique facts and circumstances presented. As a consequence, neither Wells Fargo's opinion nor its underlying analyses is readily susceptible to summary description. Wells Fargo arrived at its opinion based on the results of all analyses undertaken by it and assessed as a whole and did not draw, in isolation, conclusions from or with regard to any individual analysis, methodology, or factor. Accordingly, Wells Fargo believes that its analyses and the following summary must be considered as a whole and that selecting portions of its analyses, methodologies, and factors, without considering all analyses, methodologies, and factors or the narrative description of the analyses, could create a misleading or incomplete view of the processes underlying Wells Fargo's analyses and opinion.

In performing its analyses, Wells Fargo considered general business, economic, industry, and market conditions, financial and otherwise, and other matters as they existed on, and could be evaluated as of, the date of its opinion. None of the selected companies used in Wells Fargo's analyses is identical to Union Pacific or Norfolk Southern and none of the selected transactions reviewed was identical to the mergers. Evaluation of the results of those analyses is not entirely mathematical. The financial analyses performed by Wells Fargo were performed for analytical purposes only and are not necessarily indicative of actual values or predictive of future results or values, which may be significantly more or less favorable than those suggested by the analyses. In addition, any analyses relating to the value of assets, businesses, or securities do not purport to be appraisals or to reflect the prices at which businesses or securities actually may be sold, which may depend on a variety of factors, many of which are beyond the control of Union Pacific or Norfolk Southern.

While the results of each analysis were taken into account in reaching its overall conclusion with respect to fairness, Wells Fargo did not make separate or quantifiable judgments regarding individual analyses. Much of the information used in, and accordingly the results of, Wells Fargo's analyses are inherently subject to substantial uncertainty.

Wells Fargo's opinion was only one of many factors considered by the Union Pacific board in evaluating the mergers. Neither Wells Fargo's opinion nor its analyses were determinative of the merger consideration or of the views of the Union Pacific board or management with respect to the mergers or the merger consideration. The type and amount of consideration payable in the mergers were determined through negotiations between Union Pacific and Norfolk Southern, and the decision to enter into the merger agreement was solely that of the Union Pacific board.

The following is a summary of the material financial analyses performed by Wells Fargo in connection with the preparation of its opinion rendered to, and reviewed with, the Union Pacific board on July 28, 2025. The order of the analyses summarized below does not represent relative importance or weight given to those analyses by Wells Fargo. The analyses summarized below include information presented in tabular format. **The following summary does not purport to be a complete description of the analyses or data provided by Wells Fargo and the tables alone do not constitute a complete description of the analyses. Considering the data in the tables below without considering the full narrative description of the analyses, as well as the methodologies underlying, and the assumptions made, procedures followed, matters considered, and qualifications and limitations affecting, each analysis, could create a misleading or incomplete view of Wells Fargo's analyses.**

The estimates of the future financial performance of Norfolk Southern and Union Pacific utilized as part of the financial analyses described below were based on the UP management unaudited NS projections, the UP management unaudited UP projections, and the Union Pacific management net synergies.

Norfolk Southern Financial Analyses

Public Trading Comparable Company Analysis

Wells Fargo reviewed and compared certain financial and other information and financial multiples relating to Norfolk Southern to corresponding financial and other information and financial multiples for certain publicly traded Class I railroads that Wells Fargo, using its professional judgment and expertise, deemed comparable to Norfolk Southern. Although none of these companies (other than Norfolk Southern) is directly comparable to Norfolk Southern in all respects, Wells Fargo selected these companies because they are publicly traded companies with operations that, for purposes of this analysis, may be considered similar to certain operations of Norfolk Southern. The companies included in the public trading comparable company analysis (which are referred to as the selected public companies) were:

- Union Pacific
- Canadian Pacific Kansas City Limited
- Canadian National Railway Company
- CSX Corporation
- Norfolk Southern

Wells Fargo calculated and compared the financial multiples for the selected public companies based on public filings as of the quarter ended March 31, 2025, equity research, and common stock closing prices on the unaffected date for the selected public companies. With respect to each of the selected public companies, Wells Fargo calculated:

- enterprise value, which is referred to as EV (which is calculated as the fully diluted market value of common equity, plus total debt, plus finance lease liabilities, plus preferred stock, plus non-controlling interest, less cash and cash equivalents, less minority investments), as a multiple of estimated fiscal year 2025 EBITDA and estimated fiscal year 2026 EBITDA; and
- price as a multiple of estimated fiscal year 2025 earnings per share, which is referred to as EPS, and estimated fiscal year 2026 EPS.

The following table presents a summary of this analysis:

	Selected Public Companies range	Class I Railroad Mean	Class I Railroad Median
EV / 2025 EBITDA	12.0x-15.8x	13.2x	12.4x
EV / 2026 EBITDA	10.9x-14.4x	12.2x	11.6x
Price / 2025 EPS	18.1x-23.7x	20.5x	20.2x
Price / 2026 EPS	16.3x-20.3x	18.0x	18.1x

With respect to each of the selected public companies, Wells Fargo also calculated:

- EV as a multiple of the NTM, EBITDA on a weekly basis, shown as averages over the preceding five years; and
- price as a multiple of the NTM EPS on a weekly basis, shown as averages over the preceding five years.

The following tables present summaries of these analyses:

EV / NTM EBITDA

Selected Public Company	Current	1-Year Average	2-Year Average	3-Year Average	5-Year Average
Union Pacific	13.3x	13.8x	14.0x	13.5x	14.0x
Canadian Pacific Kansas City Limited	15.4x	15.4x	16.1x	16.9x	16.9x
Canadian National Railway Company	12.3x	12.7x	13.2x	13.4x	13.9x
CSX Corporation	11.5x	11.2x	11.3x	11.2x	11.8x
Norfolk Southern	12.1x	12.2x	12.0x	11.7x	12.4x
Class I Railroads Average	12.9x	13.1x	13.3x	13.3x	13.8x

Price / NTM EPS

Selected Public Company	Current	1-Year Average	2-Year Average	3-Year Average	5-Year Average
Union Pacific	19.6x	20.1x	20.5x	19.5x	20.3x
Canadian Pacific Kansas City Limited	22.7x	22.8x	23.8x	23.7x	23.3x
Canadian National Railway Company	17.8x	18.6x	19.6x	19.8x	21.0x
CSX Corporation	19.2x	17.4x	17.3x	17.0x	18.2x
Norfolk Southern	19.8x	19.0x	18.6x	17.9x	19.1x
Class I Railroads Average	19.8x	19.6x	20.0x	19.6x	20.4x

Based on these analyses and utilizing its professional judgment and experience, Wells Fargo applied EV/estimated NTM Adjusted EBITDA multiples ranging from 11.0x to 13.0x derived from the public trading comparable company analysis to comparable financial data for Norfolk Southern included in the UP management unaudited NS projections as of June 30, 2025. Wells Fargo took the range of implied EVs for Norfolk Southern and calculated a range of implied equity values by subtracting total debt, subtracting finance lease liabilities, adding cash and cash equivalents, and adding minority investments as of June 30, 2025. By dividing this range of implied equity values by the number of fully diluted shares of Norfolk Southern common stock outstanding as of July 24, 2025, Wells Fargo calculated a range of illustrative value indications per share for Norfolk Southern common stock of $240 to $294, in each case rounded to the nearest $1.00. The per share merger consideration of $320.00 (based on the closing price per share of Union Pacific common stock on the unaffected date) fell above this range.

Based on these analyses and utilizing its professional judgment and experience, Wells Fargo also applied price/estimated NTM Adjusted EPS multiples ranging from 17.5x to 20.5x derived from the public trading comparable company analysis to comparable financial data for Norfolk Southern included in the UP management unaudited NS projections as of June 30, 2025. Wells Fargo calculated a range of illustrative value indications per share for Norfolk Southern common stock of $236 to $276, in each case rounded to the nearest $1.00. The per share merger consideration of $320.00 (based on the closing price of Union Pacific common stock on the unaffected date) fell above this range.

Selected Transactions Analysis

Wells Fargo analyzed certain information relating to the selected transactions listed below. Wells Fargo selected the transactions listed below because they each involved the acquisition of certain Class I and Class II railroads in the railroad industry since 1994. Although none of the companies involved in the selected transactions are directly comparable to Norfolk Southern in all respects, nor are any of the selected transactions directly comparable to the mergers in all respects, Wells Fargo chose the transactions in the selected transactions analysis based on its professional judgment that the companies that participated in the selected transactions are companies with operations that, for the purposes of analysis, may be considered similar to the operations of Norfolk Southern and/or because the selected transactions, for the purposes of analysis, may be considered similar to the mergers.

Announcement Year	Target	Acquiror	TEV /LTM EBITDA Multiple
2021	Kansas City Southern	Canadian Pacific Railway Limited	19.5x [a]
2017	Florida East Coast Railway Holdings Corporation	GMéxico Transportes S.A.B. de C.V.	13.6x
2009	Burlington Northern Santa Fe Corporation	Berkshire Hathaway Inc.	8.8x
2007	Dakota, Minnesota & Eastern Railroad Corporation	Canadian Pacific Railway Limited	15.2x
2004	Grupo Transportacion Ferroviaria Mexicana, S.A. de C.V. (51%)	Kansas City Southern	6.1x
2003	BC Rail Limited	Canadian National Railway Company	14.4x
2001	Wisconsin Central Transportation Corporation	Canadian National Railway Company	9.8x [b]
1998	Illinois Central Corporation	Canadian National Railway Company	11.4x
1997	Consolidated Rail Corporation	CSX Corporation and Norfolk Southern	12.1x [c]
1995	Southern Pacific Rail Corporation	Union Pacific	12.3x [d]
1995	Chicago and North Western Holdings Corporation	Union Pacific	8.4x
1994	Santa Fe Pacific Corporation	Burlington Northern Inc.	7.2x
Mean:			11.6x
Median:			11.8x

[a] EBITDA adjusted for the estimated impact of COVID-19.
[b] EBITDA adjusted for personnel re-organizational costs.
[c] EBITDA adjusted for one-time charges.
[d] EBITDA adjusted for special charges (including severance, terminating leased facilities and expected loss for light density rail lines).

For each of the selected transactions, Wells Fargo calculated and reviewed the transaction enterprise value of the target company as a multiple of EBITDA for the LTM prior to announcement of the transaction. For purposes of this analysis, the target companies' transaction enterprise values, which is referred to as TEV, were generally calculated by multiplying the announced per-share transaction price by the number of that target company's fully diluted outstanding shares as disclosed in the target company's most recent filings with the SEC prior to the announcement of the applicable transaction and adding to that result the target company's net debt (which is debt minus available cash), each as disclosed in the target company's most recent public filings with the SEC prior to the announcement of the applicable transaction or, if unavailable, based on information publicly available at the time of announcement of the selected transaction.

Based on this review and their professional judgment and experience, Wells Fargo then derived an implied enterprise value range for Norfolk Southern by applying a range of selected multiples of 14.5x to 16.5x to Norfolk Southern LTM Adjusted EBITDA for the 12-month period ended June 30, 2025. Wells Fargo took the range of implied EVs for Norfolk Southern and calculated a range of implied equity values by subtracting total debt, subtracting finance lease liabilities, adding cash and cash equivalents, and adding minority investments as of June 30, 2025. By dividing this range of implied equity values by the number of fully diluted shares of Norfolk Southern common stock outstanding as of July 24, 2025, Wells Fargo calculated a range of illustrative value indications per share for Norfolk Southern common stock of $307 to $357, in each case rounded to the nearest $1.00. The per share merger consideration of $320.00 (based on the closing price per share of Union Pacific common stock on the unaffected date) fell within this range.

Discounted Cash Flow Analysis

Wells Fargo performed an illustrative discounted cash flow analysis of Norfolk Southern using the UP management unaudited NS projections to determine an implied present value per share of Norfolk Southern

common stock as of June 30, 2025. Using the UP management unaudited NS projections, which are described in "*Certain Unaudited Prospective Financial Information*", Wells Fargo first calculated the projected after-tax unlevered free cash flows (calculated as Adjusted EBITDA, plus other income, minus cash taxes, minus capital expenditures, minus change in net working capital, minus other cash flow, on a net basis) for Norfolk Southern for the six months ending December 31, 2025, and fiscal years 2026 through 2031, respectively, as $1.7 billion, $3.2 billion, $3.5 billion, $3.8 billion, $4.1 billion, $4.4 billion, and $4.4 billion, respectively. Then, Wells Fargo calculated the net present value of the projected after-tax unlevered free cash flows for each of the periods described in the preceding sentence.

Next, Wells Fargo calculated the net present value of the illustrative terminal value of Norfolk Southern in the fiscal year 2031 by applying a range of terminal value Adjusted EBITDA multiples of 13.0x to 15.0x to the estimated Norfolk Southern Adjusted EBITDA for fiscal year 2031. Wells Fargo selected the terminal value Adjusted EBITDA multiples used in this analysis based on the EV as a multiple of LTM EBITDA of the selected public companies on a weekly basis, which are shown as averages over the preceding five years in the table below, and its experience and professional judgment, including, without limitation, its professional judgment regarding the financial and other characteristics of Norfolk Southern relative to such selected public companies.

	EV / LTM EBITDA				
Selected Public Company	**Current**	**1-Year Average**	**2-Year Average**	**3-Year Average**	**5-Year Average**
Union Pacific	13.9x	14.6x	14.8x	14.4x	15.1x
Canadian Pacific Kansas City Limited	17.3x	17.7x	18.4x	18.6x	18.1x
Canadian National Railway Company	13.3x	13.9x	14.3x	14.5x	15.5x
CSX Corporation	11.8x	11.7x	11.7x	11.5x	12.4x
Norfolk Southern	11.3x	13.6x	14.8x	13.8x	14.5x
Class I Railroads Average	13.5x	14.3x	14.8x	14.5x	15.1x
Norfolk Southern (as adjusted)	12.9x	14.7x	13.3x	12.7x	13.8x

Wells Fargo discounted the terminal value and the cash flow streams to present values using discount rates ranging from 8.0% to 10.0%. Wells Fargo derived the range of discount rates used in this analysis first by performing a WACC analysis for Norfolk Southern based on certain financial metrics for Norfolk Southern and the selected public companies, including betas for the selected public companies, and the assumed cost of debt for Norfolk Southern and then selected the applied discount rates ranging from 8.0% to 10.0% using its professional judgment as to an illustrative range based on this WACC analysis. Wells Fargo took the range of implied EVs for Norfolk Southern and calculated a range of implied equity values by subtracting total debt, subtracting finance lease liabilities, adding cash and cash equivalents, adding minority investments, and subtracting a net liability in respect of the Eastern Ohio railroad accident of $550 million as per public filings for Norfolk Southern as of June 30, 2025. By dividing this range of implied equity values by the number of fully diluted shares of Norfolk Southern common stock outstanding as of July 24, 2025, Wells Fargo calculated a range of illustrative value indications per share for Norfolk Southern common stock of $270 to $350, in each case rounded to the nearest $1.00. The per share merger consideration of $320.00 (based on the closing price per share of Union Pacific common stock on the unaffected date) fell within this range.

Wells Fargo performed the same analysis as described in the immediately preceding paragraph but also using the Union Pacific management net synergies to determine an implied present value per share of Norfolk Southern common stock as of June 30, 2025, taking into account the Union Pacific management net synergies. Using the Union Pacific management net synergies, which are described in "*Certain Unaudited Prospective Financial Information*", Wells Fargo first calculated the projected after-tax unlevered free cash flows (calculated as EBITDA impact of net synergies, minus cash taxes, minus incremental capital expenditures) for the Union Pacific management net synergies for fiscal years 2027 through 2031, respectively, as $(0.5) billion, $0.1 billion, $1.6 billion, $1.6 billion, and $1.7 billion, respectively. Then, Wells Fargo calculated the net present value of the projected after-tax unlevered free cash flows for each of the periods described in the preceding sentence. Next, Wells Fargo calculated the net present value of the illustrative terminal value of the net synergies in the fiscal

year 2031 by applying a range of terminal value multiples of 14.0x to 16.0x to the estimated EBITDA impact of the net synergies for fiscal year 2031. Wells Fargo selected the terminal value multiples used in this analysis based on the EV as a multiple of LTM EBITDA of the selected public companies on a weekly basis, which are shown as averages over the preceding five years in the table above, and its experience and professional judgment, including, without limitation, its professional judgment regarding the financial and other characteristics of Union Pacific. Wells Fargo discounted the terminal value and the cash flow streams to present values using discount rates ranging from 7.5% to 9.5%. Wells Fargo derived the range of discount rates used in this analysis first by performing a WACC analysis for Union Pacific based on certain financial metrics for Union Pacific and the selected public companies, including betas for the selected public companies, and the assumed cost of debt for Union Pacific and then selected the applied discount rates ranging from 7.5% to 9.5% using its professional judgment as to an illustrative range based on this WACC analysis. Wells Fargo took the range of implied EVs for Norfolk Southern taking into account the Union Pacific management net synergies and calculated a range of implied equity values by subtracting total debt, subtracting finance lease liabilities, adding cash and cash equivalents, adding minority investments, and subtracting a net liability in respect of the Eastern Ohio railroad accident of $550 million as per public filings for Norfolk Southern as of June 30, 2025. By dividing this range of implied equity values by the number of fully diluted shares of Norfolk Southern common stock outstanding as of July 24, 2025, Wells Fargo calculated a range of illustrative value indications per share for Norfolk Southern common stock of $359 to $461, in each case rounded to the nearest $1.00. The per share merger consideration of $320.00 (based on the closing price per share of Union Pacific common stock on the unaffected date) fell below this range.

Other Information

Wells Fargo observed certain additional factors that were not considered part of Wells Fargo's financial analyses with respect to its opinion but were noted for informational purposes, including the following:

- A 52-week intraday trading range for Norfolk Southern common stock ending on the unaffected date. During that period, the trading range was $202 to $278 per share of Norfolk Southern common stock, in each case rounded to the nearest $1.00.
- Future public market trading price targets for Norfolk Southern common stock based on price target estimates from 19 brokers, ranging from $174 to $300 per share of Norfolk Southern common stock, in each case rounded to the nearest $1.00, with a median of $278.

Union Pacific Financial Analyses

Public Trading Comparable Company Analysis

Wells Fargo reviewed and compared certain financial and other information and financial multiples relating to Union Pacific to corresponding financial and other information and financial multiples for the selected public companies. Although none of the selected public companies (other than Union Pacific) is directly comparable to Union Pacific in all respects, Wells Fargo selected these companies because they are publicly traded Class I railroads with operations that, for purposes of this analysis, may be considered similar to certain operations of Union Pacific.

Wells Fargo calculated and compared the financial multiples for the selected public companies based on public filings as of the quarter ended March 31, 2025, equity research and common stock closing prices on the unaffected date, for the selected public companies. With respect to each of the selected public companies, Wells Fargo calculated:

- EV (which is calculated as described above under "*Norfolk Southern Financial Analyses — Public Trading Comparable Company Analysis*") as a multiple of estimated fiscal year 2025 EBITDA and estimated fiscal year 2026 EBITDA; and
- price as a multiple of estimated fiscal year 2025 EPS and estimated fiscal year 2026 EPS.

The following table presents a summary of this analysis:

	Selected companies range	Class I Railroad Mean	Class I Railroad Median
EV / 2025 EBITDA	12.0x-15.8x	13.2x	12.4x
EV / 2026 EBITDA	10.9x-14.4x	12.2x	11.6x
Price / 2025 EPS	18.1x-23.7x	20.5x	20.2x
Price / 2026 EPS	16.3x-20.3x	18.0x	18.1x

With respect to each of the selected public companies, Wells Fargo also calculated:

- EV as a multiple of the NTM EBITDA on a weekly basis, shown as averages over the preceding five years; and
- price as a multiple of the NTM EPS on a weekly basis, shown as averages over the preceding five years.

The following tables present summaries of these analyses:

EV / NTM EBITDA

Selected Public Company	Current	1-Year Average	2-Year Average	3-Year Average	5-Year Average
Union Pacific	13.3x	13.8x	14.0x	13.5x	14.0x
Canadian Pacific Kansas City Limited	15.4x	15.4x	16.1x	16.9x	16.9x
Canadian National Railway Company	12.3x	12.7x	13.2x	13.4x	13.9x
CSX Corporation	11.5x	11.2x	11.3x	11.2x	11.8x
Norfolk Southern	12.1x	12.2x	12.0x	11.7x	12.4x
Class I Railroads Average	12.9x	13.1x	13.3x	13.3x	13.8x

Price / NTM EPS

Selected Public Company	Current	1-Year Average	2-Year Average	3-Year Average	5-Year Average
Union Pacific	19.6x	20.1x	20.5x	19.5x	20.3x
Canadian Pacific Kansas City Limited	22.7x	22.8x	23.8x	23.7x	23.3x
Canadian National Railway Company	17.8x	18.6x	19.6x	19.8x	21.0x
CSX Corporation	19.2x	17.4x	17.3x	17.0x	18.2x
Norfolk Southern	19.8x	19.0x	18.6x	17.9x	19.1x
Class I Railroads Average	19.8x	19.6x	20.0x	19.6x	20.4x

Based on these analyses and utilizing its professional judgment and experience, Wells Fargo applied EV/estimated NTM Adjusted EBITDA multiples ranging from 12.5x to 14.5x derived from the public trading comparable company analysis to comparable financial data for Union Pacific included in the UP management unaudited UP projections as of June 30, 2025. Wells Fargo took the range of implied EVs for Union Pacific and calculated a range of implied equity values by subtracting total debt, subtracting finance lease liabilities, adding cash and cash equivalents, and adding minority investments as of June 30, 2025. By dividing this range of implied equity values by the number of fully diluted shares of the Union Pacific common stock outstanding as of July 24, 2025, Wells Fargo calculated a range of illustrative value indications per share for the Union Pacific common stock of $217 to $260, in each case rounded to the nearest $1.00. The closing price per share of Union Pacific common stock on the unaffected date fell within this range.

Based on these analyses and utilizing its professional judgment and experience, Wells Fargo also applied price/estimated NTM EPS multiples ranging from 18.5x to 21.5x derived from the public trading comparable company analysis to comparable financial data for Union Pacific included in the UP management unaudited UP projections

as of June 30, 2025. Wells Fargo calculated a range of illustrative value indications per share for Union Pacific common stock of $226 to $263, in each case rounded to the nearest $1.00. The closing price per share of Union Pacific common stock on the unaffected date fell within this range.

Discounted Cash Flow Analysis

Wells Fargo performed an illustrative discounted cash flow analysis of Union Pacific using the UP management unaudited UP projections to determine an implied present value per share of Union Pacific common stock as of June 30, 2025. Using the UP management unaudited UP projections, which are described in "*Certain Unaudited Prospective Financial Information*", Wells Fargo first calculated the projected after-tax unlevered free cash flows (calculated as Adjusted EBITDA, plus other income, minus cash taxes, minus capital expenditures, minus change in net working capital) for Union Pacific for the six months ending December 31, 2025, and fiscal years 2026 through 2031, respectively, as $3.5 billion, $7.4 billion, $7.8 billion, $8.1 billion, $8.4 billion, $8.7 billion, and $9.1 billion, respectively. Then, Wells Fargo calculated the net present value of the projected after-tax unlevered free cash flows for each of the periods described in the preceding sentence.

Next, Wells Fargo calculated the net present value of the illustrative terminal value of Union Pacific in the fiscal year 2031 by applying a range of terminal value Adjusted EBITDA multiples of 14.0x to 16.0x to estimated Union Pacific Adjusted EBITDA for fiscal year 2031. Wells Fargo selected the terminal value Adjusted EBITDA multiples used in this analysis based on the EV as a multiple of LTM EBITDA of the selected public companies on a weekly basis, which are shown as averages over the preceding five years in the table below, and its experience and professional judgment, including, without limitation, its professional judgment regarding the financial and other characteristics of Union Pacific relative to such selected public companies.

	EV / LTM EBITDA				
Selected Public Company	**Current**	**1-Year Average**	**2-Year Average**	**3-Year Average**	**5-Year Average**
Union Pacific	13.9x	14.6x	14.8x	14.4x	15.1x
Canadian Pacific Kansas City Limited	17.3x	17.7x	18.4x	18.6x	18.1x
Canadian National Railway Company	13.3x	13.9x	14.3x	14.5x	15.5x
CSX Corporation	11.8x	11.7x	11.7x	11.5x	12.4x
Norfolk Southern	11.3x	13.6x	14.8x	13.8x	14.5x
Class I Railroads Average	13.5x	14.3x	14.8x	14.5x	15.1x
Norfolk Southern (as adjusted)	12.9x	14.7x	13.3x	12.7x	13.8x

Wells Fargo discounted the terminal value and the cash flow streams to present values using discount rates ranging from 7.5% to 9.5%. Wells Fargo derived the range of discount rates used in this analysis first by performing a WACC analysis for Union Pacific based on certain financial metrics for Union Pacific and the selected public companies, including betas for the selected public companies, and the assumed cost of debt for Union Pacific and then selected the applied discount rates ranging from 7.5% to 9.5% using its professional judgment as to an illustrative range based on this WACC analysis. Wells Fargo took the range of implied EVs for Union Pacific and calculated a range of implied equity values by subtracting total debt, subtracting finance lease liabilities, adding cash and cash equivalents, and adding minority investments as of June 30, 2025. By dividing this range of implied equity values by the number of fully diluted shares of Union Pacific common stock outstanding as of July 24, 2025, Wells Fargo calculated a range of illustrative value indications per share for Union Pacific common stock of $224 to $288, in each case rounded to the nearest $1.00. The closing price per share of Union Pacific common stock on the unaffected date fell within this range.

Other Information

Wells Fargo observed certain additional factors that were not considered part of Wells Fargo's financial analyses with respect to its opinion but were noted for informational purposes, including the following:

- A 52-week intraday trading range for Union Pacific common stock ending on the unaffected date. During that period, the trading range was $205 to $258 per share of Union Pacific common stock, in each case rounded to the nearest $1.00.
- Future public market trading price targets for Union Pacific common stock based on price target estimates from 22 brokers, ranging from $202 to $275 per share of Union Pacific common stock, in each case rounded to the nearest $1.00, with a median of $262.

Other Matters

Wells Fargo is a trade name of Wells Fargo Securities, LLC, an investment banking subsidiary and affiliate of Wells Fargo & Company. Union Pacific retained Wells Fargo as its financial advisor in connection with the mergers based on Wells Fargo's experience and reputation. Wells Fargo is regularly engaged to provide investment banking and financial advisory services in connection with mergers and acquisitions, financings, and financial restructurings. Union Pacific has agreed to pay Wells Fargo an aggregate fee currently estimated to be approximately $52.5 million, $7.5 million of which became payable upon the execution of the merger agreement, $4 million of which became payable upon the rendering of Wells Fargo's opinion, and the remainder of which is contingent and payable upon the consummation of the mergers. In addition, Union Pacific has agreed to reimburse Wells Fargo for certain expenses and to indemnify Wells Fargo and certain related parties against certain liabilities and other items that may arise out of or relate to Wells Fargo's engagement. The issuance of Wells Fargo's opinion was approved by an authorized committee of Wells Fargo.

Wells Fargo and its affiliates provide a wide range of investment and commercial banking advice and services, including financial advisory services, securities underwritings and placements, securities sales and trading, brokerage advice and services, and commercial loans. During the two years preceding the date of Wells Fargo's written opinion, Wells Fargo and its affiliates have had investment or commercial banking relationships with Union Pacific and Norfolk Southern, for which Wells Fargo and such affiliates received fees for rendering these services of less than $5 million from each of Union Pacific and Norfolk Southern. Such relationships have included acting as joint bookrunner on an offering of debt securities by Union Pacific in February 2025; as joint bookrunner on an offering of debt securities by Norfolk Southern in July 2023, joint lead arranger, agent, and joint bookrunner on offerings of debt securities by Norfolk Southern in January 2024, and as joint bookrunner on an offering or debt securities by Norfolk Southern in April 2025. Wells Fargo or its affiliates are also an agent and a lender to one or more of the credit facilities of Norfolk Southern. Wells Fargo anticipates that it and its affiliates will arrange and/or provide financing to Union Pacific in connection with the mergers for customary compensation. Wells Fargo and its affiliates hold, on a proprietary basis, less than 1% of the outstanding common stock of each of Union Pacific and Norfolk Southern. In the ordinary course of business, Wells Fargo and its affiliates will trade or otherwise effect transactions in the securities or other financial instruments (including bank loans or other obligations) of Union Pacific, Norfolk Southern, and certain of their affiliates for its own account and for the accounts of its customers and, accordingly, will at any time hold a long or short position in such securities or financial instruments. Wells Fargo and its affiliates have adopted policies and procedures designed to preserve the independence of their research and credit analysts whose view may differ from those of the members of the team of investment banking professionals involved in preparing Wells Fargo's opinion.

Opinion of Norfolk Southern's Financial Advisor

Opinion of BofA Securities, Inc.

Norfolk Southern has retained BofA to act as Norfolk Southern's financial advisor in connection with the mergers. BofA is an internationally recognized investment banking firm which is regularly engaged in the

valuation of businesses and securities in connection with mergers and acquisitions, negotiated underwritings, secondary distributions of listed and unlisted securities, private placements and valuations for corporate and other purposes. Norfolk Southern selected BofA to act as Norfolk Southern's financial advisor in connection with the mergers on the basis of BofA's experience in transactions similar to the mergers, its reputation in the investment community and its familiarity with Norfolk Southern and its business.

On July 28, 2025, at a meeting of the Norfolk Southern board held to evaluate the mergers, BofA delivered to the Norfolk Southern board an oral opinion, which was confirmed by delivery of a written opinion dated July 28, 2025, to the effect that, as of the date of the opinion and based on and subject to various assumptions and limitations described in its opinion, the merger consideration to be received by holders of Norfolk Southern common stock (other than the canceled shares and the converted shares) in the mergers, was fair, from a financial point of view, to such holders.

The full text of BofA's written opinion to the Norfolk Southern board, which describes, among other things, the assumptions made, procedures followed, factors considered and limitations on the review undertaken, is attached as Annex D to this joint proxy statement/prospectus and is incorporated by reference herein in its entirety. The following summary of BofA's opinion is qualified in its entirety by reference to the full text of the opinion. BofA delivered its opinion to the Norfolk Southern board for the benefit and use of the Norfolk Southern board (in its capacity as such) in connection with and for purposes of its evaluation of the merger consideration from a financial point of view. BofA's opinion does not address any other aspect of the mergers and no opinion or view was expressed as to the relative merits of the mergers in comparison to other strategies or transactions that might be available to Norfolk Southern or in which Norfolk Southern might engage or as to the underlying business decision of Norfolk Southern to proceed with or effect the mergers. BofA's opinion does not constitute a recommendation to any shareholder as to how to vote or act in connection with the proposed mergers or any related matter.

In connection with rendering its opinion, BofA:

(1) reviewed certain publicly available business and financial information relating to Norfolk Southern and Union Pacific;

(2) reviewed certain internal financial and operating information with respect to the business, operations and prospects of Norfolk Southern furnished to or discussed with BofA by the management of Norfolk Southern, including certain financial forecasts relating to Norfolk Southern prepared by the management of Norfolk Southern, referred to herein as the Norfolk Southern management forecasts, which includes the Norfolk Southern management unaudited Norfolk Southern projections;

(3) reviewed certain internal financial and operating information with respect to the business, operations and prospects of Union Pacific furnished to or discussed with BofA by the management of Union Pacific, including the UP management unaudited UP projections, which includes the Norfolk Southern management view of the UP management unaudited UP projections;

(4) reviewed certain estimates as to the amount and timing of cost savings and revenue enhancements, referred to herein as synergies, anticipated by Norfolk Southern and Union Pacific management to result from the mergers;

(5) discussed the past and current business, operations, financial condition and prospects of Norfolk Southern with members of senior managements of Norfolk Southern and Union Pacific, and discussed the past and current business, operations, financial condition and prospects of Union Pacific with members of Norfolk Southern and Union Pacific senior management;

(6) reviewed the potential pro forma financial impact of the mergers on the future financial performance of Union Pacific, including the potential effect on Union Pacific's estimated earnings per share;

(7) reviewed the trading histories for Norfolk Southern common stock and Union Pacific common stock and a comparison of such trading histories with each other and with the trading histories of other companies BofA deemed relevant;

(8) compared certain financial and stock market information of Norfolk Southern and Union Pacific with similar information of other companies BofA deemed relevant;

(9) compared certain financial terms of the mergers to financial terms, to the extent publicly available, of other transactions BofA deemed relevant;

(10) reviewed the relative financial contributions of Norfolk Southern and Union Pacific to the future financial performance of the combined company on a pro forma basis;

(11) reviewed a draft, dated July 28, 2025, of the merger agreement, referred to herein as the draft merger agreement; and

(12) performed such other analyses and studies and considered such other information and factors as BofA deemed appropriate.

In arriving at its opinion, BofA assumed and relied upon, without independent verification, the accuracy and completeness of the financial and other information and data publicly available or provided to or otherwise reviewed by or discussed with it and relied upon the assurances of Norfolk Southern and Union Pacific management that they were not aware of any facts or circumstances that would make such information or data inaccurate or misleading in any material respect. With respect to the Norfolk Southern management unaudited Norfolk Southern projections, BofA was advised by Norfolk Southern, and assumed, that they were reasonably prepared on bases reflecting the best currently available estimates and good faith judgments of Norfolk Southern management as to the future financial performance of Norfolk Southern. With respect to the Norfolk Southern management view of the UP management unaudited projections and synergies, BofA was advised by Norfolk Southern, and assumed, with Norfolk Southern's consent, that they were reasonably prepared on bases reflecting the best currently available estimates and good faith judgments of Union Pacific management as to the future financial performance of Union Pacific and other matters covered thereby. BofA also relied, at the direction of Norfolk Southern, on the assessments of Norfolk Southern and Union Pacific management, respectively, as to Union Pacific's ability to achieve the synergies and was advised by Norfolk Southern and Union Pacific, and assumed, with the consent of Norfolk Southern, that the synergies would be realized in the amounts and at the times projected. BofA did not make or was not provided with any independent evaluation or appraisal of the assets or liabilities (contingent or otherwise) of Norfolk Southern or Union Pacific, nor did it make any physical inspection of the properties or assets of Norfolk Southern or Union Pacific. BofA did not evaluate the solvency or fair value of Norfolk Southern or Union Pacific under any state, federal or other laws relating to bankruptcy, insolvency or similar matters. BofA assumed, at the direction of Norfolk Southern, that the mergers would be consummated in accordance with the terms set forth in the merger agreement, without waiver, modification or amendment of any material term, condition or other agreement contemplated therein or thereby and that, in the course of obtaining the necessary governmental, regulatory and other approvals, consents, releases and waivers for the mergers, no delay, limitation, restriction or condition, including any divestiture requirements or amendments or modifications, would be imposed that would have an adverse effect on Norfolk Southern, Union Pacific or the contemplated benefits of the mergers, in each case, in any respect material to BofA's analyses or opinion. BofA also assumed, at the direction of Norfolk Southern, that (i) the mergers would qualify for federal income tax purposes as a reorganization under the provisions of Section 368(a) of the Internal Revenue Code of 1986, as amended and (ii) the final executed merger agreement would not differ in any material respect from the draft merger agreement reviewed by BofA.

BofA expressed no view or opinion as to any terms or other aspects of the mergers (other than the merger consideration to the extent expressly specified in its opinion), including, without limitation, the form or structure of the mergers. BofA's opinion was limited to the fairness, from a financial point of view, of the merger consideration to be received by the holders of Norfolk Southern common stock (other than the canceled shares and the converted shares) in the mergers and no opinion or view was expressed with respect to any consideration received in connection with the mergers by the holders of any other class of securities, creditors or other constituencies of any party. In addition, no opinion or view was expressed with respect to the fairness (financial or otherwise) of the amount, nature or any other aspect of any compensation to any of the officers, directors or

employees of any party to the mergers, or class of such persons, relative to the merger consideration. Furthermore, no opinion or view was expressed as to the relative merits of the mergers in comparison to other strategies or transactions that might be available to Norfolk Southern or in which Norfolk Southern might engage or as to the underlying business decision of Norfolk Southern to proceed with or effect the mergers. BofA did not express any opinion as to what the value of Union Pacific common stock actually would be when issued or the prices at which Norfolk Southern common stock or Union Pacific common stock would trade at any time, including following announcement or consummation of the mergers. In addition, BofA expressed no opinion or recommendation as to how any shareholder should vote or act in connection with the mergers or any related matter. Except as described above, Norfolk Southern imposed no other limitations on the investigations made or procedures followed by BofA in rendering its opinion.

BofA's opinion was necessarily based on financial, economic, monetary, market and other conditions and circumstances as in effect on, and the information made available to BofA as of, the date of its opinion. BofA indicated in its written opinion that, as of the date of the opinion, the credit, financial and stock markets had been experiencing unusual volatility and BofA expressed no opinion or view as to any potential effects of such volatility on Norfolk Southern, Union Pacific or the mergers. It should be understood that subsequent developments may affect its opinion, and BofA does not have any obligation to update, revise or reaffirm its opinion. The issuance of BofA's opinion was approved by a fairness opinion review committee of BofA.

The following represents a brief summary of the material financial analyses presented by BofA to the Norfolk Southern board in connection with its opinion. **The financial analyses summarized below include information presented in tabular format. In order to fully understand the financial analyses performed by BofA, the tables must be read together with the text of each summary. The tables alone do not constitute a complete description of the financial analyses performed by BofA. Considering the data set forth in the tables below without considering the full narrative description of the financial analyses, including the methodologies and assumptions underlying the analyses, could create a misleading or incomplete view of the financial analyses performed by BofA.**

Summary of Norfolk Southern Financial Analyses.

Selected Publicly Traded Companies Analysis. BofA reviewed publicly available financial and stock market information for Norfolk Southern and the following four publicly traded companies in the rail transportation industry:

- Union Pacific Corporation
- Canadian Pacific Kansas City Limited
- Canadian National Railway Company
- CSX Corporation

BofA reviewed, among other things, enterprise values of the selected publicly traded companies, calculated as equity values based on closing stock prices on July 16, 2025, the last trading day before public speculation that Union Pacific was pursuing an acquisition of Norfolk Southern, plus total debt and non-controlling interests, less cash, cash equivalents and investments, as a multiple of calendar years 2025 and 2026 estimated adjusted earnings before interest, taxes, depreciations and amortization, which is referred to as Adjusted EBITDA. BofA also reviewed per share equity values, based on closing stock prices on July 16, 2025, of the selected publicly traded companies as a multiple of calendar years 2025 and 2026 adjusted earnings per share, which is referred to as Adjusted EPS. Financial data of the selected publicly traded companies were based on public filings and publicly available research analysts' estimates.

The results of BofA's analysis were presented for the selected publicly traded companies, as indicated in the following table:

Selected Publicly Traded Companies	EV / 2025E Adj. EBITDA	EV / 2026E Adj. EBITDA	Price / 2025E Adj. EPS	Price / 2026E Adj. EPS
Union Pacific Corporation	13.2x	12.4x	19.9x	17.9x
Canadian Pacific Kansas City Limited	15.6x	14.3x	23.3x	20.3x
Canadian National Railway Company	12.3x	11.5x	18.2x	16.4x
CSX Corporation	12.1x	11.2x	20.2x	17.3x

BofA then (i) applied a range of multiples of 12.00x to 14.00x, derived from the selected publicly traded companies, to Norfolk Southern's calendar year 2025 estimated Adjusted EBITDA and applied a range of multiples of 18.50x to 21.50x, derived from the selected publicly traded companies, to Norfolk Southern's calendar year 2025 estimated Adjusted EPS and (ii) applied a range of multiples of 11.00x to 13.00x, derived from the selected publicly traded companies, to Norfolk Southern's calendar year 2026 estimated Adjusted EBITDA and applied a range of multiples of 17.00x to 20.00x, derived from the selected publicly traded companies, to Norfolk Southern's calendar year 2026 estimated Adjusted EPS to determine implied per share equity values for Norfolk Southern (rounded to the nearest $0.25). Estimated financial data of the selected publicly traded companies were based on publicly available research analysts' estimates, and estimated financial data of Norfolk Southern were based on the Norfolk Southern management unaudited Norfolk Southern projections. This analysis indicated the following approximate implied equity value reference ranges per share of Norfolk Southern common stock, as compared to the implied value of the merger consideration, calculated by adding the $88.82 in cash consideration to $231.18, the implied value of the one share of Union Pacific common stock included in the merger consideration based on the closing price of Union Pacific common stock on July 16, 2025 (which is referred to, solely for purposes of this summary of BofA's opinion, as the implied consideration value):

Implied Equity Value Reference Range Per Share of Norfolk Southern Common Stock				Implied Consideration Value
2025E Adj. EBITDA	2026E Adj. EBITDA	2025E Adj. EPS	2026E Adj. EPS	
$252.50 - $304.25	$247.50 - $302.75	$234.50 - $272.50	$240.75 - $283.25	$320.00

No company used in this analysis is identical or directly comparable to Norfolk Southern. Accordingly, an evaluation of the results of this analysis is not entirely mathematical. Rather, this analysis involves complex considerations and judgments concerning differences in financial and operating characteristics and other factors that could affect the public trading or other values of the companies to which Norfolk Southern was compared.

Selected Precedent Transactions Analysis. BofA reviewed, to the extent publicly available, financial information relating to the following twenty (20) selected transactions involving companies in the rail transportation industry. For each of these transactions, BofA reviewed transaction values, calculated as the enterprise value implied for the target company based on the consideration payable in the selected transaction (with the full transaction value implied for transactions with less than 100% being acquired), as multiples of the target company's Adjusted EBITDA, for the last twelve months for the year in which the applicable transaction was announced except with respect to the Glencore Rail/Genesee & Wyoming Australia and the Genesee & Wyoming Australia/Macquarie Infrastructure & Real Assets transactions, where, in each case, such multiple was based on the estimated Adjusted EBITDA for the twelve months following the announcements each made in October 2016, and based on publicly available information at that time (such multiples are referred to in this section as TEV/LTM Adjusted EBITDA). Financial data relating to each of the selected transactions was based on publicly available information at the time of announcement of the relevant transaction.

Date Announced	Target	Acquiror	TEV/LTM Adj. EBITDA
09/21	Kansas City Southern	Canadian Pacific Railway Limited	21.2x
07/19	Genesee & Wyoming Inc.	Brookfield Infrastructure Partners L.P. / GIC Pte. Ltd.	13.4x
03/17	Florida East Coast Railway Holdings Corp.	GMéxico Transportes S.A. de C.V.	13.6x
10/16	Glencore Rail (NSW) Pty Limited	Genesee & Wyoming Australia Pty Ltd	11.4x
10/16	Genesee & Wyoming Australia Pty Ltd. (49%)	Macquarie Infrastructure and Real Assets	11.2x
03/16	Pacific National Holdings Pty Ltd.	Rail Consortium(1)	10.3x
02/15	Freightliner Group Limited (95%)	Genesee & Wyoming Inc.	9.5x
07/12	RailAmerica, Inc.	Genesee & Wyoming Inc.	10.3x
11/09	Burlington Northern Santa Fe Corp.	Berkshire Hathaway Inc.	8.8x
09/07	Dakota, Minnesota & Eastern Railroad Corporation	Canadian Pacific Railway Limited	15.2x
11/06	RailAmerica, Inc.	Fortress Investment Group LLC	11.7x
08/05	Patrick Corporation	Toll Holding Ltd.	15.0x
12/04	Transportacion Ferroviaria Mexicana, S.A. de C.V. (51%)	Kansas City Southern	6.1x
11/03	BC Rail Ltd.	Canadian National Railway Company	14.4x
01/01	Wisconsin Central Ltd.	Canadian National Railway Company	9.8x
02/98	Illinois Central Corp.	Canadian National Railway Company	11.4x
04/97	Conrail Inc.	CSX Corp./Norfolk Southern Corporation	12.1x
08/95	Southern Pacific Rail Corp.	Union Pacific Corp.	12.3x
03/95	Chicago and North Western Holdings Corporation	Union Pacific Corp.	8.4x
06/94	Santa Fe Pacific Corporation	Burlington Northern Inc.	7.2x

(1) Rail Consortium consists of CPP Investments Limited (33%), Global Infrastructure Partners Inc. (27%), China Investment Corporation (16%), GIC Pte Ltd. (12%) and British Columbia Investment Management Corporation (12%).

Based on BofA's review of the TEV/LTM Adjusted EBITDA multiples for the selected transactions, BofA applied a TEV/LTM Adjusted EBITDA multiple reference range of 12.00x to 16.00x to Norfolk Southern's Adjusted EBITDA for the twelve-month period ended June 30, 2025. BofA then calculated an implied equity value reference range per share of Norfolk Southern common stock. This analysis indicated the following approximate implied equity value reference range per share of Norfolk Southern common stock (rounded to the nearest $0.25), as compared to the implied consideration value:

Implied Equity Value Reference Range Per Share of Norfolk Southern Common Stock	Implied Consideration Value
$244.25 - $344.75	$320.00

No company, business or transaction used in this analysis is identical or directly comparable to Norfolk Southern or the mergers. Accordingly, an evaluation of the results of this analysis is not entirely mathematical. Rather, this analysis involves complex considerations and judgments concerning differences in financial and operating characteristics and other factors that could affect the acquisition or other values of the companies, business segments or transactions to which Norfolk Southern and the mergers were compared.

Discounted Cash Flow Analysis. BofA performed a discounted cash flow analysis of Norfolk Southern to calculate the estimated present value of the standalone unlevered, after-tax free cash flows that Norfolk Southern was forecasted to generate during the six-month period ending December 31, 2025 and for the fiscal years 2026 through 2030 based on the Norfolk Southern management unaudited Norfolk Southern projections. BofA calculated terminal values for Norfolk Southern by applying terminal multiples of 11.00x to 13.00x to Norfolk Southern's fiscal year 2030 estimated Adjusted EBITDA. The cash flows and terminal values were then discounted to present value as of June 30, 2025, assuming a mid-year convention for cash flows, using discount

rates ranging from 8.50% to 10.00%, which were based on an estimate of Norfolk Southern's weighted average cost of capital. This analysis indicated the following approximate implied equity value reference range per share of Norfolk Southern common stock (rounded to the nearest $0.25), as compared to the implied consideration value:

Implied Equity Value Reference Range Per Share of Norfolk Southern Common Stock	Implied Consideration Value
$249.75 - $317.75	$320.00

Other Factors.

BofA also noted certain additional factors that were not considered part of its financial analyses with respect to its opinion but were referenced for informational purposes, including, among other things the following:

- *52-Week Trading Range*. BofA reviewed the trading range of the shares of Norfolk Southern common stock for the 52-week period ended July 16, 2025, which was $206.34 to $277.00.
- *Wall Street Analysts Price Targets*. BofA reviewed eighteen (18) publicly available equity research analyst price targets for the shares of Norfolk Southern common stock available as of July 16, 2025, which indicated low to high price targets for Norfolk Southern common stock of $174.00 to $300.00 and a present value of $157.50 to $271.50 (each rounded to the nearest $0.25) when discounted by one year at Norfolk Southern's mid-point cost of equity of 10.5%, derived using the capital asset pricing model.
- *Present Value of Future Stock Price*. BofA calculated a range of present values of Norfolk Southern future stock prices including present value of cumulative dividends discounted back to July 25, 2025 by using Norfolk Southern's estimated fiscal year 2030 Adjusted EPS based on the Norfolk Southern management unaudited Norfolk Southern projections, a range of price to next twelve months Adjusted EPS multiples of 19.0x to 21.0x and Norfolk Southern's estimated mid-point cost of equity of 10.5%, as well as the expected future dividend payments as provided by Norfolk Southern management, which indicated a range of implied present values of future stock prices of Norfolk Southern common stock of $277.50 per share to $306.25 per share, in each case rounded to the nearest $0.25 per share. Multiples used were based on BofA's professional judgment and experience as well as observable historical trading data of Norfolk Southern and selected publicly traded companies.

Summary of Union Pacific Financial Analyses.

Selected Publicly Traded Companies Analysis. BofA reviewed publicly available financial and stock market information for Union Pacific and the following four publicly traded companies in the rail transportation industry:

- Canadian Pacific Kansas City Limited
- Canadian National Railway Company
- CSX Corporation
- Norfolk Southern Corporation

BofA reviewed, among other things, enterprise values of the selected publicly traded companies, calculated as equity values based on closing stock prices on July 16, 2025, plus total debt and non-controlling interests, less cash, cash equivalents and investments, as a multiple of calendar years 2025 and 2026 estimated Adjusted EBITDA. BofA also reviewed the closing stock prices of the selected publicly traded companies on July 16, 2025, as a multiple of calendar years 2025 and 2026 estimated Adjusted EPS. Financial data of the selected companies were based on public filings and publicly available research analysts' estimates as of July 16, 2025.

The results of BofA's analysis were presented for the selected publicly traded companies, as indicated in the following table:

Selected Publicly Traded Companies	EV / 2025E Adj. EBITDA	EV / 2026E Adj. EBITDA	Price / 2025E Adj. EPS	Price / 2026E Adj. EPS
Canadian Pacific Kansas City Limited	15.6x	14.3x	23.3x	20.3x
Canadian National Railway Company	12.3x	11.5x	18.2x	16.4x
CSX Corporation	12.1x	11.2x	20.2x	17.3x
Norfolk Southern Corporation	12.3x	11.5x	20.6x	18.2x

BofA then (i) applied a range of multiples of 13.00x to 15.00x, derived from the selected publicly traded companies, to Union Pacific's calendar year 2025 estimated Adjusted EBITDA and applied a range of multiples of 19.50x to 22.50x, derived from the selected publicly traded companies, to Union Pacific's calendar year 2025 estimated Adjusted EPS and (ii) applied a range of multiples of 12.00x to 14.00x, derived from the selected publicly traded companies, to Union Pacific's calendar year 2026 estimated Adjusted EBITDA and applied a range of multiples of 18.00x to 21.00x, derived from the selected publicly traded companies, to Union Pacific's calendar year 2026 estimated Adjusted EPS to determine implied per share equity values for Union Pacific (rounded to the nearest $0.25). This analysis indicated the following approximate implied equity value reference ranges per share of Union Pacific common stock as compared to the closing price of Union Pacific common stock on July 16, 2025, of $231.18:

Implied Equity Value Reference Range Per Share of Union Pacific Common Stock			
2025E Adj. EBITDA	2026E Adj. EBITDA	2025E Adj. EPS	2026E Adj. EPS
$220.50 - $261.75	$215.75 - $259.75	$231.00 - $266.75	$226.25 - $264.00

No company used in this analysis is identical or directly comparable to Union Pacific. Accordingly, an evaluation of the results of this analysis is not entirely mathematical. Rather, this analysis involves complex considerations and judgments concerning differences in financial and operating characteristics and other factors that could affect the public trading or other values of the companies to which Union Pacific was compared.

Discounted Cash Flow Analysis. BofA performed a discounted cash flow analysis of Union Pacific to calculate the estimated present value of the standalone unlevered, after-tax free cash flows that Union Pacific was forecasted to generate during the six-month period ending December 31, 2025 and for the fiscal years 2026 through 2031 based on the Norfolk Southern management view of the UP management unaudited projections. BofA calculated terminal values for Union Pacific by applying terminal multiples of 12.00x to 14.00x to Union Pacific's fiscal year 2031 estimated Adjusted EBITDA. The cash flows and terminal values were then discounted to present value as of June 30, 2025, assuming a mid-year convention for cash flows, using discount rates ranging from 8.50% to 10.00%, which were based on an estimate of Union Pacific's weighted average cost of capital. This analysis indicated the following approximate implied equity value reference range per share of Union Pacific common stock (rounded to the nearest $0.25), as compared to the closing price of Union Pacific common stock on July 16, 2025, of $231.18:

Implied Equity Value Reference Range Per Share of Union Pacific Common Stock
$190.50 - $241.25

Other Factors

BofA also noted certain additional factors that were not considered part of its financial analyses with respect to its opinion but were referenced for informational purposes, including, among other things the following:

- *52-Week Trading Range.* BofA reviewed the trading range of the shares of Union Pacific common stock for the 52-week period ended July 16, 2025, which was $208.27 to $256.09.

- *Wall Street Analysts Price Targets.* BofA reviewed eighteen (18) publicly available equity research analyst price targets for the Union Pacific common stock available as of July 16, 2025, which indicated low to high price targets for Union Pacific common stock of $202.00 to $275.00 and a present value of $183.50 to $249.75 (each rounded to the nearest $0.25) when discounted by one year at Union Pacific's mid-point cost of equity of 10.1%, derived using the capital asset pricing model.

Summary of Material Pro Forma Financial Analysis

Has/Gets Analysis

BofA performed a has/gets analysis to calculate the theoretical change in the aggregate equity value of Norfolk Southern common stock resulting from the mergers based on a comparison of (i) the 100% ownership by holders of Norfolk Southern common stock on a standalone basis and (ii) the pro forma ownership by holders of Norfolk Southern common stock of Union Pacific common stock after giving effect to the mergers.

For the aggregate equity value of Norfolk Southern common stock on a standalone basis, BofA used the reference range obtained in its discounted cash flow analysis described above under "*Summary of Material Financial Analyses of Norfolk Southern — Discounted Cash Flow Analysis*." BofA then performed the same analysis by calculating the range of implied aggregate equity values allocable to holders of Norfolk Southern common stock on a pro forma basis, giving effect to the mergers, by assuming approximately 27.5% pro forma ownership, based on the number of shares of Union Pacific common stock estimated to be issued to holders of Norfolk Southern common stock in the mergers, utilizing the results of the standalone discounted cash flow analyses for Norfolk Southern and Union Pacific described above under "*Summary of Material Financial Analyses of Norfolk Southern – Discounted Cash Flow Analysis*" and under "*Summary of Material Financial Analyses of Union Pacific – Discounted Cash Flow Analysis*," and taking into account the net present value of the synergies as of June 30, 2025, using a discount rate of 8.5% to 10.0% based on BofA's professional judgment and experience. BofA then compared these implied equity value reference ranges, which were further adjusted by an estimated additional net debt from the mergers and $88.82 per share cash consideration, to the implied equity value reference ranges derived for Norfolk Southern on a standalone basis utilizing the results of the standalone discounted cash flow analysis of Norfolk Southern described above.

This analysis yielded the following implied aggregate equity value reference ranges for Norfolk Southern common stock on a standalone basis and on a pro forma basis:

	Aggregate Equity Value Reference Ranges for Norfolk Southern common stock (in millions)
Standalone	$ 56,223 - $71,566
Pro Forma	$ 69,513 - $74,606

Miscellaneous

As noted above, the discussion set forth above is a summary of the material financial analyses presented by BofA to the Norfolk Southern board in connection with its opinion and is not a comprehensive description of all analyses undertaken by BofA in connection with its opinion. The preparation of a financial opinion is a complex analytical process involving various determinations as to the most appropriate and relevant methods of financial analysis and the application of those methods to the particular circumstances and, therefore, a financial opinion is not readily susceptible to partial analysis or summary description. BofA believes that its analyses summarized above must be considered as a whole. BofA further believes that selecting portions of its analyses and the factors considered or focusing on information presented in tabular format, without considering all analyses and factors or the narrative description of the analyses, could create a misleading or incomplete view of the processes underlying its analyses and opinion. The fact that any specific analysis has been referred to in the summary above is not meant to indicate that such analysis was given greater weight than any other analysis referred to in the summary.

In performing its analyses, BofA considered industry performance, general business and economic conditions and other matters, many of which are beyond the control of Norfolk Southern and Union Pacific. The estimates of the future performance of Norfolk Southern and Union Pacific in or underlying BofA's analyses are not necessarily indicative of actual values or actual future results, which may be significantly more or less favorable than those estimates or those suggested by BofA's analyses. These analyses were prepared solely as part of BofA's analysis of the fairness, from a financial point of view, of the merger consideration and were provided to the Norfolk Southern board in connection with the delivery of BofA's opinion. The analyses do not purport to be appraisals or to reflect the prices at which a company might actually be sold or the prices at which any securities have traded or may trade at any time in the future. Accordingly, the estimates used in, and the ranges of valuations resulting from, any particular analysis described above are inherently subject to substantial uncertainty and should not be taken to be BofA's view of the actual values of Norfolk Southern or Union Pacific.

The type and amount of consideration payable in the mergers was determined through negotiations between Norfolk Southern and Union Pacific, rather than by any financial advisor, and was approved by the Norfolk Southern board. The decision of Norfolk Southern to enter into the merger agreement was solely that of the Norfolk Southern board. As described above, BofA's opinion and analyses were only one of many factors considered by the Norfolk Southern board in its evaluation of the proposed mergers and should not be viewed as determinative of the views of the Norfolk Southern board or management with respect to the mergers or the merger consideration.

Norfolk Southern has agreed to pay BofA for its services in connection with the mergers an aggregate fee, which is currently estimated, based on the information available as of the date of announcement, to be approximately $130 million, $7.5 million of which was payable upon the rendering of its opinion and the remainder of which is payable upon the closing of the mergers. Norfolk Southern also has agreed to reimburse BofA for its expenses incurred in connection with BofA's engagement and to indemnify BofA, any controlling person of BofA and each of their respective directors, officers, employees, agents and affiliates against specified liabilities, including liabilities under the federal securities laws.

BofA and its affiliates comprise a full service securities firm and commercial bank engaged in securities, commodities and derivatives trading, foreign exchange and other brokerage activities, and principal investing as well as providing investment, corporate and private banking, asset and investment management, financing and financial advisory services and other commercial services and products to a wide range of companies, governments and individuals. In the ordinary course of their businesses, BofA and its affiliates invest on a principal basis or on behalf of customers or manage funds that invest, make or hold long or short positions, finance positions or trade or otherwise effect transactions in the equity, debt or other securities or financial instruments (including derivatives, bank loans or other obligations) of Norfolk Southern, Union Pacific and certain of their respective affiliates.

BofA and its affiliates in the past have provided, currently are providing, and in the future may provide investment banking, commercial banking and other financial services to Norfolk Southern and its affiliates and have received or in the future may receive compensation for the rendering of these services, including (i) having acted or acting as financial advisor to Norfolk Southern in connection with shareholder activism, (ii) having acted as manager or underwriter for certain debt offerings of Norfolk Southern, (iii) having acted or acting as co-lead arranger, joint bookrunner for, and/or lender under, certain letters of credit, leasing and other credit facilities of Norfolk Southern and (iv) having provided or providing certain treasury management services and products to Norfolk Southern. From July 1, 2023 through June 30, 2025, BofA and its affiliates derived aggregate revenues from Norfolk Southern and its affiliates of approximately $16 million for investment and corporate banking services.

In addition, BofA and its affiliates in the past have provided, currently are providing, and in the future may provide investment banking, commercial banking and other financial services to Union Pacific and its affiliates and have received or in the future may receive compensation for the rendering of these services, including (i) having acted as manager or underwriter for certain debt offerings of Union Pacific, (ii) having acted or acting

as co-lead arranger, joint bookrunner for, and/or lender under, certain leasing and other credit facilities of Union Pacific and (iii) having provided or providing certain treasury management services and products to Union Pacific. From July 1, 2023 through June 30, 2025, BofA and its affiliates derived aggregate revenues from Union Pacific and its affiliates of approximately $8 million for investment and corporate banking services.

As of the date of its written opinion, BofA and its affiliates were working with Union Pacific and its affiliates on one or more investment and corporate banking matters unrelated to the mergers and BofA believes, based on the information available to it as of the date of its written opinion, that the aggregate revenues BofA and its affiliates will derive from Union Pacific and its affiliates for those concurrent investment and corporate banking services will be materially less than the aggregate fee payable by Norfolk Southern to BofA for its services in connection with the mergers. In addition, in the ordinary course of its respective businesses, BofA and its affiliates (including members of BofA's deal team working with Norfolk Southern on the merger) have pitched, are currently pitching, and/or will continue to pitch, additional investment and corporate banking services unrelated to the mergers to Union Pacific and its affiliates, but how much, if any, additional investment and corporate banking business and revenues will result from those efforts is subject to numerous factors beyond the control of BofA and its affiliates

As of the close of trading on July 28, 2025, the date of BofA's written opinion, BofA and its affiliates held on a non-fiduciary basis (i) outstanding common stock of Norfolk Southern having a market value of approximately $108 million as of such date, representing less than 0.5% of the outstanding common stock of Norfolk Southern as of such date and (ii) outstanding common stock of Union Pacific having a market value of approximately $283 million as of such date, representing less than 0.5% of the outstanding common stock of Union Pacific as of such date. BofA disclosed its holdings in a non-fiduciary capacity in Norfolk Southern common stock and Union Pacific common stock to the Norfolk Southern board prior to the delivery of its written opinion.

Governance of Union Pacific After the Mergers

Board of Directors. At the first effective time, the parties will take all actions to designate and appoint three (3) directors of Norfolk Southern, to become members of the Union Pacific board. The designees will be determined by the Union Pacific board, except that the designees will include Mark R. George, the current President and Chief Executive Officer of Norfolk Southern, and Richard H. Anderson, the current Chairman of the Norfolk Southern board, in each case, so long as each is qualified, and willing and suitable to serve as a director under all applicable corporate governance policies and guidelines as reviewed and determined reasonably and in good faith by the Corporate Governance, Nominating and Sustainability Committee of the Union Pacific board.

Interests of Directors and Executive Officers in the Mergers

Interests of Union Pacific Directors and Executive Officers in the Mergers

Union Pacific shareholders should be aware that Union Pacific's directors and executive officers have interests in the mergers that may be different from, or in addition to, those of Union Pacific shareholders generally. The Union Pacific board was aware of these interests and considered them, among other matters, in approving the merger agreement and making its recommendation that the Union Pacific shareholders vote **"FOR"** the share issuance proposal. See "*The Mergers—Union Pacific Reasons for the Mergers; Recommendation of the Union Pacific Board of Directors*."

These interests include the following:

- the members of the Union Pacific board will remain on the Union Pacific board;
- Michael R. McCarthy, the Chairman of the Union Pacific board will remain as the Chairman of the Union Pacific board; and
- the executive officers of Union Pacific will remain the executive officers of the combined company.

None of Union Pacific's directors or executive officers are party to or participates in any plan, program, or arrangement that provides such director or executive officer with any kind of compensation that is based on or otherwise related to the completion of the mergers.

The information set forth above in this section is intended to comply with Item 402(t) of Regulation S-K under the Securities Act, which is referred to as the Securities Act, as it relates to the disclosure of certain information about compensation for Union Pacific's named executive officers that is based on or otherwise relates to the completion of the mergers.

Interests of Norfolk Southern Directors and Executive Officers in the Mergers

In considering the recommendation of the Norfolk Southern board to vote to approve the merger agreement proposal, holders of Norfolk Southern common stock should be aware that the directors and executive officers of Norfolk Southern may have interests in the mergers that are different from, or in addition to, the interests of holders of Norfolk Southern common stock generally and that may create potential conflicts of interest. The Norfolk Southern board was aware of these interests and considered them, among other matters, in evaluating and negotiating the merger agreement and approving the merger agreement, and in recommending to holders of Norfolk Southern common stock that they vote to approve the merger agreement proposal.

These interests are described in more detail below, and certain of them are quantified in the narrative below, including compensation that may become payable in connection with the mergers to Norfolk Southern's named executive officers (which is the subject of a non-binding advisory vote of Norfolk Southern shareholders). For more information, please *see* "*Norfolk Southern Proposals—Proposal 2: The Merger-Related Compensation Proposal*." The mergers will constitute a "change in control" for purposes of the Norfolk Southern executive compensation plans and agreements described below.

For purposes of this disclosure, Norfolk Southern's named executive officers who have interests in the mergers are:

- Mark R. George—*President and Chief Executive Officer*
- Jason A. Zampi—*Executive Vice President and Chief Financial Officer*
- John F. Orr—*Executive Vice President and Chief Operating Officer*
- Anil Bhatt—*Executive Vice President and Chief Information & Digital Officer*
- Claude E. Elkins—*Executive Vice President and Chief Commercial Officer*

In accordance with SEC rules, this disclosure also covers individuals who are not named executive officers, who served as executive officers of Norfolk Southern at any time since January 1, 2024 and who have interests in the mergers. Accordingly, for purposes of this disclosure, Norfolk Southern's executive officers who are not named executive officers are:

- Ann A. Adams, *Chief Human Resources Officer*
- Claiborne L. Moore, *Vice President and Controller*

For purposes of this disclosure, Norfolk Southern's non-employee directors are: Richard H. Anderson, William Clyburn, Jr., Philip S. Davidson, Francesca A. DeBiase, Marcela E. Donadio, Sameh Fahmy, Mary Kathryn "Heidi" Heitkamp, John C. Huffard, Jr., Christopher T. Jones, Gilbert H. Lamphere, and Lori J. Ryerkerk.

Certain Assumptions

Except as otherwise specifically noted, for purposes of quantifying the potential payments and benefits described in this section, the following assumptions were used:

- the first effective time will occur on September 26, 2025 (which is the assumed date of the first effective time solely for purposes of the disclosure in this section);
- each of Norfolk Southern's executive officers will experience a "Termination" under his or her change in control agreement at such time and a termination without "cause" or for "good reason" under his or her equity award agreements;
- the relevant price per share of Norfolk Southern common stock is $277.43 (the average closing market price of Norfolk Southern common stock over the first five (5) business days following the public announcement of the merger on July 29, 2025);
- the Norfolk Southern equity awards will be amended to provide for double trigger vesting (as described below) prior to the first effective time; and
- performance goals applicable to unvested Norfolk Southern PSUs are deemed achieved at the first effective time below the threshold level of performance with respect to performance cycle 2023-2025 and at the target level of performance with respect to performance cycles 2024-2026 and 2025-2027.

The amounts indicated below are estimates based on multiple assumptions that may or may not actually occur or be accurate on the relevant date, including the assumptions described above, and do not reflect certain compensation actions that may occur before completion of the mergers.

Treatment of Outstanding Equity Awards

Norfolk Southern Stock Options

Each Norfolk Southern stock option that is outstanding immediately prior to the first effective time (including each Norfolk Southern stock option held by an executive officer) will, as of the first effective time, automatically and without any action on the part of the holder thereof, be assumed and converted into (or canceled and replaced by) an option to purchase shares of Union Pacific common stock (i) with respect to a number of shares of Union Pacific common stock equal to the product of (a) the number of shares of Norfolk Southern common stock subject to the corresponding Norfolk Southern stock option immediately prior to the first effective time multiplied by (b) the equity award exchange ratio (rounded down to the nearest whole number of shares), and (ii) with a per share exercise price that is equal to the quotient of (a) the exercise price per share of Norfolk Southern common stock of the corresponding Norfolk Southern stock option immediately prior to the first effective time divided by (b) the equity award exchange ratio (rounded up to the nearest cent), with the same terms and conditions that applied to the corresponding Norfolk Southern stock option immediately prior to the first effective time (including, without limitation, payment of quarterly dividend equivalents).

Norfolk Southern RSUs

Each Norfolk Southern RSU that is outstanding as of immediately prior to the first effective time will, as of the first effective time, automatically and without any action on the part of the holder thereof (i) if such Norfolk Southern RSU is vested (including each vested Norfolk Southern RSU held by a nonemployee director) or becomes vested at the first effective time pursuant to its terms as in effect as of the date of the merger agreement, be canceled and converted into the right to receive an amount in cash (without interest) equal to the merger consideration value multiplied by the total number of shares of Norfolk Southern common stock subject to such Norfolk Southern RSU immediately prior to the first effective time, or (ii) if such Norfolk Southern RSU is not covered by clause (i) (including each Norfolk Southern RSU held by an executive officer), be assumed and converted into (or canceled and replaced by) a Union Pacific stock unit award, relating to a number of shares of

Union Pacific common stock equal to the product, rounded to the nearest whole number of shares, of (a) the number of shares of Norfolk Southern common stock subject to such Norfolk Southern RSU immediately prior to the first effective time, and (b) the equity award exchange ratio, with the same terms and conditions that applied to such Norfolk Southern RSU immediately prior to the first effective time (including, without limitation, payment of quarterly dividend equivalents).

Norfolk Southern PSUs

Each Norfolk Southern PSU that is outstanding as of immediately prior to the first effective time (including each Norfolk Southern PSU held by an executive officer) will, as of the first effective time, automatically and without any action on the part of the holder thereof, be assumed and converted into (or canceled and replaced by) a Union Pacific stock unit award, relating to a number of shares of Union Pacific common stock equal to the product, rounded to the nearest whole number of shares, of (i) the number of shares of Norfolk Southern common stock subject to such Norfolk Southern PSU immediately prior to the first effective time (with such number of shares of Norfolk Southern common stock determined based upon the greater of (a) the target level of performance and (b) the actual level of performance calculated as of the latest practicable date prior to the first effective time as determined reasonably and in good faith by the Compensation and Talent Management Committee of the Norfolk Southern board (which is referred to as the Committee), and (ii) the equity award exchange ratio, with the same terms and conditions (including service-based vesting but excluding performance-based vesting conditions) that applied to such Norfolk Southern PSU immediately prior to the first effective time.

Norfolk Southern Phantom Stock Units

Each Norfolk Southern phantom stock unit that is outstanding as of immediately prior to the first effective time (each of which is held by a current or former nonemployee director) will, at the first effective time, automatically and without any action on the part of the holder thereof, be canceled and converted into the right to receive an amount in cash (without interest) equal to the merger consideration value multiplied by the total number of shares of Norfolk Southern common stock relating to such Norfolk Southern phantom stock unit immediately prior to the first effective time.

Double Trigger Vesting and Exercise Terms

Norfolk Southern intends to take action to cause all Norfolk Southern equity awards held by Norfolk Southern's employees, including Norfolk Southern executive officers, to include "double trigger" vesting and exercise terms as of immediately prior to the first effective time. Such terms will provide, with respect to each executive officer, that if such executive officer's employment is terminated by Norfolk Southern without "cause" or due to the executive officer's resignation for "good reason", in each case, on or within 24 months following a change in control of Norfolk Southern (each such termination, a "qualifying termination"), then all unvested Norfolk Southern equity awards then held by such executive officer would fully vest upon such termination of employment and all stock options (whether previously vested or becoming vested as a result of such qualifying termination) will remain exercisable for the remainder of their ten-year term. These "double trigger" vesting protections will continue to apply to the Norfolk Southern equity awards after such awards are assumed and converted into Union Pacific equity awards at the first effective time.

Quantification of Norfolk Southern Equity Awards

See "*Quantification of Potential Payments and Benefits to Norfolk Southern's Named Executive Officers in Connection with the Mergers*" beginning on page 151 of this joint proxy statement/prospectus for an estimate of the value of unvested Norfolk Southern equity awards held by each of Norfolk Southern's named executive officer. Based on the assumptions described above under "*—Certain Assumptions*", the estimated aggregate value of the unvested Norfolk Southern equity awards held by Norfolk Southern's two executive officers who are not named executive officers is: unvested Norfolk Southern stock options—$259,347; unvested Norfolk Southern

RSUs—$3,031,616; and unvested Norfolk Southern PSUs—$2,009,980. All Norfolk Southern equity awards held by Southern's eleven non-employee directors are fully vested.

Change in Control Agreements

Each Norfolk Southern executive officer is party to a change in control agreement with Norfolk Southern that provides that, in the event that the executive officer experiences a "Termination" (which is generally defined in each change in control agreement to mean a termination of the executive officer's employment by Norfolk Southern without cause or by the executive officer under certain enumerated circumstances that would result in a material negative change in the executive officer's relationship with Norfolk Southern) during the 24 months following a change in control of Norfolk Southern, then Norfolk Southern will be obligated to pay the executive officer a cash lump sum payment equal to 2.99 times the sum of (i) the executive officer's base salary and (ii) 100% of the executive officer's annual bonus opportunity, in each case, based on the greater of the base salary and annual bonus opportunity, as applicable, in effect as of (a) the date of termination of employment and (b) the date immediately preceding the change in control.

See "*Quantification of Potential Payments and Benefits to Norfolk Southern's Named Executive Officers in Connection with the Mergers*" beginning on page 151 of this joint proxy statement/prospectus for the estimated amounts that each of Norfolk Southern's named executive officers would receive under their change in control agreements upon a Termination. Based on the assumptions described above under "*—Certain Assumptions*," the estimated aggregate amount of the cash severance payments that Norfolk Southern's two executive officers who are not named executive officers would receive under their change in control agreements upon a Termination is $6,261,060.

Transaction Bonus Program

In connection with the mergers, Norfolk Southern has established a cash-based transaction bonus program in the amount of $100 million, under which it may grant transaction bonuses to employees of Norfolk Southern and its affiliates, including the executive officers, because the Norfolk Southern board recognized that the announcement of the mergers and the uncertainty inherent in the transaction process created heightened retention risk. Allocations of awards under the transaction bonus program will be made by the Committee. Transaction bonuses will vest and be payable, in the discretion of the Committee, either (i) at the first effective time, (ii) in three installments with 25% vesting on each of April 28, 2026 and January 28, 2027 and the remaining 50% vesting at the first effective time, or (iii) between January 28, 2027 and the first effective time. As of the date of this joint proxy statement/prospectus, the Committee has granted an award to each executive officer pursuant to the transaction bonus program. The Committee determined that such awards were necessary and appropriate to promote stability, maintain continuity of leadership and incentivize Norfolk Southern's executive officers to remain focused on Norfolk Southern's business and the successful completion of the mergers for the benefit of Norfolk Southern's shareholders. In making this determination, the Committee considered, among other factors, the fact that obtaining the requisite regulatory approvals may take a significant period of time. Each such award will vest in three installments with 25% vesting on each of April 28, 2026 and January 28, 2027 and 50% vesting at the first effective time, subject in each case to the recipient's continued employment through the applicable vesting date, except that upon a termination of employment without cause by Norfolk Southern prior to the first effective time or a Termination after the first effective time, the tranche of the award associated with the next scheduled vesting date (whether such vesting date is a fixed date or the first effective time) will become vested.

See "*Quantification of Potential Payments and Benefits to Norfolk Southern's Named Executive Officers in Connection with the Mergers*" beginning on page 151 of this joint proxy statement/prospectus for the amount of each named executive officer's award under the transaction bonus program. Based on the assumptions described above under "*—Certain Assumptions*", the estimated aggregate value of the awards granted under the transaction bonus program that would be paid to Norfolk Southern's two executive officers who are not named executive officers upon a Termination would be $2,100,000; the full aggregate value of such awards is $2,800,000.

Annual Incentive Payments

Pursuant to the merger agreement, prior to the first effective time, the Committee may determine performance for the portion of the fiscal year of Norfolk Southern elapsed prior to the closing date. Each bonus-eligible employee, including each executive officer, will be eligible to receive a prorated bonus for the portion of the fiscal year of Norfolk Southern elapsed prior to the closing date, with applicable performance goals deemed achieved at (i) a level that results in payment of 100% of the employee's annual bonus opportunity if the first effective time occurs prior to June 30 of the applicable year, or (ii) the most recent estimated level of performance used for purposes of determining Norfolk Southern's bonus accrual in respect of its financial reporting if the first effective time occurs after June 30 of the applicable year (or, in the case of an employee whose annual bonus is determined solely based on individual performance, on the basis of the employee's most recent performance rating). Each prorated bonus will be paid in February of the fiscal year following the fiscal year in which the closing occurs, subject to the employee's continued employment through December 31 of the year of closing. Notwithstanding the foregoing, if an employee experiences a Termination prior to the payment date, then that executive officer's prorated bonus will become fully vested and payable at the time of such Termination.

See "*Quantification of Potential Payments and Benefits to Norfolk Southern's Named Executive Officers in Connection with the Mergers*" beginning on page 151 of this joint proxy statement/prospectus for the estimated amount of the prorated bonus payment that each of Norfolk Southern's named executive officers would receive under the terms of the merger agreement upon a Termination. Based on the assumptions described above under "—*Certain Assumptions*" and, for illustrative purposes, assuming that the applicable performance goals are achieved at a level that results in payment of 67% of the applicable bonus opportunity, the estimated aggregate amount of the prorated bonus payments that Norfolk Southern's two executive officers who are not named executive officers would receive under the terms of the merger agreement upon a Termination is $546,615.

Defined Benefit Pension and Retiree Medical Plans

Pursuant to the terms of the merger agreement, prior to the first effective time, Norfolk Southern and its affiliates may amend each of its defined benefit pension and retiree medical plans covering nonunionized employees to provide that, for the five year period immediately following the first effective time, with respect to each individual who is eligible to participate in the applicable plan as of immediately prior to the first effective time, no such plan may be terminated or adversely amended without the applicable participant's written consent. Following the fifth anniversary of the first effective time, Union Pacific has committed to treat each such Norfolk Southern defined benefit pension and retiree medical plan in a manner that is comparable to Union Pacific's treatment of its analogous plan(s). As of the date of this joint proxy statement/prospectus, each of Norfolk Southern's executive officers is eligible to participate in a Norfolk Southern defined benefit pension plan, and only Mr. Elkins and one other executive officer who is not a named executive officer are eligible to participate in a Norfolk Southern retiree medical plan.

New Management Arrangements

As of the date of this joint proxy statement/prospectus, no Norfolk Southern executive officer has entered into any agreement with Norfolk Southern or Union Pacific regarding employment after the first effective time, although it is possible that Norfolk Southern or Union Pacific may enter into new employment or other arrangements with executive officers in the future.

Indemnification and Insurance

Pursuant to the terms of the merger agreement, from and after the first effective time, Union Pacific will indemnify certain persons, including Norfolk Southern's directors and executive officers. In addition, for a period of six (6) years from the first effective time, Union Pacific will maintain insurance policies for the benefit of certain persons, including Norfolk Southern's directors and executive officers. For additional information, see

"*The Merger Agreement—Covenants and Agreements—Indemnification and Insurance*" beginning on page 179 of this joint proxy statement/prospectus.

Quantification of Potential Payments and Benefits to Norfolk Southern's Named Executive Officers in Connection with the Mergers

The information set forth in the table below is intended to comply with Item 402(t) of the SEC's Regulation S-K, which requires disclosure of information about certain compensation for each named executive officer of Norfolk Southern that is based on, or otherwise relates to, the mergers. For additional details regarding the terms of the payments and benefits described below, see the discussion under the caption "*Interests of Norfolk Southern's Directors and Executive Officers in the Mergers*" above.

The amounts shown in the table below are estimates of the payments and benefits (on a pre-tax basis) that each of the Norfolk Southern named executive officers would receive based on multiple assumptions that may or may not actually occur or be accurate on the relevant date, including the assumptions described above under "*—Certain Assumptions*" and in the footnotes to the table, and do not reflect certain compensation actions that may occur before completion of the mergers.

The amounts in the table do not include amounts that Norfolk Southern's named executive officers were already vested in as of September 26, 2025. In addition, these amounts do not attempt to forecast any additional equity award grants or issuances or forfeitures that may occur prior to the completion of the mergers. As a result of the aforementioned assumptions, which may or may not actually occur or be accurate on the relevant date, the actual amounts, if any, to be received by a named executive officer may materially differ from the amounts set forth below.

Name (1)	Cash ($)(2)	Equity ($)(3)	Other ($)(4)	Total ($)
Mark R. George	$ 11,911,358	$ 15,201,594	$ 3,000,000	$ 30,112,952
Jason A. Zampi	$ 5,340,186	$ 3,129,611	$ 1,687,500	$ 10,157,297
John F. Orr	$ 6,161,753	$ 9,481,443	$ 2,250,000	$ 17,893,196
Claude E. Elkins.	$ 5,545,578	$ 4,573,058	$ 1,500,000	$ 11,618,636
Anil Bhatt	$ 5,340,186	$ 5,534,552	$ 1,500,000	$ 12,374,738

(1) Alan H. Shaw, *Former President and Chief Executive Officer*, and Paul B. Duncan, *Former Executive Vice President and Chief Operating Officer*, terminated employment with Norfolk Southern on September 11, 2024 and March 31, 2024, respectively, are also named executive officers for purposes of this disclosure but are not entitled to receive any compensation in connection with the mergers.

(2) *Cash*. Includes cash severance and prorated 2025 annual bonus for each named executive officer. The cash severance amount payable to each named executive officer equals 2.99 times the sum of (i) the executive officer's base salary and (ii) 100% of the executive officer's annual bonus opportunity. Such cash severance amounts are "double-trigger" and therefore payable pursuant to the applicable named executive officer's change in control agreement if, within twenty-four (24) months following a change in control, such named executive officer experiences a "Termination" (as defined in the change in control agreement). For further information, see "*Interests of Norfolk Southern's Directors and Executive Officers in the Mergers—Change in Control Agreements*." The prorated 2025 annual bonus would be computed based on the most recent estimated level of performance used for purposes of determining Norfolk Southern's bonus accrual in respect of its financial reporting, which, for illustrative purposes, is assumed to equal 67% of the applicable bonus opportunity, and paid to each named executive officer at the time such bonus would otherwise be paid in 2026 or upon the named executive officer's earlier Termination. Such amounts are "double trigger" because payment is accelerated upon the named executive officer's Termination. For further information, see "*Interests of Norfolk Southern's Directors and Executive Officers in the Mergers—Annual Incentive Payments*."

Name	Cash Severance ($)	Pro Rata Annual Bonus ($)	Total ($)
Mark R. George	$ 10,689,250	$ 1,222,108	$ 11,911,358
Jason A. Zampi	$ 4,858,750	$ 481,436	$ 5,340,186
John F. Orr	$ 5,606,250	$ 555,503	$ 6,161,753
Claude E. Elkins.	$ 5,045,625	$ 499,953	$ 5,545,578
Anil Bhatt	$ 4,858,750	$ 481,436	$ 5,340,186

(3) *Equity*. The values in this column include accelerated vesting of unvested Norfolk Southern stock options, Norfolk Southern RSUs and Norfolk Southern PSUs upon each named executive officer's qualifying termination. This accelerated vesting is a "double trigger" benefit and therefore applies upon the applicable named executive officer's termination of employment by Norfolk Southern within twenty-four (24) months following a change in control. For further details regarding the treatment of Norfolk Southern equity awards in connection with the mergers, see "*Interests of Norfolk Southern's Directors and Executive Officers in the Mergers—Treatment of Outstanding Equity Awards*". The estimated values of such awards are shown in the following table:

Name	Norfolk Southern Stock Options ($)	Norfolk Southern RSUs ($)	Norfolk Southern PSUs ($)	Total ($)
Mark R. George	$ 1,678,407	$5,628,361	$7,894,826	$15,201,594
Jason A. Zampi	$ 162,636	$1,074,625	$1,892,350	$ 3,129,611
John F. Orr	$ 368,006	$5,869,725	$3,243,712	$ 9,481,443
Claude E. Elkins.	$ 446,425	$1,374,527	$2,752,106	$ 4,573,058
Anil Bhatt	$ 176,824	$3,491,179	$1,866,549	$ 5,534,552

(4) *Transaction Bonuses*. Each named executive officer has been granted an award under Norfolk Southern's transaction bonus program in the following amounts: Mr. George—$4,000,000; Mr. Zampi—$2,250,000; Mr. Orr—$3,000,000; Messrs. Elkins and Bhatt—$2,000,000 each. For purposes of quantifying the value of each award in this column, 75% of the full value of each award is included on the basis that 50% of each award would vest upon the first effective time, which is assumed to occur on September 26, 2025 solely for purposes of this disclosure (and is therefore "single-trigger") and 25% of each award would vest upon the named executive officer's concurrent Termination (and is therefore "double-trigger"). For further information, *see* "*Interests of Norfolk Southern's Directors and Executive Officers in the Mergers—Transaction Bonus Program*."

Accounting Treatment of the Mergers

The unaudited pro forma condensed combined financial information was prepared on the basis that Union Pacific, assuming receipt of the requisite regulatory approvals and completion of the mergers, will account for the mergers as a purchase of Norfolk Southern using the acquisition method pursuant to Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 805, *Business Combinations*. Under the acquisition method, the assets and liabilities of Norfolk Southern are recorded at their fair value at the effective time of the mergers. In addition, the total consideration, measured at the market price at the first effective time, is allocated to the tangible and intangible assets acquired and liabilities assumed. Fair value is defined in ASC 820, *Fair Value Measurements*, as "the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date." Many of these fair value measurements can be highly subjective, and it is possible that other professionals, applying reasonable judgment to the same facts and circumstances, could develop and support a range of alternative estimated amounts. Once requisite regulatory approvals are received, Union Pacific will consolidate Norfolk Southern prospectively.

The transaction accounting adjustments to the unaudited pro forma condensed combined financial information are preliminary and have been made solely for the purpose of presenting the pro forma financial statements, which are necessary to comply with applicable disclosure and reporting requirements. The allocation of the

estimated consideration is pending finalization of various estimates, inputs, and analyses. Since this unaudited pro forma condensed combined financial information was prepared based on preliminary estimates of consideration and fair values attributable to the purchase of Norfolk Southern, the actual amounts eventually recorded for the purchase accounting, including the identifiable goodwill, may differ materially from the information presented.

Regulatory Approvals Required for the Mergers

STB Approval

The parties filed a prefiling notification with the STB pursuant to 49 C.F.R. § 1180.4(b) on July 30, 2025. For the STB application, Union Pacific and Norfolk Southern will promptly, but in no event later than six (6) months after the date of the prefiling notification, file the application with the STB (provided, however, that if the STB issues an order or otherwise implements a regulatory change that materially impedes the filing of the application, Union Pacific and Norfolk Southern will file the application as soon as reasonable in light of such order or regulatory change).

Obtaining STB approval is a closing condition as described in "*The Merger Agreement—Conditions to the Mergers—Conditions to the Obligations of Each Party to Effect the Mergers*."

CNA Approval; FCC Approval

As promptly as practicable and advisable, the parties will file any and all notification and report forms with the CNA and the FCC required under applicable law with respect to the mergers and the other transactions contemplated by the merger agreement, and take all other actions necessary to cause the expiration or termination of any applicable waiting periods under applicable law as soon as practicable after the date of the merger agreement.

Obtaining CNA approval is a closing condition as described in "*The Merger Agreement—Conditions to the Mergers—Conditions to the Obligations of Each Party to Effect the Mergers*." However, no filings with, or approvals from, the FCC are conditions to the closing of the mergers.

Exchange of Shares

The conversion of shares of Norfolk Southern common stock (other than (i) shares of Norfolk Southern common stock that are directly owned by Union Pacific, Norfolk Southern, Merger Sub 1, or Merger Sub 2 immediately prior to the first effective time (other than shares held on behalf of third parties), each of which will be canceled and will cease to exist upon completion of the first merger (which are referred to as canceled shares) and (ii) shares of Norfolk Southern common stock that are owned by any direct or indirect, wholly owned subsidiary of Norfolk Southern, each of which will be converted into the right to receive a number of shares of Union Pacific common stock equal to (a) the cash consideration divided by the Union Pacific share price plus (b) the exchange ratio (which are referred to as converted shares)) into the right to receive the merger consideration will occur automatically at the first effective time.

Prior to the first effective time, Union Pacific will, on behalf of Merger Sub 1, deposit or cause to be deposited with the exchange agent in trust for the benefit of holders of shares of Norfolk Southern common stock, (i) cash sufficient to pay the aggregate cash consideration payable in respect of Norfolk Southern common stock and (ii) evidence of Union Pacific common shares in book-entry form representing the number of shares of Union Pacific common stock sufficient to deliver the aggregate share consideration deliverable in respect of the Norfolk Southern common stock.

As soon as reasonably practicable after the first effective time and no later than the third business day following the closing date, Union Pacific will cause the exchange agent to mail to each holder of record of shares of Norfolk Southern common stock whose shares were converted into the right to receive the merger consideration

(i) a letter of transmittal with respect to book-entry shares and certificates representing shares of Norfolk Southern common stock and (ii) instructions for surrendering book-entry shares, to the extent applicable, or certificates (or effective affidavits of loss in lieu thereof) in exchange for the merger consideration.

On the surrender of certificates (or effective affidavits of loss in lieu of a certificate) or book-entry shares to the exchange agent, together with a duly completed and validly executed letter of transmittal, or, in the case of book-entry shares, receipt of an "agent's message" by the exchange agent, and such other documents as may customarily be required by the exchange agent, the holder of such certificates (or effective affidavits of loss in lieu thereof) or book-entry shares will be entitled to receive in exchange therefor, and the exchange agent will be required to promptly deliver to each such holder, the merger consideration (together with any fractional share cash amount and any dividends or other distributions payable with respect to such shares following the effective time). No interest will be paid or accrued on any amount payable on due surrender of certificates (or effective affidavits of loss in lieu thereof) or book-entry shares. If payment of the merger consideration is to be made to a person other than the person in whose name the surrendered certificate is registered, it will be a condition precedent of payment that (i) the certificate so surrendered will be properly endorsed or will be otherwise in proper form for transfer and (ii) the person requesting such payment will have paid any transfer and other similar taxes required by reason of the payment of the merger consideration to a person other than the registered holder of the certificate surrendered or will have established that such tax either has been paid or is not required to be paid.

No dividends or distributions, if any, with a record date after the first effective time with respect to shares of Union Pacific common stock will be paid to the holder of any unsurrendered shares of Norfolk Southern common stock to be converted into shares of Union Pacific common stock until such holder has surrendered their shares to the exchange agent for exchange. After such surrender of shares of Norfolk Southern common stock to be converted into shares of Union Pacific common stock, the holder thereof will receive (in addition to the merger consideration and any cash in lieu of any fractional shares of Union Pacific common stock) any such dividends or other distributions, without any interest thereon, which had previously become payable with respect to the shares of Union Pacific common stock represented by such share of Norfolk Southern common stock, less such withholding or deduction for any taxes required by applicable law.

In the case of any certificate that has been lost, stolen, or destroyed, on the making of an affidavit of that fact by the person claiming such certificate to be lost, stolen, or destroyed and, if required by the exchange agent, the posting by such person of a bond in customary amount as indemnity against any claim that may be made against it with respect to such certificate, the exchange agent will issue in exchange for such lost, stolen, or destroyed certificate the merger consideration (together with the fractional share cash amount and any dividends or other distributions deliverable with respect to such shares following the effective time) payable with respect to the shares of Norfolk Southern common stock represented by such lost, stolen, or destroyed certificate.

Treatment of Norfolk Southern's Existing Debt; Financing

There is no financing condition to the mergers.

In connection with the mergers, the parties intend to repay in full and terminate Norfolk Southern's existing revolving credit facility, commercial paper program, and receivables securitization facility.

Union Pacific has agreed to use reasonable best efforts to do all things necessary to obtain at or before the closing, funds sufficient for the payment of the cash consideration and any fees and expenses of or payable by Union Pacific, Merger Sub 1, Merger Sub 2, or Union Pacific's other affiliates on the closing date, and for any repayment or refinancing on the closing date of any outstanding indebtedness of Norfolk Southern and/or its subsidiaries contemplated by, or undertaken in connection with the transactions described in, the merger agreement.

Subject to the limitations set forth in the merger agreement, Norfolk Southern has agreed to, and to cause its subsidiaries to, use reasonable best efforts to provide customary cooperation to the extent reasonably requested

by Union Pacific in connection with the offering, arrangement, syndication, consummation, issuance, or sale of any debt financing required to fund the transactions described in the preceding paragraph.

No Appraisal Rights or Dissenters' Rights in the Mergers

Union Pacific Shareholders' Appraisal Rights

Under Utah law, Union Pacific shareholders will not be entitled to any appraisal rights in connection with the first merger, the second merger, or any other transactions described in this joint proxy statement/prospectus.

Norfolk Southern Shareholders' Appraisal Rights

Under Virginia law, Norfolk Southern shareholders will not be entitled to any appraisal rights in connection with the first merger, the second merger, or any other transactions described in this joint proxy statement/prospectus.

NYSE Listing of Union Pacific Common Stock; Delisting and Deregistration of Norfolk Southern Common Stock

It is a condition to the consummation of the mergers that the shares of Union Pacific common stock to be issued to Norfolk Southern shareholders in the first merger be approved for listing on the NYSE, subject to official notice of issuance. If the first merger is completed, Norfolk Southern common stock will be delisted from the NYSE and deregistered under the Exchange Act.

Expected Timing of the Mergers

Union Pacific and Norfolk Southern currently expect the mergers to be completed by early 2027, subject to the satisfaction or waiver of customary closing conditions, including (i) the approval of the merger agreement proposal by Norfolk Southern shareholders, (ii) the approval of the share issuance proposal by Union Pacific shareholders, (iii) the receipt of the requisite regulatory approvals, which are the STB approval and CNA approval (and in the case of Union Pacific's obligation to consummate the mergers, without resulting in the imposition of certain "materially burdensome regulatory conditions" as specified in the merger agreement), and (iv) the absence of any injunction or order by any court or other governmental entity prohibiting or making illegal the mergers (and in the case of Union Pacific's obligation to consummate the mergers, without resulting in the imposition of certain "materially burdensome regulatory conditions" as specified in the merger agreement).

However, Union Pacific and Norfolk Southern cannot predict the actual date on which the mergers will be completed because completion is subject to conditions beyond their control and it is possible that such conditions could result in the mergers being completed earlier or later or not being completed at all. See "*The Mergers—Regulatory Approvals Required for the Mergers*" and "*The Merger Agreement—Conditions to the Mergers*."

U.S. Federal Income Tax Consequences

The following is a summary of U.S. federal income tax consequences of the first merger and the second merger, taken together, generally applicable to U.S. holders (as defined below) that exchange their Norfolk Southern common stock for the merger consideration in the first merger.

This discussion is based upon the Internal Revenue Code of 1986, as amended (which is referred to as the Code), U.S. Treasury regulations promulgated thereunder and judicial and administrative rulings and decisions, all as in effect on the date hereof and all of which are subject to change or differing interpretation. Any such change or differing interpretation could affect the accuracy of the statements and conclusions herein.

This discussion addresses only those U.S. holders that hold their Norfolk Southern common stock as a "capital asset" (generally, property held for investment) within the meaning of Section 1221 of the Code. This discussion is not a complete description of all of the U.S. federal income tax consequences of the mergers and, in particular, does not address any tax consequences arising under the Medicare contribution tax on net investment income or

the Foreign Account Tax Compliance Act of 2010 (including the U.S. Treasury regulations promulgated thereunder and intergovernmental agreements entered into pursuant thereto or in connection therewith), nor does it address any tax consequences arising under the laws of any state, local, or non-U.S. jurisdiction, or under any U.S. federal laws other than those pertaining to the income tax. Further, this discussion does not address all aspects of U.S. federal income taxation that may be relevant to a U.S. holder in light of its individual circumstances or that may be applicable to a U.S. holder if it is subject to special treatment under the U.S. federal income tax laws, including:

- a financial institution;
- a tax-exempt organization;
- a real estate investment trust or real estate mortgage investment conduit;
- a partnership, S corporation, or other pass-through entity (or an investor in a partnership, S corporation or other pass-through entity);
- an insurance company;
- a regulated investment company or a mutual fund;
- a dealer or broker in stocks and securities, or currencies;
- a trader in securities that elects mark-to-market treatment;
- a person liable for any alternative minimum tax;
- a person that received Norfolk Southern common stock through the exercise of an employee stock option, through a tax qualified retirement plan, or otherwise as compensation;
- a person that has a functional currency other than the U.S. dollar;
- a person who, actually or constructively, owns or has owned 5% or more of Norfolk Southern common stock by vote or value or will own 5% or more of Union Pacific common stock by vote or value pursuant to the mergers;
- a person that is required to accelerate the recognition of any item of gross income as a result of such income being recognized on an "applicable financial statement;"
- a person that holds Norfolk Southern common stock as part of a hedge, straddle, constructive sale, conversion, wash sale or other integrated transaction; or
- a U.S. expatriate or former citizen or former long-term resident of the United States.

For purposes of this discussion, the term ***U.S. holder*** means a beneficial owner of Norfolk Southern common stock that is, for U.S. federal income tax purposes, (i) an individual citizen or resident of the United States, (ii) a corporation organized in or under the laws of the United States or any state thereof or the District of Columbia, (iii) an estate the income of which is subject to U.S. federal income tax regardless of its source, or (iv) a trust if (a) a court within the United States is able to exercise primary supervision over the administration of such trust and one or more United States persons have the authority to control all substantial decisions of the trust or (b) such trust has made a valid election to be treated as a United States person for U.S. federal income tax purposes.

If an entity or an arrangement treated as a partnership for U.S. federal income tax purposes holds Norfolk Southern common stock, the U.S. federal income tax consequences to a partner in such partnership (or owner of such entity) will generally depend on the status of the partner and the activities of the partnership (or entity). Partners in a partnership that holds Norfolk Southern common stock should consult their tax advisors with respect to the tax consequences of the mergers in their specific circumstances.

All holders of Norfolk Southern common stock should consult their tax advisors to determine the particular tax consequences to them of the mergers, including the applicability and effect of any

U.S. federal, state, local, non-U.S., and other tax laws and the potential for dividend treatment of the cash consideration received in the first merger. Holders of Norfolk Southern common stock that are not U.S. holders should consult their tax advisors regarding the possibility of dividend treatment and the consequences thereof.

In General

Union Pacific and Norfolk Southern intend for the mergers, taken together, to qualify as a "reorganization" within the meaning of Section 368(a) of the Code for U.S. federal income tax purposes, and Union Pacific and Norfolk Southern intend to report the mergers consistent with such qualification. In the merger agreement, each of Union Pacific and Norfolk Southern represents that it has not taken or agreed to take any action and is not aware of the existence of any fact or circumstance that could reasonably be expected to prevent or impede the mergers, taken together, from qualifying as a "reorganization" within the meaning of Section 368(a) of the Code. In addition, Union Pacific and Norfolk Southern agree not to, and agree to cause their respective subsidiaries not to, take any action that would prevent or impede, or could reasonably be expected to prevent or impede, the mergers, taken together, from qualifying as a "reorganization" within the meaning of Section 368(a) of the Code and to, and to cause their respective subsidiaries to, use their respective reasonable best efforts to cause the mergers to so qualify. However, it is not a condition to Union Pacific's obligation or Norfolk Southern's obligation to complete the transactions that the mergers, taken together, qualify as a "reorganization" or that Norfolk Southern or Union Pacific receive an opinion from counsel to that effect.

Norfolk Southern and Union Pacific have not sought and will not seek any ruling from the U.S. Internal Revenue Service regarding any matters relating to the mergers and, as a result, there can be no assurance that the U.S. Internal Revenue Service would not assert that the mergers, taken together, do not qualify as a "reorganization" or that a court would not sustain such a position.

U.S. Federal Income Tax Consequences if the Mergers, Taken Together, Qualify as a "Reorganization" Within the Meaning of Section 368(a) of the Code

If the mergers, taken together, qualify as a "reorganization" within the meaning of Section 368(a) of the Code, then for U.S. federal income tax purposes:

- a U.S. holder will generally recognize gain (but not loss) in an amount equal to the lesser of: (i) the amount, if any, by which the sum of the cash (excluding cash received in lieu of fractional shares of Union Pacific common stock) and the fair market value of the Union Pacific common stock received by such U.S. holder in the first merger (including any fractional shares of Union Pacific common stock deemed received and sold for cash, as discussed below) exceeds such U.S. holder's adjusted tax basis in such U.S. holder's Norfolk Southern common stock exchanged therefor and (ii) the amount of cash received by such U.S. holder (excluding cash received in lieu of fractional shares of Union Pacific common stock);
- the aggregate tax basis of the Union Pacific common stock received by a U.S. holder in the first merger (including any fractional share of Union Pacific common stock deemed received and sold for cash, as discussed below) will be the same as the aggregate adjusted tax basis of such U.S. holder's Norfolk Southern common stock exchanged therefor, decreased by the amount of cash received (excluding any cash received in lieu of a fractional share of Union Pacific common stock) and increased by the amount of any gain recognized by the U.S. holder (regardless of whether such gain is classified as capital gain or dividend income, as discussed below, but excluding any gain recognized with respect to any fractional share of Union Pacific common stock for which cash is received, as discussed below); and
- a U.S. holder's holding period in the Union Pacific common stock received (including a fractional share of Union Pacific common stock deemed received and sold for cash, as discussed below) will include the holding period of the Norfolk Southern common stock exchanged for such Union Pacific common stock.

If a U.S. holder acquired Norfolk Southern common stock at different times or at different prices, any gain or loss realized will be determined separately with respect to each block of Norfolk Southern common stock, and a loss realized (but not recognized) on the exchange of one (1) block of Norfolk Southern common stock cannot be used to offset a gain realized on the exchange of another block of Norfolk Southern common stock. Any such U.S. holder should consult its tax advisor regarding the manner in which cash and Union Pacific common stock received pursuant to the first merger should be allocated among different blocks of Norfolk Southern common stock and with respect to identifying the bases or holding periods of particular shares of Union Pacific common stock received in the first merger.

Subject to the discussion below regarding potential dividend treatment, any gain recognized by a U.S. holder in connection with the mergers generally will constitute capital gain and will constitute long-term capital gain if such U.S. holder's holding period in the Norfolk Southern common stock surrendered exceeds one (1) year at the effective time of the first merger. Long-term capital gains of certain non-corporate holders, including individuals, are generally taxed at preferential rates. In some cases, if a U.S. holder actually or constructively owns Union Pacific common stock other than Union Pacific common stock received pursuant to the first merger, any gain recognized by such U.S. holder could be treated as having the effect of a distribution of a dividend under the tests set forth in Section 302 of the Code, in which case such gain would be treated as dividend income. Such treatment will generally not apply to a shareholder of a publicly held corporation, such as Union Pacific, whose relative stock interest is minimal, who exercises no control with respect to corporate affairs and who experiences at least a de minimis reduction in its percentage interest as a result of the deemed redemption of Union Pacific common stock for the cash consideration. Because the possibility of dividend treatment depends upon each holder's particular circumstances, including the application of constructive ownership rules, U.S. holders of Norfolk Southern common stock should consult their tax advisors regarding the application of the foregoing rules to their particular circumstances.

A U.S. holder who receives cash instead of a fractional share of Union Pacific common stock will generally be treated as having received such fractional share pursuant to the first merger, and then as having sold such fractional share for cash. Gain or loss generally will be recognized based on the difference between the amount of such cash received and the U.S. holder's tax basis in such fractional share of Union Pacific common stock (determined as described above). Such gain or loss will generally be capital gain or loss and will be long-term capital gain or loss if the U.S. holder's holding period in the fractional share of Union Pacific common stock deemed to be received exceeds one (1) year at the effective time of the first merger. Long-term capital gains of certain non-corporate holders, including individuals, are generally taxed at preferential rates. The deductibility of capital losses is subject to limitations.

U.S. Federal Income Tax Consequences if the Mergers, Taken Together, Do Not Qualify as a "Reorganization" Within the Meaning of Section 368(a) of the Code

If the mergers, taken together, do not qualify as a "reorganization" within the meaning of Section 368(a) of the Code for U.S. federal income tax purposes, then a U.S. holder of Norfolk Southern common stock that exchanges such shares of Norfolk Southern common stock for Union Pacific common stock and cash will generally recognize gain or loss equal to the difference, if any, between (i) the sum of the cash (including any cash received in lieu of a fractional share of Union Pacific common stock) and the fair market value of the Union Pacific common stock received by such U.S. holder and (ii) such U.S. holder's adjusted tax basis in the Norfolk Southern common stock exchanged therefor. Gain or loss must be calculated separately for each block of Norfolk Southern common stock exchanged by such U.S. holder if such blocks were acquired at different times or for different prices. Such gain or loss will be long-term capital gain or loss if the U.S. holder's holding period in a particular block of Norfolk Southern common stock exceeds one (1) year at the effective time of the first merger. Long-term capital gains of certain non-corporate holders, including individuals, are generally taxed at preferential rates. The deductibility of capital losses is subject to limitations. A U.S. holder's aggregate tax basis in the Union Pacific common stock received in the first merger will equal the fair market value of such Union Pacific common stock as of the effective time of the first merger, and the holding period of such Union Pacific common stock will begin on the date after the first merger.

This discussion of U.S. federal income tax consequences is for general information only and is not intended to be, and should not be construed as, tax advice. Determining the specific tax consequences of the mergers to U.S. holders may be complex and will depend on a holder's specific situation and on factors that are not within our control. All holders of Norfolk Southern common stock should consult their tax advisors with respect to the tax consequences of the mergers in their particular circumstances, including the applicability and effect of any federal, state, local, non-U.S., or other tax laws.

Litigation Related to the Mergers

Shareholders may file lawsuits challenging the mergers, which may name Union Pacific, Norfolk Southern, members of the Union Pacific board, members of the Norfolk Southern board, or others as defendants. No assurance can be made as to the outcome of such lawsuits, including the amount of costs associated with defending claims or any other liabilities that may be incurred in connection with the litigation of any claims. If plaintiffs are successful in obtaining an injunction prohibiting the parties from completing the mergers on the agreed-upon terms, such an injunction may delay the completion of the mergers or may prevent the mergers from being completed altogether.

Union Pacific and Norfolk Southern have each received demand letters from certain purported shareholders of Union Pacific and Norfolk Southern, as applicable, that allege deficiencies and/or omissions in the registration statement on Form S-4 filed by Union Pacific with the SEC relating to the mergers. The demand letters seek additional disclosures to remedy these purported deficiencies. Union Pacific and Norfolk Southern believe that the allegations in these letters are without merit. There can be no assurances that complaints or additional demands will not be filed or made with respect to the mergers. If additional similar demands are made, absent new or different allegations that are material, neither Union Pacific nor Norfolk Southern will necessarily announce them.

THE MERGER AGREEMENT

The following summary describes certain material provisions of the merger agreement. This summary is not complete and is qualified in its entirety by the merger agreement, which is attached to this joint proxy statement/prospectus as Annex A and which constitutes part of this joint proxy statement/prospectus. We encourage you to read carefully the merger agreement in its entirety because this summary may not contain all of the information about the merger agreement that is important to you. The rights and obligations of the parties to the merger agreement are governed by the express terms of the merger agreement and not by this summary or any other information contained in this joint proxy statement/prospectus.

The representations, warranties, covenants, and agreements described below and included in the merger agreement were made only for purposes of the merger agreement as of specific dates, were solely for the benefit of the parties to the merger agreement (except as otherwise specified therein), and may be subject to important qualifications, limitations, and supplemental information agreed to by Union Pacific, Merger Sub 1, Merger Sub 2, and Norfolk Southern in connection with negotiating the terms of the merger agreement. In particular, in your review of the representations and warranties contained in the merger agreement and described in this summary, it is important to bear in mind that the representations and warranties were negotiated with the principal purpose of establishing circumstances in which a party to the merger agreement may have the right not to consummate the mergers if the representations and warranties of the other party prove to be untrue due to a change in circumstance or otherwise, and allocating risk between the parties to the merger agreement, rather than establishing matters as facts. Except for the right of Norfolk Southern shareholders to receive the merger consideration after the closing of the mergers, and in other limited circumstances, investors and security holders (in their capacities as such) are not third-party beneficiaries under the merger agreement and should not rely on the representations, warranties, covenants, and agreements or any descriptions thereof as characterizations of the actual state of facts or condition of Union Pacific, Merger Sub 1, Merger Sub 2, and Norfolk Southern or any of their respective affiliates or businesses. Moreover, information concerning the subject matter of the representations and warranties may change after the date of the merger agreement. In addition, you should not rely on the covenants and agreements in the merger agreement as actual limitations on the respective businesses of Union Pacific, Merger Sub 1, Merger Sub 2, and Norfolk Southern because the parties to the merger agreement may take certain actions that are either expressly permitted in the confidential disclosure schedules to the merger agreement or as otherwise consented to by the appropriate party, which consent may be given without prior notice to the public. The merger agreement is described below, and included as Annex A hereto, only to provide you with information regarding its terms and conditions and not to provide any other factual information regarding Union Pacific, Merger Sub 1, Merger Sub 2, and Norfolk Southern or their respective businesses. Accordingly, the representations, warranties, covenants, and other agreements in the merger agreement should not be read alone, and you should read the information provided elsewhere in this document and in the filings that each of Union Pacific and Norfolk Southern has made or will make with the SEC. See "*Where You Can Find More Information*."

Structure of the Mergers

The merger agreement provides, upon the terms and subject to the conditions thereof, for two (2) mergers involving Norfolk Southern. First, Merger Sub 1 will merge with and into Norfolk Southern, with Norfolk Southern surviving the first merger as the surviving corporation and as a direct, wholly owned subsidiary of Union Pacific. Immediately following the first merger, Norfolk Southern, as the surviving corporation will merge with and into Merger Sub 2, with Merger Sub 2 surviving the second merger as the surviving company (which is referred to as the second surviving company).

Closing

Unless another date, time, or place is agreed to in writing by Union Pacific and Norfolk Southern, the closing of the mergers will occur on the third business day after satisfaction or waiver (to the extent legally permissible) of the closing conditions described below under "*—Conditions to the Mergers"* (other than those conditions that by their nature are to be satisfied at the closing, but subject to the satisfaction or waiver of such conditions).

Effective Times

The first merger will become effective when the State Corporation Commission of the Commonwealth of Virginia (which is referred to as the SCC) issues its certificate of merger with respect to the first merger or at such later time as agreed upon by Union Pacific and Norfolk Southern in writing and specified in the articles of merger filed in connection with the first merger. As soon as practicable following the first effective time, the second merger will become effective when the SCC issues its certificate of merger with respect to the second merger or at such later time as agreed upon by Union Pacific and Norfolk Southern in writing and specified in the articles of merger filed in connection with the second merger.

Merger Consideration Received by Norfolk Southern Shareholders

At the first effective time, each outstanding share of Norfolk Southern common stock (other than (i) shares of Norfolk Southern common stock that are directly owned by Union Pacific, Norfolk Southern, Merger Sub 1, or Merger Sub 2 immediately prior to the first effective time (other than shares held on behalf of third parties), each of which will be canceled and will cease to exist upon completion of the first merger (which are referred to as canceled shares) and (ii) shares of Norfolk Southern common stock that are owned by any direct or indirect, wholly owned subsidiary of Norfolk Southern, each of which will be converted into the right to receive a number of shares of Union Pacific common stock equal to (a) the cash consideration divided by the Union Pacific share price plus (b) the exchange ratio (which are referred to as converted shares)) will be converted into the right to receive the merger consideration, which is the per-share cash consideration amount of $88.82 in cash, without interest, and the share consideration amount of one (1) validly issued, fully paid, and nonassessable share of Union Pacific common stock, subject to adjustments for fractional shares as set forth in the merger agreement.

Conversion of Shares; Exchange of Certificates; No Fractional Shares

The conversion of shares of Norfolk Southern common stock (other than the canceled shares and the converted shares) into the right to receive the merger consideration will occur automatically at the first effective time.

Prior to the first effective time, Union Pacific will, on behalf of Merger Sub 1, deposit or cause to be deposited with the exchange agent in trust for the benefit of holders of shares of Norfolk Southern common stock, (i) cash sufficient to pay the aggregate cash consideration payable in respect of Norfolk Southern common stock and (ii) evidence of Union Pacific common shares in book-entry form representing the number of shares of Union Pacific common stock sufficient to deliver the aggregate share consideration deliverable in respect of the Norfolk Southern common stock.

As soon as reasonably practicable after the first effective time, and in any event no later that the third business day following the closing, Union Pacific's exchange agent will mail to each holder of record of shares of Norfolk Southern common stock whose shares were converted into the right to receive the merger consideration (i) a letter of transmittal with respect to book-entry shares and certificates representing shares of Norfolk Southern common stock and (ii) instructions for surrendering such book-entry shares, to the extent applicable, or certificates (or effective affidavits of loss in lieu thereof) in exchange for the merger consideration.

After the first effective time, shares of Norfolk Southern common stock that have been converted into the right to receive the merger consideration will be automatically canceled and cease to exist, and each uncertificated share of Norfolk Southern common stock represented by book-entry form and each certificate that, immediately prior to the first effective time, represented any such share of Norfolk Southern common stock will thereafter represent only the right to receive the merger consideration, including the right to receive cash in lieu of any fractional shares of Union Pacific common stock, as described below and subject to the terms and conditions set forth in the merger agreement.

No dividends or distributions, if any, with a record date after the first effective time with respect to shares of Union Pacific common stock will be paid to the holder of any unsurrendered shares of Norfolk Southern common stock to be converted into shares of Union Pacific common stock until such holder has surrendered their shares to

the exchange agent in accordance with the merger agreement. After such surrender of shares of Norfolk Southern common stock to be converted into shares of Union Pacific common stock, the holder thereof will be entitled to receive (in addition to the merger consideration and any cash in lieu of any fractional shares of Union Pacific common stock) any such dividends or other distributions, without any interest thereon, which had previously become payable with respect to the shares of Union Pacific common stock represented by such share of Norfolk Southern common stock, less such withholding or deduction for any taxes required by applicable law.

On the surrender of certificates (or effective affidavits of loss in lieu thereof) or book-entry shares to the exchange agent, together with a duly completed and validly executed letter of transmittal, or, in the case of book-entry shares, receipt of an "agent's message" by the exchange agent, and such other documents as may customarily be required by the exchange agent, the holder of such certificates (or effective affidavits of loss in lieu thereof) or book-entry shares will be entitled to receive in exchange therefor, and the exchange agent will be required to promptly deliver to each such holder, the merger consideration (together with any fractional share cash amount and any dividends or other distributions payable with respect to such shares following the first effective time). No interest will be paid or accrued on any amount payable on due surrender of certificates (or effective affidavits of loss in lieu thereof) or book-entry shares. If payment of the merger consideration is to be made to a person other than the person in whose name the surrendered certificate is registered, it will be a condition precedent of payment that (i) the certificate so surrendered will be properly endorsed or will be otherwise in proper form for transfer and (ii) the person requesting such payment will have paid any transfer and other similar taxes required by reason of the payment of the merger consideration to a person other than the registered holder of the certificate surrendered or will have established that such tax either has been paid or is not required to be paid. No fractional shares of Union Pacific common stock will be issued in connection with the first merger and no certificates or scrip representing fractional shares of Union Pacific common stock will be delivered on the conversion of shares of Norfolk Southern common stock. Each holder of shares of Norfolk Southern common stock who would otherwise have been entitled to receive as a result of the first merger a fractional share of Union Pacific common stock (after aggregating all shares represented by the certificates and book-entry shares delivered by such holder) will receive, in lieu of such fractional share of Union Pacific common stock, cash (without interest) in an amount (rounded down to the nearest cent) representing such holder's proportionate interest in the net proceeds from the sale by the exchange agent, on behalf of all such holders, of the aggregated number of fractional shares of Union Pacific common stock that would otherwise have been issuable to such holders as part of the merger consideration (which is referred to as the fractional share cash amount).

In the case of any certificate that has been lost, stolen, or destroyed, on the making of an affidavit of that fact by the person claiming such certificate to be lost, stolen, or destroyed and, if required by the exchange agent, the posting by such person of a bond in customary amount as indemnity against any claim that may be made against it with respect to such certificate, the exchange agent will issue in exchange for such lost, stolen, or destroyed certificate the merger consideration (together with the fractional share cash amount and any dividends or other distributions deliverable with respect to such shares following the effective time) payable with respect to the shares of Norfolk Southern common stock represented by such lost, stolen, or destroyed certificate.

As soon as practicable after the first effective time, the exchange agent will, on behalf of all such holders of fractional shares of Union Pacific common stock, effect the sale of all such shares of Union Pacific common stock that would otherwise have been issuable as part of the merger consideration at the then-prevailing prices on the NYSE through one or more member firms of the NYSE. After the proceeds of such sale have been received, the exchange agent will determine the applicable fractional share cash amount payable to each applicable holder in respect of its fractional shares of Union Pacific common stock and will make such amounts available to such holders in accordance with the merger agreement. The payment of cash in lieu of fractional shares of Union Pacific common stock to such holders is not a separately bargained-for consideration and solely represents a mechanical rounding-off of the fractions in the exchange. No such holder will be entitled to dividends, voting rights, or any other rights in respect of any fractional share of Union Pacific common stock that would otherwise have been issuable as part of the merger consideration.

Union Pacific, Norfolk Southern, Merger Sub 1, Merger Sub 2, and the exchange agent, as applicable, will be entitled to deduct and withhold from the consideration otherwise payable to any person under the merger agreement any amounts required to be deducted and withheld under applicable tax laws. To the extent that amounts are so deducted or withheld and timely paid, such deducted or withheld amounts will be treated for the purposes of the merger agreement as having been paid to the person in respect of which such deduction or withholding was made.

All shares of Union Pacific common stock issued pursuant to the merger agreement will be issued in book-entry form.

No Dissenters' or Appraisal Rights

In accordance with applicable provisions of the VSCA and the VLLCA, no dissenters' or appraisal rights will be available to Norfolk Southern shareholders in connection with the mergers.

Treatment of Norfolk Southern Equity Awards

Norfolk Southern Options

Each Norfolk Southern option that is outstanding immediately prior to the first effective time will, as of the first effective time, automatically and without any action on the part of the holder thereof, be assumed and converted into (or canceled and replaced by) an option to purchase shares of Union Pacific common stock (i) with respect to a number of shares of Union Pacific common stock equal to the product of (a) the number of shares of Norfolk Southern common stock subject to the corresponding Norfolk Southern option immediately prior to the first effective time multiplied by (b) the equity award exchange ratio (rounded down to the nearest whole number of shares), and (ii) with a per share exercise price that is equal to the quotient of (a) the exercise price per share of Norfolk Southern common stock of the corresponding Norfolk Southern option immediately prior to the first effective time divided by (b) the equity award exchange ratio (rounded up to the nearest cent), with the same terms and conditions that applied to the corresponding Norfolk Southern option immediately prior to the first effective time (including, without limitation, payment of quarterly dividend equivalents).

Norfolk Southern RSUs

Each Norfolk Southern RSU that is outstanding as of immediately prior to the first effective time will, as of the first effective time, automatically and without any action on the part of the holder thereof (i) if such Norfolk Southern RSU is or becomes vested at the first effective time pursuant to its terms as in effect as of the date of the merger agreement, be canceled and converted into the right to receive an amount in cash (without interest) equal to the merger consideration value multiplied by the total number of shares of Norfolk Southern common stock subject to such Norfolk Southern RSU immediately prior to the first effective time, or (ii) if such Norfolk Southern RSU is not covered by clause (i), be assumed and converted into (or canceled and replaced by) a Union Pacific stock unit award relating to a number of shares of Union Pacific common stock equal to the product, rounded to the nearest whole number of shares, of (a) the number of shares of Norfolk Southern common stock subject to such Norfolk Southern RSU immediately prior to the first effective time, and (b) the equity award exchange ratio, with the same terms and conditions that applied to such Norfolk Southern RSU immediately prior to the first effective time (including, without limitation, payment of quarterly dividend equivalents).

Norfolk Southern PSUs

Each Norfolk Southern PSU that is outstanding as of immediately prior to the first effective time will, as of the first effective time, automatically and without any action on the part of the holder thereof, be assumed and converted into (or canceled and replaced by) a Union Pacific stock unit award relating to a number of shares of Union Pacific common stock equal to the product, rounded to the nearest whole number of shares, of (i) the number of shares of Norfolk Southern common stock subject to such Norfolk Southern PSU immediately prior to

the first effective time (with such number of shares of Norfolk Southern common stock determined based upon the greater of (a) the target level of performance and (b) the actual level of performance calculated as of the latest practicable date prior to the first effective time as determined reasonably and in good faith by the compensation and talent management committee of the Norfolk Southern board), and (ii) the equity award exchange ratio, with the same terms and conditions (including service-based vesting conditions but excluding performance-based vesting conditions) that applied to such Norfolk Southern PSU immediately prior to the first effective time.

Norfolk Southern Phantom Stock Units

Each Norfolk Southern phantom stock unit that is outstanding as of immediately prior to the first effective time will, at the first effective time, automatically and without any action on the part of the holder thereof, be canceled and converted into the right to receive an amount in cash (without interest) equal to the merger consideration value multiplied by the total number of shares of Norfolk Southern common stock relating to such Norfolk Southern phantom stock unit immediately prior to the first effective time.

Representations and Warranties

The merger agreement contains a number of representations and warranties made by the parties thereto that are subject in some cases to exceptions and qualifications (including exceptions and qualifications related to knowledge, materiality, and material adverse effect on the applicable party). The representations and warranties in the merger agreement relate to, among other things:

- due incorporation, valid existence, good standing and qualification to do business, and corporate power and authority;
- capitalization and ownership of subsidiaries;
- corporate authorization of the merger agreement and the transactions contemplated by the merger agreement and the valid and binding nature of the merger agreement;
- the unanimous approval, adoption and recommendation, as applicable, by such party's board of directors of the merger agreement and the transactions contemplated by the merger agreement and the inapplicability of anti-takeover laws;
- the absence of any conflicts or violations of organizational documents and other agreements or laws;
- required consents and approvals from governmental authorities;
- SEC documents and financial statements;
- internal controls and disclosure controls and procedures relating to financial reporting;
- absence of certain undisclosed liabilities;
- compliance with applicable laws and governmental orders, possession of and compliance with required permits necessary for the conduct of such party's business;
- environmental matters;
- employee benefit plan and ERISA matters;
- employment and labor matters;
- conduct of its businesses in the ordinary course and the absence of a material adverse effect;
- absence of certain legal proceedings, investigations and governmental orders;
- accuracy of information supplied or to be supplied in connection with this joint proxy statement/prospectus;

- tax matters, including the absence of action or circumstance that could reasonably be expected to prevent or impede the mergers, taken together, from qualifying as "reorganization" within the meaning of Section 368(a) of the Code;
- broker fees and expenses; and
- opinions from financial advisors.

For Norfolk Southern, the merger agreement contains additional representations and warranties related to anti-corruption, anti-bribery and anti-money laundering; sanctions; intellectual property, information technology and privacy laws; title to assets and title to properties; material contracts; suppliers and customers; insurance policies; affiliate party transactions; and takeover laws.

Union Pacific, Merger Sub 1, and Merger Sub 2 have also made certain representations and warranties relating to ownership of Norfolk Southern common stock and financing and the sufficiency of the funds for the satisfaction of Union Pacific's obligations under the merger agreement.

Material Adverse Effect

For purposes of the merger agreement, material adverse effect, when used in reference to Union Pacific or Norfolk Southern, means any event, change, occurrence, effect or development that (i) has a material adverse effect on the business, operations or financial condition of Union Pacific and its subsidiaries or Norfolk Southern and its subsidiaries, as applicable, taken as a whole or (ii) would prevent, materially delay or materially impair the ability of Union Pacific, Merger Sub 1, or Merger Sub 2 or Norfolk Southern, as applicable, to consummate the transactions contemplated by the merger agreement (including the mergers and, in the case of Union Pacific, the share issuance) or, solely when used in reference to Union Pacific, to obtain the debt financing, but, solely in the case of clause (i), will not include events, changes, occurrences, effects or developments relating to or resulting from:

- changes in general economic or political conditions or the securities, equity, credit or financial markets in general, or changes in or affecting domestic or foreign interest or exchange rates;
- any decline in the market price or trading volume of Union Pacific common stock or Norfolk Southern common stock, as applicable, or any change in the credit rating of Union Pacific or Norfolk Southern, as applicable, or any of Union Pacific's or Norfolk Southern's, as applicable, securities (provided that the facts and circumstances underlying any such decline or change may be taken into account in determining whether a material adverse effect has occurred to the extent not otherwise excluded by the definition thereof);
- changes or developments in the industries in which Union Pacific or its subsidiaries or Norfolk Southern or its subsidiaries, as applicable, operate;
- changes in law or the interpretation or enforcement thereof after the date of the merger agreement;
- the execution, delivery or performance of the merger agreement or the public announcement or pendency or consummation of the mergers or other transactions contemplated by the merger agreement, including the impact thereof on the relationships, contractual or otherwise, of Union Pacific or any of its subsidiaries or Norfolk Southern or any of its subsidiaries, as applicable, with employees, partnerships, customers or suppliers or governmental entities (provided that this exception shall not apply to the parties' representations regarding the corporate authorization of the merger agreement and the transactions contemplated by the merger agreement and the valid and binding nature of the merger agreement; the unanimous approval, adoption and recommendation, as applicable, by such party's board of directors of the merger agreement and the transactions contemplated by the merger agreement and the inapplicability of anti-takeover laws; and the absence of any conflicts or violations of organizational documents and other agreements or laws);

- solely in the case of Norfolk Southern, the identity of Union Pacific or any of its affiliates as the acquiror of Norfolk Southern;
- compliance with the terms of, or the taking or omission of any action, in each case, required by the merger agreement or consented to (after disclosure to Union Pacific or Norfolk Southern, as applicable, of all material and relevant facts and information) or requested by Union Pacific or Norfolk Southern, as applicable, in writing;
- any act of civil unrest, civil disobedience, war, terrorism, cyberterrorism, military activity, sabotage or cybercrime, including an outbreak or escalation of hostilities involving the United States or any other governmental entity or the declaration by the United States or any other governmental entity of a national emergency or war, or any worsening or escalation of any such conditions threatened or existing on the date of the merger agreement;
- any hurricane, tornado, flood, earthquake, natural disaster, acts of God or other comparable event;
- any pandemic, epidemic or disease outbreak or other comparable events;
- changes in generally accepted accounting principles or the interpretation or enforcement thereof after the date of the merger agreement;
- any litigation relating to or resulting from the merger agreement or the transactions contemplated by the merger agreement; or
- any failure to meet internal or published projections, forecasts, guidance or revenue or earning predictions; provided that the facts and circumstances underlying any such failure may be taken into account in determining whether a material adverse effect has occurred to the extent not otherwise excluded by the definition thereof.

With respect to the first, third, fourth, eighth, ninth, tenth and eleventh bullets of the exceptions immediately above, if the impact thereof is materially and disproportionately adverse to Union Pacific and its subsidiaries or Norfolk Southern and its subsidiaries, as applicable, taken as a whole, relative to the impact thereof on the operations in the railroad industry of other participants in such industry, the incremental impact may be taken into account in determining whether there has been a material adverse effect.

The representations and warranties of each of the parties to the merger agreement do not survive the consummation of the mergers.

Covenants and Agreements

Conduct of Business

Each of Union Pacific and Norfolk Southern has agreed to certain covenants in the merger agreement restricting the conduct of its respective business between the date of the merger agreement and the earlier of the first effective time and the date, if any, on which the merger agreement is terminated.

Each of Union Pacific and Norfolk Southern has agreed that, except (i) as required by applicable law, (ii) as agreed in writing by the other party, (iii) as expressly permitted or required by the merger agreement, (iv) (a) solely in the case of Norfolk Southern, if, within the first seventy-two (72) hours immediately following the occurrence of an emergency and following consultation with Union Pacific (if practicable under the circumstances), action is taken (or omitted), in each case, in a reasonably prudent manner, in response to such an emergency (provided that Norfolk Southern has reasonably consulted with Union Pacific throughout such period), and such action (or omission to act) is not reasonably expected to result in or give rise to costs, expenses, fines, losses, damages or liabilities in an amount equal to or greater than an agreed-upon amount and (b) solely in the case of Union Pacific, to the extent action is reasonably taken (or reasonably omitted) in response to an emergency or (v) as set forth on Union Pacific's and Norfolk Southern's disclosure schedules, as applicable, it will and will cause its subsidiaries to:

- use its reasonable best efforts to conduct its business in the ordinary course of business; and

- use its commercially reasonable efforts to preserve intact its business organization and maintain existing relationships and goodwill with governmental entities, customers, suppliers, licensors, licensees, creditors, lessors, distributors, employees, contractors and business associates.

Conduct of Business of Union Pacific

In addition, without limiting the generality of the covenants and exceptions described under "*—Covenants and Agreements—Conduct of Business*," Union Pacific has agreed that, except (i) as required by applicable law, (ii) as agreed in writing by Norfolk Southern, (iii) as expressly permitted or required by the merger agreement, (iv) to the extent action is reasonably taken (or reasonably omitted) in response to an emergency or (v) as set forth on Union Pacific's disclosure schedules, between the date of the merger agreement and the earlier of the first effective time and the date, if any, on which the merger agreement is terminated, Union Pacific:

- will not, and will not permit any of its subsidiaries that is not wholly owned to, authorize or pay any dividends on or make any distribution with respect to its outstanding shares of capital stock (whether in cash, assets, stock or other securities of Union Pacific or its subsidiaries), except (i) quarterly cash dividends paid by Union Pacific on the Union Pacific common stock consistent with past practice, appropriately adjusted to reflect any stock dividends, subdivisions, splits, combinations or other similar events relating to the Union Pacific common stock, (ii) dividends and distributions paid by subsidiaries of Union Pacific to Union Pacific or to any of Union Pacific's other wholly owned subsidiaries, and (iii) dividends or distributions required by the organizational documents of any subsidiary or joint venture of Union Pacific;
- will not, and will not permit any of its subsidiaries to, split, combine or reclassify any of its capital stock or issue or authorize or propose the issuance of any other securities in respect of, in lieu of or in substitution for shares of its capital stock, except for any such transaction by a wholly owned subsidiary of Union Pacific that remains a wholly owned subsidiary after consummation of such transaction;
- will not adopt any amendments to the organizational documents of Union Pacific, other than amendments solely to effect ministerial changes to such documents;
- except for transactions among Union Pacific and its wholly owned subsidiaries or among Union Pacific's wholly owned subsidiaries, will not, and will not permit any of its subsidiaries to, issue, sell, pledge, dispose of or encumber, or authorize the issuance, sale, pledge, disposition or encumbrance of, any shares of its capital stock or other ownership interests in any subsidiaries of Union Pacific or any securities convertible into, exercisable for or exchangeable for any such shares or ownership interests or take any action to cause to be vested any otherwise unvested Union Pacific equity award (except as otherwise provided by the terms of the merger agreement or the express terms of any such Union Pacific equity award), other than (i) issuances of shares of Union Pacific common stock (a) in respect of any exercise of or settlement of Union Pacific equity awards outstanding on the date of the merger agreement, or (b) as may be granted after the date of the merger agreement in the ordinary course of business, (ii) the grant of Union Pacific equity awards or other equity compensation awards in the ordinary course of business, (iii) any permitted liens, (iv) pursuant to existing agreements in effect prior to the execution of the merger agreement or (v) pursuant to transactions not in excess of $50 million;
- will not, and will not permit any of its subsidiaries to, adopt or enter into a plan of complete or partial liquidation, dissolution, merger, consolidation, restructuring, recapitalization or other reorganization of Union Pacific or any of its subsidiaries, except for any such transactions (i) between or among Union Pacific's wholly owned subsidiaries or (ii) acquisitions not in excess of $50 million; and
- will not, and will not permit any of its subsidiaries to, agree, in writing or otherwise, to take any of the foregoing actions.

Any obligation of Union Pacific contained in the merger agreement to take any action, or refrain from taking any action, will, with respect to Union Pacific's joint ventures and non-wholly owned subsidiaries, solely apply to the extent within Union Pacific's control.

Further, Union Pacific will not, and will cause its affiliates not to, directly or indirectly (whether by business combination, merger, consolidation or otherwise), acquire, purchase, lease or license or otherwise enter into a transaction with (or agree or publicly propose to acquire, purchase, lease or license or otherwise enter into a transaction with) any business, corporation, partnership, association or other business organization or division or part thereof, or any securities or collection of assets, or take any other action (or omit to take any other action), if doing so could reasonably be expected to: (i) impose any material delay in the obtaining of, or materially increase the risk of not obtaining, any consent of any governmental entity necessary to consummate the mergers or any of the other transactions contemplated by the merger agreement or the expiration or termination of any applicable waiting period; (ii) materially increase the risk of any governmental entity entering an order prohibiting the consummation of the mergers or any of the other transactions contemplated by the merger agreement; (iii) materially increase the risk of not being able to remove any such order on appeal or otherwise; or (iv) otherwise prevent or materially delay the consummation of the mergers or any of the other transactions contemplated by the merger agreement (including any debt financing necessary in connection therewith).

Conduct of Business of Norfolk Southern

In addition, without limiting the generality of the covenants and exceptions described under "*—Covenants and Agreements—Conduct of Business*," Norfolk Southern has also agreed that, except (i) as required by applicable law, (ii) as agreed in writing by Union Pacific, (iii) as expressly permitted or required by the merger agreement, (iv) if, within the first seventy-two (72) hours immediately following the occurrence of an emergency and following consultation with Union Pacific (if practicable under the circumstances), action is taken (or omitted), in each case, in a reasonably prudent manner, in response to such an emergency (provided that Norfolk Southern has reasonably consulted with Union Pacific throughout such period), and such action (or omission to act) is not reasonably expected to result in or give rise to costs, expenses, fines, losses, damages or liabilities in an amount equal to or greater than an agreed-upon amount or (v) as set forth on Norfolk Southern's disclosure schedules, between the date of the merger agreement and the earlier of the first effective time and the date, if any, on which the merger agreement is terminated, Norfolk Southern:

- will not, and will not permit any of its subsidiaries that is not wholly owned to, authorize or pay any dividends on or make any distribution with respect to its outstanding shares of capital stock (whether in cash, assets, stock or other securities of Norfolk Southern or its subsidiaries), except (i) quarterly cash dividends paid by Norfolk Southern on the outstanding shares of Norfolk Southern common stock and outstanding Norfolk Southern equity awards in the ordinary course of business not to exceed $1.35 per share, appropriately adjusted to reflect any stock dividends, subdivisions, splits, combinations or other similar events relating to the shares of Norfolk Southern common stock, (ii) dividends and distributions paid by subsidiaries of Norfolk Southern to Norfolk Southern, or to any of Norfolk Southern's other wholly owned subsidiaries and (iii) dividends or distributions required by the organizational documents of any subsidiary or joint venture of Norfolk Southern;
- will not, and will not permit any of its subsidiaries to, split, combine or reclassify any of its capital stock or issue or authorize or propose the issuance of any other securities in respect of, in lieu of or in substitution for shares of its capital stock, except (i) as may be permitted by the other interim operating covenants or (ii) for any such transaction by a wholly owned subsidiary of Norfolk Southern that remains a wholly owned subsidiary after consummation of such transaction;
- will not, and will not permit any of its subsidiaries to, (i) hire any employee at the level of vice president or above or engage any independent contractor (who is a natural person) with a total annual compensation of more than $500,000 or (ii) terminate the employment of any employee of Norfolk Southern or any of its subsidiaries at the level of vice president or above (other than for cause);

- except as required pursuant to the terms of any Norfolk Southern benefit plan as in effect as of the date of the merger agreement or as required pursuant to any Norfolk Southern labor agreement, will not, and will not permit any of its subsidiaries to, (i) grant (or promise to grant) any transaction, change in control or retention bonuses or any right to receive any transaction, change in control, retention or severance or similar compensation or benefits or increases therein, (ii) grant any Norfolk Southern equity awards or other equity or long-term incentive compensation awards, (iii) increase the compensation or other benefits payable or provided to any current or former director, employee or other individual service provider, (iv) establish, adopt, enter into, amend or terminate any Norfolk Southern benefit plan, (v) accelerate the vesting or payment of any compensation or benefits of any current or former officer, director, employee or other individual service provider or (vi) provide any funding for any rabbi trust or similar arrangement, or take any other action to fund or secure the payment of any compensation or benefit;
- will not, and will not permit any of its subsidiaries to, materially change financial accounting policies or procedures or any of its methods of reporting income, deductions or other material items for financial accounting purposes, except as required by GAAP or applicable law;
- will not adopt any amendments to the organizational documents of Norfolk Southern or any of its significant subsidiaries (other than amendments solely to effect ministerial changes to such documents);
- except for transactions among Norfolk Southern and its wholly owned subsidiaries or among Norfolk Southern's wholly owned subsidiaries, will not, and will not permit any of its subsidiaries to, issue, sell, pledge, dispose of or encumber, or authorize the issuance, sale, pledge, disposition or encumbrance of, any shares of its capital stock or other ownership interests in any subsidiaries of Norfolk Southern or any securities convertible into, exercisable for or exchangeable for any such shares or ownership interests or take any action to cause to be vested any otherwise unvested Norfolk Southern equity award (except as otherwise provided by the terms of the merger agreement or the express terms of any such Norfolk Southern equity award), other than (i) issuances of shares of Norfolk Southern common stock in respect of any exercise of or settlement of Norfolk Southern equity awards outstanding on the date of the merger agreement or as may be granted after the date of the merger agreement as permitted under the interim operating covenants, or (ii) pursuant to existing agreements in effect prior to the execution of the merger agreement (or refinancings thereof permitted pursuant to the interim operating covenants);
- except for transactions among Norfolk Southern and its subsidiaries or among Norfolk Southern's wholly owned subsidiaries, will not and will not permit any of its subsidiaries to, purchase, redeem or otherwise acquire any shares of its capital stock or any rights, warrants or options to acquire any such shares, other than the acquisition of shares of Norfolk Southern common stock from a holder of Norfolk Southern equity awards in satisfaction of withholding obligations or in payment of the exercise price;
- will not, and will not permit any of its subsidiaries to, incur, assume, or guarantee, any indebtedness for borrowed money, except for (i) any borrowings in the ordinary course of business that do not exceed $100 million, (ii) any indebtedness among Norfolk Southern and its wholly owned subsidiaries or among Norfolk Southern's wholly owned subsidiaries, (iii) any indebtedness incurred to replace, renew, extend, refinance or refund any existing indebtedness of Norfolk Southern or its subsidiaries (including indebtedness incurred to repay or refinance related fees, expenses, premiums and accrued interest), in each case, without increases to the outstanding principal amount of the initial indebtedness (other than as a result of the reasonable costs and expenses in connection with such replacement, renewal, extension, refinancing or refunding), (iv) guarantees or credit support provided by Norfolk Southern or any of its subsidiaries for indebtedness of Norfolk Southern or any of its wholly owned subsidiaries to the extent such indebtedness, is (a) in existence on the date of the merger agreement or (b) incurred in compliance with the interim operating covenants and (v) indebtedness incurred pursuant to Norfolk Southern existing indebtedness (or any replacements, renewals, extensions, or refinancings

thereof; provided that such replacement, renewal, extension or refinancing does not increase the initial principal amount of such indebtedness, other than as a result of the reasonable costs and expenses in connection with such replacement, renewal, extension or refinancing);

- will not, and will not permit any of its subsidiaries to, make any loans, advances, guarantees or capital contributions to or investments in any person (other than between Norfolk Southern or any of its wholly owned subsidiaries, on the one hand, and any of Norfolk Southern's wholly owned subsidiaries, on the other hand) outside the ordinary course of business in excess of $25 million individually or $50 million in the aggregate in any calendar year, except in each case as required under the organizational documents of any subsidiary or joint venture;
- will not, and will not permit any of its subsidiaries to, sell, lease, license, transfer, exchange or swap, or subject to any lien (other than permitted liens), or otherwise dispose of, any material portion of its businesses, properties or assets, including the capital stock of its subsidiaries but excluding intellectual property, other than in the ordinary course of business and except (i) pursuant to existing agreements in effect prior to the execution of the merger agreement (or refinancings thereof permitted pursuant to the interim operating covenants), (ii) transactions among Norfolk Southern and its subsidiaries or among Norfolk Southern's subsidiaries, or (iii) for consideration not in excess of $50 million individually or $100 million in the aggregate in any calendar year;
- will not, and will not permit any of its subsidiaries to, in each case, outside of the ordinary course of business, (i) amend or modify in any material respect, or terminate (where the determination is unilateral by Norfolk Southern or its subsidiary) any Norfolk Southern material contract (other than (a) amendments or modifications that are not adverse to Norfolk Southern and its subsidiaries in any material respect, (b) terminations upon the expiration of the term thereof in accordance with the terms thereof or (c) in connection with actions expressly permitted under the interim operating covenants or Norfolk Southern's disclosure schedules) or waive, release or assign any material rights, claims or benefits under any Norfolk Southern material contract, or (ii) enter into any contract that would have been a Norfolk Southern material contract had it been entered into prior to the date of the merger agreement, or renew or extend any Norfolk Southern material contract (other than in connection with certain actions expressly permitted under the interim operating covenants or Norfolk Southern's disclosure schedules) (provided that for the purposes of the restrictions on the conduct of Norfolk Southern between the date of the merger agreement and the earlier of the first effective time and the date, if any, on which the merger agreement is terminated, a contract that is a Norfolk Southern material contract solely because such contract is with one of the top twenty (20) suppliers or top twenty (20) customers of Norfolk Southern will only be deemed a Norfolk Southern material contract if the contract itself is material);
- will not, and will not permit any of its subsidiaries to, acquire assets outside the ordinary course of business (other than pursuant to any capital expenditures permitted by the interim operating covenants) from any other person with a fair market value or purchase price in excess of $50 million individually or $100 million in the aggregate (in any calendar year) in any transaction or series of related transactions, in each case, including any amounts or value reasonably expected to be paid in connection with a future earn-out, purchase price adjustment, release of "holdback" or similar contingent payment obligation, other than acquisitions of inventory or other goods in the ordinary course of business;
- will not, and will not permit any of its subsidiaries to, voluntarily settle, pay, discharge or satisfy any action, or enter into any consent decree: (i) other than any action that involves the payment of an amount not in excess of $25 million, individually, or $40 million in the aggregate arising from a single or series of related actions, over the amount reflected or reserved against in the balance sheet (or the notes thereto) included in Norfolk Southern's SEC filings relating to such action or series of related actions, or (ii) that would result in (a) the imposition of any order that would restrict the future activity or conduct of Norfolk Southern or any of its subsidiaries (excluding, for the avoidance of doubt, releases of claims, confidentiality and other immaterial obligations customarily included in monetary settlements) or (b) a finding or admission of a violation of law;

- (i) will not, and will not permit any of its subsidiaries to, make or authorize any capital expenditures other than in the ordinary course of business and in the aggregate not in excess of 10% of the amounts reflected in Norfolk Southern's capital expenditure budget set forth in Norfolk Southern's disclosure schedules and (ii) will cause its subsidiaries to use reasonable best efforts to make the capital expenditures as set forth in Norfolk Southern's disclosure schedules;
- will not, and will not permit any of its subsidiaries to, terminate or intentionally permit any material Norfolk Southern permit to lapse, other than in accordance with the terms and regular expiration thereof, or fail to apply on a timely basis for any renewal of any renewable material Norfolk Southern permit (excluding, in each case, any Norfolk Southern permit that Norfolk Southern, in its reasonable judgment, no longer believes to be material or necessary to the conduct of its businesses);
- will not, and will not permit any of its subsidiaries to, adopt or enter into a plan of complete or partial liquidation, dissolution, restructuring, recapitalization or other reorganization of Norfolk Southern or any of its subsidiaries;
- will not, and will not permit any of its subsidiaries to, enter into any material new line of business that is not either reasonably related to the existing business lines of Norfolk Southern and its subsidiaries or consistent with business lines into which similarly situated railroad companies have entered;
- will not (i) make (other than in the ordinary course of business), change or revoke any material tax election, (ii) change any material method of tax accounting or tax accounting period, (iii) file any materially amended material tax return, (iv) settle or compromise any material tax proceeding for an amount materially in excess of the amount reflected or reserved against in the balance sheet (or the notes thereto) included in Norfolk Southern SEC filings relating thereto or enter into any closing agreement within the meaning of Section 7121 of the Code (or any similar provision of state, local or non-U.S. law) relating to any material tax, (v) surrender any right to claim a material tax refund or (vi) agree to an extension or waiver of the statute of limitations with respect to the assessment of any material tax without notifying Union Pacific in writing reasonably promptly after entering into any such agreement;
- will not, and will not permit any of its subsidiaries to, terminate or fail to exercise renewal rights with respect to any insurance policies of Norfolk Southern and its subsidiaries in a manner that would (after taking into account any replacement insurance policies) materially and adversely affect the overall insurance coverage of Norfolk Southern and its subsidiaries, taken as a whole;
- will not, and will not permit any of its subsidiaries to, sell, assign, transfer, license, mortgage, pledge, divest, or grant any lien on any Norfolk Southern intellectual property material to the business of Norfolk Southern and its subsidiaries, taken as a whole, except for (i) non-exclusive licenses of Norfolk Southern intellectual property granted in the ordinary course of business or that otherwise do not materially affect the operation of Norfolk Southern's and its subsidiaries' businesses and (ii) permitted liens;
- will not, and will not permit any of its subsidiaries to, abandon or otherwise allow to lapse or expire any registered Norfolk Southern intellectual property material to the business of Norfolk Southern and its subsidiaries, taken as a whole, other than lapses or expirations of any registered Norfolk Southern intellectual property that is at the end of its maximum statutory term (with permitted renewals); and
- will not, and will not permit any of its subsidiaries to, agree, in writing or otherwise, to take any of the foregoing actions.

Nothing in the merger agreement, however, gives Union Pacific, Merger Sub 1, or Merger Sub 2, directly or indirectly, the right to control or direct Norfolk Southern's or its subsidiaries' operations prior to the first effective time. Prior to the first effective time, Norfolk Southern will exercise, consistent with the terms and conditions of the merger agreement and subject to applicable law, complete control and supervision over its and its subsidiaries' operations. In addition, any obligation of Norfolk Southern contained in the merger agreement to take any action, or refrain from taking any action, will, with respect to Norfolk Southern's joint ventures and non-wholly owned subsidiaries, solely apply to the extent within Norfolk Southern's control.

Union Pacific Shareholder Meeting and Recommendation of Union Pacific's Board of Directors

Under the merger agreement, Union Pacific will take all action necessary in accordance with applicable law and its articles of incorporation and by-laws to set a record date for, duly give notice of, convene and hold a meeting of its shareholders following the mailing of this joint proxy statement/prospectus for the purpose of obtaining the Union Pacific shareholder approval as soon as reasonably practicable following the date when this registration statement on Form S-4 is declared effective by the SEC. Unless Union Pacific has made a change of recommendation in compliance with the provisions of the merger agreement, Union Pacific will include its recommendation for the Union Pacific shareholders to vote to approve the share issuance proposal in this joint proxy statement/prospectus, and will solicit and use its reasonable best efforts to obtain the Union Pacific shareholder approval at the Union Pacific special meeting (including by soliciting proxies in favor of the approval of the share issuance) as soon as reasonably practicable.

Union Pacific will cooperate with and keep Norfolk Southern informed on a reasonably current basis regarding its solicitation efforts and voting results following the dissemination of this joint proxy statement/prospectus to its shareholders. Union Pacific may adjourn or postpone the Union Pacific special meeting (i) to allow time for the filing and dissemination of any supplemental or amended disclosure document that the Union Pacific board has determined in good faith (after consultation with its outside legal counsel) is required to be filed and disseminated under applicable law, (ii) if as of the time that the Union Pacific special meeting is originally scheduled (as set forth in this joint proxy statement/prospectus) there are insufficient shares of Union Pacific common stock represented (either in person (including virtually) or represented by proxy) to constitute a quorum necessary to conduct the business of the Union Pacific special meeting, (iii) to allow reasonable additional time to solicit additional proxies necessary to obtain the Union Pacific shareholder approval, (iv) to comply with applicable law, or (v) with the prior written consent of Norfolk Southern (which will not be unreasonably withheld, conditioned, or delayed). Without the prior written consent of Norfolk Southern (which will not be unreasonably withheld, conditioned, or delayed), the share issuance proposal and the Union Pacific adjournment proposal are the only matters that Union Pacific will propose to be acted on by Union Pacific shareholders at the Union Pacific special meeting.

Unless the merger agreement is terminated in accordance with its terms, in the event that the Union Pacific board makes a change of recommendation, Union Pacific will nevertheless submit the share issuance proposal to Union Pacific shareholders to obtain the Union Pacific shareholder approval at the Union Pacific shareholder meeting (or any adjournment, recess, or postponement thereof).

Unless the merger agreement is terminated in accordance with its terms, the obligation of Union Pacific to hold the Union Pacific shareholder meeting will not be affected solely by the making of a change of recommendation or solely by the commencement of or announcement or disclosure, or communication to Union Pacific or Norfolk Southern, of any alternative proposal.

Norfolk Southern Shareholder Meeting and Recommendation of Norfolk Southern's Board of Directors

Under the merger agreement, Norfolk Southern will take all action necessary in accordance with applicable law and its articles of incorporation and bylaws to set a record date for, duly give notice of, convene, and hold a meeting of its shareholders following the mailing of this joint proxy statement/prospectus for the purpose of obtaining the Norfolk Southern shareholder approval as soon as reasonably practicable following the date when this registration statement on Form S-4 is declared effective by the SEC. Unless Norfolk Southern has made a change of recommendation in compliance with the provisions of the merger agreement, Norfolk Southern will include its recommendation for the Norfolk Southern shareholders to vote to approve the merger agreement in this joint proxy statement/prospectus, and will solicit and use its reasonable best efforts to obtain the Norfolk Southern shareholder approval at the Norfolk Southern special meeting (including by soliciting proxies in favor of the adoption of the merger agreement) as soon as reasonably practicable.

Norfolk Southern will cooperate with and keep Union Pacific informed on a reasonably current basis regarding its solicitation efforts and voting results following the dissemination of this joint proxy statement/prospectus to its shareholders. Norfolk Southern may adjourn or postpone the Norfolk Southern special meeting (i) to allow time for the filing and dissemination of any supplemental or amended disclosure document that the Norfolk Southern board has determined in good faith (after consultation with its outside legal counsel) is required to be filed and disseminated under applicable law, (ii) if as of the time that the Norfolk Southern special meeting is originally scheduled (as set forth in this joint proxy statement/prospectus) there are insufficient shares of Norfolk Southern common stock represented (either in person (including virtually) or represented by proxy) to constitute a quorum necessary to conduct the business of the Norfolk Southern special meeting, (iii) to allow reasonable additional time to solicit additional proxies necessary to obtain the Norfolk Southern shareholder approval, (iv) to comply with applicable law, or (v) with the prior written consent of Union Pacific (which will not be unreasonably withheld, conditioned, or delayed). Without the prior written consent of Union Pacific (which will not be unreasonably withheld, conditioned, or delayed), the merger agreement proposal, the merger-related compensation proposal, and the Norfolk Southern adjournment proposal are the only matters that Norfolk Southern will propose to be acted on by Norfolk Southern shareholders at the Norfolk Southern special meeting.

Unless the merger agreement is terminated in accordance with its terms, in the event that the Norfolk Southern board makes a change of recommendation, Norfolk Southern will nevertheless submit the merger agreement to Norfolk Southern shareholders to obtain the Norfolk Southern shareholder approval at the Norfolk Southern shareholder meeting (or any adjournment, recess, or postponement thereof).

Unless the merger agreement is terminated in accordance with its terms, the obligation of Norfolk Southern to hold the Norfolk Southern shareholder meeting will not be affected solely by the making of a change of recommendation or solely by the commencement of or announcement or disclosure, or communication to Norfolk Southern or Union Pacific, of any alternative proposal.

No Solicitation

Each of Union Pacific and Norfolk Southern has agreed to promptly terminate any existing discussions or negotiations that may have been ongoing prior to the date of the merger agreement with any person (other than the other party or any of their respective affiliates or representatives) with respect to any alternative proposal or any proposal or transaction that could reasonably be expected to lead to or result in an alternative proposal, as described hereinafter, and to promptly terminate all physical and electronic data room access previously granted to any such person or its representatives.

Each of Union Pacific and Norfolk Southern has agreed that it will not, and will cause its affiliates and its and their respective directors, officers, and other representatives not to, directly or indirectly:

- solicit, initiate, or knowingly encourage or knowingly facilitate any inquiry regarding, or the making or submission of any proposal, offer, or indication of intent that constitutes, or would reasonably be expected to lead to, or result in, an alternative proposal;
- engage in, continue, or otherwise participate in any discussions or negotiations with any person regarding an alternative proposal or any inquiry, proposal, or offer that would reasonably be expected to lead to, or result in, an alternative proposal (except to notify such person that the non-solicit provisions of the merger agreement prohibit any such discussions or negotiations);
- furnish any non-public information relating to the Union Pacific or its subsidiaries or Norfolk Southern or its subsidiaries, as applicable, in connection with or for the purpose of facilitating an alternative proposal or any inquiry, proposal, offer, or indication of interest that would reasonably be expected to lead to, or result in, an alternative proposal;
- recommend or enter into any other letter of intent, memorandum of understanding, agreement in principle, option agreement, acquisition agreement, merger agreement, joint venture agreement,

partnership agreement, or other similar agreement with respect to an alternative proposal (except for confidentiality agreements permitted under the no solicitation covenant); or

- approve, authorize, or agree to do any of the foregoing or otherwise knowingly facilitate any effort or attempt to make an alternative proposal.

Prior to obtaining shareholder approval of the share issuance proposal, in the case of Union Pacific, or prior to obtaining shareholder approval of the merger agreement proposal, in the case of Norfolk Southern, if Union Pacific or Norfolk Southern receives a bona fide, unsolicited alternative proposal that does not result from a breach of such party's no-solicitation obligations under the merger agreement, that party and its representatives may contact the third party making the alternative proposal solely to clarify the terms and conditions of such proposal. If based on the information then available and after consultation with outside legal counsel and a financial advisor, the Union Pacific board or the Norfolk Southern board, as applicable, determines in good faith (after consultation with outside legal counsel and a financial advisor) that such alternative proposal is, or could reasonably be expected to result in, a superior proposal and the failure to take such action would be inconsistent with the directors' fiduciary duties under applicable law:

- Union Pacific or Norfolk Southern, as applicable, may furnish non-public information to the third party making such alternative proposal only if, prior to furnishing such information, such information has been made available to Norfolk Southern or Union Pacific, as applicable, and the third party making such alternative proposal executes a confidentiality agreement having confidentiality and use provisions that are not less restrictive than the confidentiality agreement entered into by Union Pacific and Norfolk Southern, dated May 19, 2025, and will not prohibit Norfolk Southern or Union Pacific, as applicable, from complying with the merger agreement or contain terms that would restrict in any manner Norfolk Southern's or Union Pacific's, as applicable, ability to consummate the mergers;
- if the third party making such alternative proposal is a known competitor of Union Pacific or Norfolk Southern, as applicable, Union Pacific or Norfolk Southern, as applicable, must not provide any commercially sensitive non-public information to such third party in connection with the bullet point above, other than in accordance with customary "clean room" or other similar procedures designed to limit the disclosure of competitively sensitive information; and
- Union Pacific or Norfolk Southern, as applicable, may engage in discussions or negotiations with such third party with respect to the alternative proposal.

Each of Union Pacific and Norfolk Southern, as applicable, must promptly (and in any event within twenty-four (24) hours after receipt) notify the other party in writing if (i) any inquiries, proposals, or offers with respect to an alternative proposal are received by Union Pacific or any of its representatives or Norfolk Southern or any of its representatives, as applicable, or (ii) any information is requested from Union Pacific or any of its representatives or Norfolk Southern or any of its representatives, as applicable, that, to the knowledge of Union Pacific or Norfolk Southern, as applicable, has been or is reasonably likely to have been made in connection with any alternative proposal, which notice must identify the material terms and conditions thereof (including the name of the applicable third party and, if applicable, complete copies of any written requests, proposals, or offers and any other material documents, including proposed agreements). Each of Union Pacific and Norfolk Southern, as applicable, must keep the other party reasonably informed on a reasonably current basis of any material developments regarding any alternative proposals or any material change to the terms of any such alternative proposal and any material change to the status of any such discussions or negotiations with respect thereto.

Change of Recommendation and Match Rights

Subject to the following paragraph, the Union Pacific board may not change its recommendation that Union Pacific shareholders vote "**FOR**" the share issuance proposal, and the Norfolk Southern board may not change its recommendation that Norfolk Southern shareholders vote "**FOR**" the merger agreement proposal. Under the

merger agreement, a change of recommendation will occur if the Union Pacific board or the Norfolk Southern board, including any committee thereof:

- withdraws, withholds, qualifies, or modifies, or proposes publicly to withdraw, withhold, qualify, or modify, the recommendation;
- fails to include the recommendation in the joint proxy statement/prospectus that is mailed to its shareholders;
- if any alternative proposal that is structured as a tender offer or exchange offer for the outstanding shares of Union Pacific common stock or Norfolk Southern common stock, as applicable, is commenced pursuant to Rule 14d-2 under the Exchange Act (other than by Union Pacific or an affiliate of Union Pacific, or Norfolk Southern or an affiliate of Norfolk Southern, as applicable), fails to recommend, within ten (10) business days after such commencement, against acceptance of such tender offer or exchange offer by its shareholders;
- approves, adopts or recommends or declares advisable any alternative proposal or publicly proposes to approve, adopt or recommend, or declare advisable any alternative proposal; or
- approves, adopts or recommends, or declares advisable or enters into, any letter of intent, memorandum of understanding, agreement in principle, acquisition agreement, merger agreement, option agreement, joint venture agreement, partnership agreement, or other agreement (other than a confidentiality agreement referred to in and entered into compliance with its no solicitation covenant) with respect to any alternative proposal.

Prior to obtaining shareholder approval of the share issuance proposal, the Union Pacific board may, or, prior to obtaining shareholder approval of the merger agreement proposal, the Norfolk Southern board may, make a change of recommendation in response to a superior proposal. Prior to making any such change of recommendation, the Union Pacific board or the Norfolk Southern board, as applicable, (i) must provide the other party with at least five (5) business days' prior written notice advising the other party of its intention to change its recommendation, which notice must include a description of the terms and conditions of the superior proposal that is the basis for the proposed action of the Union Pacific board or the Norfolk Southern board, as applicable (including the identity of the person making the superior proposal and, if applicable, complete copies of any written requests, proposals, or offers and any other material documents, including any proposed definitive agreements for such superior proposal), and Union Pacific or Norfolk Southern, as applicable, must have negotiated in good faith with the other party (to the extent the other party wishes to negotiate) to enable the other party to make such amendments to the terms of the merger agreement as would permit the Union Pacific board or the Norfolk Southern board, as applicable, not to effect the change of recommendation and (ii) at the end of the five (5)-business day period following delivery of the written notice, after taking into account any changes to the terms of the merger agreement proposed by the other party in writing and any other proposals or information offered in writing by the other party, must conclude that the superior proposal giving rise to the five (5)-business day period continues to constitute a superior proposal if such amendments were to be given effect; provided that any material modifications to the terms of such superior proposal (including any change in the amount or form of consideration) shall commence a new notice period as described in this paragraph, except that references to the applicable five (5)-business day period will be replaced by three (3) business days.

In addition, prior to obtaining the Union Pacific shareholder approval of the share issuance proposal, the Union Pacific board may, or, prior to obtaining the Norfolk Southern shareholder approval of the merger agreement proposal, the Norfolk Southern board may, in response to an intervening event, make a change of recommendation if the Union Pacific board or the Norfolk Southern board, as applicable, determines in good faith, after consultation with outside legal counsel, that the failure of the Union Pacific board or the Norfolk Southern board, as applicable, to take such action would be inconsistent with its fiduciary duties under applicable law. Prior to making any such change of recommendation, the Union Pacific board or the Norfolk Southern board, as applicable, (i) must give the other party at least five (5) business days' prior written notice advising the other party of its intention to make such a change of recommendation, which notice must include a description of

the applicable intervening event and (ii) at the end of the five (5)-business day period, after taking into account any changes to amend the terms of the merger agreement proposed by the other party in writing and any other proposals or information offered by the other party in writing during the five (5)-business day period, must determine in good faith, after consultation with outside legal counsel, that the failure of the Union Pacific board or the Norfolk Southern board, as applicable, to make such change of recommendation would continue to be inconsistent with its fiduciary duties under applicable law if such amendments were to be given effect.

Required Special Meeting Notwithstanding Change of Recommendation

Unless the merger agreement is terminated under the terms set forth in "*—Termination*," Union Pacific and Norfolk Southern will hold the Union Pacific special meeting and the Norfolk Southern special meeting, respectively, even if a change of recommendation has been made.

Employee Matters

Under the merger agreement, for a period of one (1) year following the first effective time, Union Pacific will provide, or will cause to be provided, to each employee of Norfolk Southern and its subsidiaries as of immediately prior to the first effective time who remains employed by Union Pacific or its subsidiaries following the first effective time: (i) base compensation, cash incentive opportunities, and target equity incentive opportunities that, in each case, are no less favorable than were provided to the continuing employee immediately before the first effective time (it being understood that in lieu of equity compensation awards, Union Pacific may provide continuing employees who, as of immediately prior to the first effective time, were eligible to receive Norfolk Southern equity compensation awards, long-term incentive awards that are settled in cash in an amount sufficient to replace the grant date value of the continuing employee's equity compensation opportunity immediately prior to the first effective time; provided that, except as set forth in the merger agreement, such long-term incentive awards will have the same terms and conditions as those applicable to the equity awards granted by Union Pacific to its similarly situated employees), and (ii) employee benefits (excluding severance, retention, change in control, bonuses, equity or equity based compensation, paid time off, defined benefit plans and retiree medical or welfare plans or arrangements) that are no less favorable in the aggregate than such employee benefits provided to the continuing employee immediately before the first effective time. The merger agreement also provides that for the one (1) year period following the first effective time, Union Pacific will provide, or will cause to be provided, to each continuing employee severance benefits in accordance with the terms of the applicable Norfolk Southern severance plan in which such continuing employee is eligible to participate immediately prior to the first effective time.

Reasonable Best Efforts; Regulatory Filings and Other Actions

Each of Union Pacific and Norfolk Southern has agreed to use reasonable best efforts to (and to cause each of their respective affiliates to) take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other parties in doing, all things necessary, proper, or advisable under applicable laws to cause the conditions to closing set forth the merger agreement to be satisfied and to consummate and make effective the mergers and the other transactions contemplated by the merger agreement prior to the end date, including:

- the obtaining of all necessary actions or nonactions, authorizations, permits, waivers, consents, clearances, approvals and expirations or terminations of waiting periods from governmental entities, and the making of all necessary registrations, notices, notifications, petitions, applications, reports, and other filings and the taking of all steps as may be necessary, proper, or advisable to obtain an approval, clearance, or waiver from, or to avoid an action or proceeding by, any governmental entity;
- the obtaining of all necessary consents from third parties;
- the defending of any actions, lawsuits, or other legal proceedings, whether judicial or administrative, challenging the merger agreement or the consummation of the mergers and the other transactions contemplated by the merger agreement, or seeking to prohibit or delay the closing; and

- the execution and delivery of any additional instruments necessary, proper, or advisable to consummate, and to fully carry out the purposes of the transactions contemplated by the merger agreement;

  provided that, solely with respect to approvals from third parties other than from governmental entities and other than under railroad laws or antitrust laws as provided in the merger agreement, in no event will either Union Pacific or Norfolk Southern or any of their respective subsidiaries be required to pay any fee, penalty, or other consideration to any third party for any consent required for or triggered by the consummation of the transactions contemplated by the merger agreement under any contract or agreement or otherwise.

Without limiting the foregoing, but subject to the terms and conditions set forth in the merger agreement, each of Union Pacific and Norfolk Southern has agreed:

- to promptly, but in no event later than six (6) months after the date of the prefiling notification, file the application with the STB (provided if the STB issues an order or otherwise implements a regulatory change that materially impedes the filing of the application, Union Pacific and Norfolk Southern shall file the application as reasonable in light of such order or regulatory change), as promptly as practicable and advisable, file any and all notification and report forms with the CNA and the FCC, and take all other actions necessary to cause the expiration or termination of any applicable waiting periods under applicable law;
- to cooperate with each other in determining whether any other filings are required to be made with, or consents are required to be obtained from, or with respect to, any third parties or governmental entities, including under other applicable antitrust laws and railroad laws, and/or Union Pacific and Norfolk Southern approvals, in connection with the execution and delivery of the merger agreement and the consummation of the transactions contemplated thereby and making all such filings as promptly as practicable and advisable and timely obtaining all such consents; and
- to use reasonable best efforts to take, or cause to be taken, all other actions and do, or cause to be done, all other things necessary, proper, or advisable to consummate and make effective the transactions contemplated hereby and to avoid or eliminate each and every impediment under any law that may be asserted by any governmental entity with respect to the mergers so as to enable the closing to occur prior to the end date, including (i) proposing, negotiating, committing to, and effecting, by consent decree, hold separate order or otherwise, the sale, divestiture, license, hold separate, or disposition of any and all of the share capital or other equity interest, assets (whether tangible or intangible), products, or businesses of Union Pacific and its subsidiaries or of Norfolk Southern and its subsidiaries, (ii) otherwise taking or committing to take any actions that after the first effective time would limit Union Pacific or its subsidiaries' freedom of action with respect to, or their ability to retain, or otherwise agreeing to any restriction, requirement, or limitation with respect to their or one or more of their subsidiaries' assets (whether tangible or intangible), products or businesses, in each case as may be required in order to avoid the entry of, or to effect the dissolution of, any injunction, temporary restraining order, or other order that would otherwise have the effect of preventing or delaying the closing, and (iii) committing to take certain actions set forth on the Norfolk Southern's disclosure schedules, subject to the limitations set forth therein (any such action or limitation described in this third bullet, each referred to as a restriction).

However, in no event will Union Pacific or any of its affiliates (including, for purposes of this sentence, Norfolk Southern and its subsidiaries, after giving effect to the mergers) be required to take, or commit to take, or agree to or accept any (i) restrictions which have financial impacts exceeding an agreed-upon overall materiality level or restrictions in certain non-required categories with financial impacts comprising more than an agreed-upon portion of the overall materiality level, (ii) voting trust agreement or other similar agreement that has the effect of requiring the deposit of the outstanding shares of the second surviving company into a voting trust or similar arrangement, or (iii) material alteration of the conditions imposed on regulatory approval of transactions involving Union Pacific or Norfolk Southern, or their respective subsidiaries, prior to the date of the merger agreement (any of the foregoing actions or limitations described in clauses (i) through (iii) is referred to as a

"materially burdensome regulatory condition"). Neither Norfolk Southern nor any of its subsidiaries will be required to become subject to, or consent or agree to or otherwise take any action with respect to, any requirement, condition, understanding, agreement, or order to sell, divest, license, hold separate, or otherwise dispose of, or to conduct, restrict, operate, invest, or otherwise change the assets, operations, or business of Norfolk Southern or any of its subsidiaries, unless such requirement, condition, understanding, agreement, or order is binding on or otherwise applicable to Norfolk Southern or its subsidiaries only from and after the first effective time in the event that the closing occurs and is expressly permitted pursuant to the merger agreement. Norfolk Southern and its subsidiaries will not agree to any such actions without the prior written consent of Union Pacific which, subject to and without limiting Union Pacific's obligations under the merger agreement, may be granted or withheld in Union Pacific's sole discretion.

Under the merger agreement, Union Pacific and Norfolk Southern also agreed:

- to cooperate and consult with each other in connection with the making of all registrations, filings, notifications, communications, submissions, and any other actions relating to regulatory filings;
- to keep the other party apprised of the status of matters relating to the completion of the transactions contemplated by the merger agreement, including promptly informing and furnishing the other party with copies of notices or other communications received or given by the other party from or to any third party and/or any governmental entity with respect to such transactions;
- to permit counsel for the other party reasonable opportunity to review in advance, and consider in good faith the views of the other party in connection with, any proposed notifications or filings and any written communications or submissions, and with respect to any such notification, filing, written communication, or submission, any documents submitted therewith to any governmental entity (subject to certain exceptions); provided that material may be redacted (i) to remove references concerning the valuation of the business of Norfolk Southern and its subsidiaries, (ii) as necessary to comply with contractual agreements, and (iii) as necessary to address reasonable privilege or confidentiality concerns; provided, further, that each party may reasonably designate any competitively sensitive material provided to the other under this provision of the merger agreement as "Outside Counsel Only Material" which such material and the information contained therein shall be given only to outside antitrust counsel of the recipient and will not be disclosed by such outside counsel to employees, officers, or directors of the recipient unless express permission is obtained in advance from the source of the materials or its legal counsel;
- subject to Union Pacific's obligations under the regulatory efforts covenant and subject to consulting with Norfolk Southern, that Union Pacific will, in its sole discretion, devise and implement the strategy and timing for obtaining any consents required under any applicable law in connection with the transactions contemplated by the merger agreement and Union Pacific will have the final authority in its sole discretion over all decisions in respect of all matters addressed in the regulatory efforts covenant, including the development, presentation, and conduct of, and all decisions with respect to, the matters relating to obtaining the requisite regulatory approvals, including any decisions with respect to timing, content, negotiations, and any communications regarding any restrictions;
- that Union Pacific will take the lead in all meetings and communications with any governmental entity in connection with obtaining such consents; provided that Union Pacific will consult in advance with Norfolk Southern and in good faith take Norfolk Southern's views into account regarding the overall strategy and timing; and
- that Norfolk Southern (and its subsidiaries) will not initiate discussions or proceedings with any governmental entity, or take or agree to take any actions (other than any ministerial actions including preparatory activities and discussions involving only Norfolk Southern and its representatives) or agree to any restrictions or conditions with respect to obtaining any consents in connection with the mergers and the other transactions contemplated by the merger agreement without the prior written consent of Union Pacific, unless, in each case, expressly permitted or expressly required to be taken pursuant to the regulatory efforts covenant contained in the merger agreement.

Indemnification and Insurance

For six (6) years after the first effective time, (i) Union Pacific, Merger Sub 1, Merger Sub 2, and Norfolk Southern have agreed that all rights to exculpation, indemnification, and advancement of expenses now existing in favor of the current or former directors or officers, as the case may be, of Norfolk Southern or its subsidiaries as provided in their respective organizational documents or in any indemnification agreements made available to Union Pacific prior to the date of the merger agreement will survive the mergers and will continue at and after the first effective time in full force and effect, and (ii) Union Pacific and the second surviving company will not amend, repeal, or otherwise modify any such provisions in any manner that would adversely affect the rights thereunder of any individuals who at the first effective time were current or former directors or officers of Norfolk Southern or any of its subsidiaries (provided that all rights to indemnification in respect of any proceeding pending or asserted or any claim made within such period will continue until the final disposition of such proceeding or resolution of such claim, even if beyond the six-year period).

The second surviving company will, and Union Pacific will cause the second surviving company to, to the fullest extent permitted under applicable law and Norfolk Southern and its subsidiaries' organizational documents in effect as of the date of the merger agreement and any indemnification agreements made available to Union Pacific prior to the date of the merger agreement, indemnify and hold harmless (and advance funds in respect of each of the foregoing or any related expenses) each current and former director or officer of Norfolk Southern or any of its subsidiaries and each person who served as a director, officer, member, trustee, or fiduciary of another corporation, partnership, joint venture, trust, pension or other employee benefit plan, or enterprise at the written request of Norfolk Southern or its subsidiaries against any costs or expenses (including reasonable attorneys' fees and expenses in advance of the final disposition of any proceeding to each such person), judgments, fines, losses, claims, damages, obligations, costs, liabilities, and other amounts in connection with any proceeding arising out of, relating to or in connection with any action or omission occurring or alleged to have occurred at or prior to the first effective time (including acts or omissions in connection with such persons serving as an officer, director, employee, or other fiduciary of any entity if such services were at the request or for the benefit of Norfolk Southern or its subsidiaries), whether asserted or claimed prior to, at, or after the first effective time. In the event of any such proceeding, the second surviving company will cooperate with the indemnified party in the defense of any such proceeding.

For six (6) years from the first effective time, Union Pacific and the second surviving company will cause to be maintained in effect the current policies of directors' and officers' liability insurance and fiduciary liability insurance maintained by Norfolk Southern and its subsidiaries with respect to matters arising on or before the first effective time, subject to an aggregate annual premium cap of 300% of the last aggregate annual premium paid by Norfolk Southern prior to the date of the merger agreement in respect of such coverage required to be maintained (which is referred to as the annual premium cap). If the annual premium cap would be exceeded, Union Pacific and the second surviving company will purchase as much coverage as reasonably practicable for such amount. In the alternative, Norfolk Southern will, at Union Pacific's request and in reasonable consultation with Union Pacific, purchase, prior to the first effective time, a six-year prepaid "tail" insurance policy providing substantially equivalent benefits as the current policies of directors' and officers' liability and fiduciary liability insurance maintained by Norfolk Southern and its subsidiaries with respect to matters arising on or before the first effective time, including with respect to the matters contemplated by the merger agreement; provided that Norfolk Southern will not commit or spend on such "tail" insurance, in the aggregate, more than the annual premium cap, and if the annual premium cap would be exceeded, Norfolk Southern will purchase, in consultation with Union Pacific, as much coverage as reasonably practicable for up to such cap. Union Pacific and the second surviving company will cause such insurance to be maintained in full force and effect, for its full term, and cause all obligations thereunder to be honored by the second surviving company.

Union Pacific will pay all reasonable expenses, including reasonable attorneys' fees, that may be incurred by any indemnified party in enforcing the indemnity and other obligations provided above.

The rights of each indemnified party will be in addition to, and not in limitation of, any other rights such indemnified party may have under the certificates of incorporation, bylaws, or other organizational documents of the Norfolk Southern, any of its subsidiaries or the second surviving company, any other indemnification arrangement, the VSCA, the VLLCA, or otherwise. These survive the consummation of the mergers and expressly are intended to benefit, and are enforceable by, each of the indemnified parties.

In the event that Union Pacific, the second surviving company, or any of their respective successors or assigns (i) consolidates with or merges into any other person and shall not be the continuing or surviving corporation or entity in such consolidation or merger or (ii) transfers all or substantially all of its properties and assets to any person, then, and in either such case, proper provision will be made so that the successors and assigns of Union Pacific or the second surviving company, as applicable, assume their respective obligations set forth above.

Union Pacific Board Composition

The parties will take all actions necessary to designate and appoint three (3) of the directors of the Norfolk Southern board as of immediately prior to the first effective time to serve as directors on the Union Pacific board effective as of the first effective time, in each case until such director's successor is elected and qualified or such director's earlier death, resignation, or removal, in each case in accordance with Union Pacific's organizational documents. The designees will be determined by the Union Pacific board, except that the designees will include Mark R. George, the current President and Chief Executive Officer of Norfolk Southern, and Richard H. Anderson, the current Chairman of the Norfolk Southern board, in each case, so long as each is qualified, and willing and suitable to serve as a director under all applicable corporate governance policies and guidelines as reviewed and determined reasonably and in good faith by the Corporate Governance, Nominating and Sustainability Committee of the Union Pacific board.

Financing Cooperation

Norfolk Southern will use its reasonable best efforts, will cause each of its subsidiaries to use its reasonable best efforts, and each of them will use their reasonable best efforts to cause their respective representatives to use their reasonable best efforts, to provide customary cooperation, to the extent reasonably requested by Union Pacific in writing, in connection with the offering, arrangement, syndication, consummation, issuance, or sale of any debt financing required to fund the payment of the cash consideration and any fees and expenses of or payable by Union Pacific, Merger Sub 1, Merger Sub 2, or Union Pacific's other affiliates on the closing date, and for any repayment or refinancing on the closing date of any outstanding indebtedness of Norfolk Southern and/or its subsidiaries contemplated by, or undertaken in connection with the transactions described in, the merger agreement (provided that such requested cooperation does not unreasonably interfere with the ongoing operations of Norfolk Southern or any of its subsidiaries), subject to certain limitations set forth in the merger agreement.

Certain Tax Matters

Union Pacific, Merger Sub 1, Merger Sub 2, and Norfolk Southern have agreed to, and to cause their respective subsidiaries to, (i) use their respective reasonable best efforts to cause the mergers, taken together, to qualify as a reorganization within the meaning of Section 368(a) of the Code and (ii) not take any action or fail to take any action if such action or such failure is intended or could reasonably be expected to prevent or impede the mergers, taken together, from qualifying as a "reorganization" within the meaning of Section 368(a) of the Code. Union Pacific and Norfolk Southern intend to report, and intend to cause their respective subsidiaries to report, the mergers, taken together, as a reorganization within the meaning of Section 368(a) of the Code.

Other Covenants and Agreements

The merger agreement contains certain other covenants agreements, including covenants relating to:

- cooperation between Union Pacific and Norfolk Southern in the preparation of this joint proxy statement/prospectus;
- actions to be taken by Union Pacific and Norfolk Southern with respect to notifying the other party of certain matters;
- confidentiality and access by Union Pacific to certain information about Norfolk Southern solely to the extent in furtherance of the consummation of the mergers and the other transactions contemplated by the merger agreement or integration planning relating thereto;
- actions to be taken by Union Pacific with respect to the listing on the NYSE of shares of Union Pacific common stock issued in connection with the mergers and actions to be taken by Norfolk Southern regarding the delisting of shares of Norfolk Southern common stock from the NYSE and termination of Norfolk Southern's registration under the Exchange Act;
- actions to be taken by Union Pacific and Norfolk Southern with respect to Section 16(a) of the Exchange Act;
- Norfolk Southern affording Union Pacific a reasonable opportunity to participate in the defense or settlement of any shareholder litigation or claim against Norfolk Southern relating to the mergers and the required consent of Union Pacific prior to the settlement of any such litigation;
- coordination between Norfolk Southern and Union Pacific on the declaration of dividends with respect to shares of Norfolk Southern common stock (if outside the ordinary course of business and inconsistent with past practice);
- actions relating to the treatment of existing Norfolk Southern indebtedness;
- the appointment of a transition team in order to facilitate the integration and operations of Union Pacific and Norfolk Southern and their respective subsidiaries; and
- actions to be taken by Union Pacific, Merger Sub 1, Merger Sub 2, Norfolk Southern, and the members of their respective boards of directors with respect to any anti-takeover statute or regulation so that the transactions contemplated by the merger agreement may be consummated as promptly as practicable on the terms contemplated by the merger agreement and otherwise act to eliminate or minimize the effects of such statute or regulation on the transactions contemplated by the merger agreement.

Conditions to the Mergers

Conditions to the Obligations of Each Party to Effect the Mergers

The obligations of each of Union Pacific, Merger Sub 1, Merger Sub 2, and Norfolk Southern to effect the mergers are subject to the satisfaction (or waiver by Union Pacific and Norfolk Southern to the extent permitted by applicable law) of various conditions, including the following:

- Union Pacific shareholders approving the share issuance proposal and Norfolk Southern shareholders approving the merger agreement proposal;
- effectiveness of the registration statement of which this joint proxy statement/prospectus forms a part, and the absence of any stop order suspending such effectiveness or of any proceeding seeking a stop order relating to such registration statement;
- the absence of any injunction or similar order by any court or other governmental entity of competent jurisdiction having been entered and continuing to be in effect that prohibits or makes illegal the consummation of the mergers;

- all requisite regulatory approvals having been obtained and remaining in full force and effect and all statutory waiting periods having expired or been terminated; and
- the shares of Union Pacific common stock to be issued in the first merger having been approved for listing on the NYSE, subject to official notice of issuance.

Conditions to the Obligations of Union Pacific, Merger Sub 1, and Merger Sub 2 to Effect the Mergers

In addition, the obligations of Union Pacific, Merger Sub 1, and Merger Sub 2 to effect the mergers are subject to the satisfaction (or waiver by Union Pacific to the extent permitted by applicable law) on or prior to the closing date of the following conditions:

- the representations and warranties of Norfolk Southern set forth in the merger agreement with respect to the capitalization of Norfolk Southern being accurate in all but de minimis respects as of the date of the merger agreement and as of the closing date as if made as of the closing date (except to the extent any such representation or warranty is expressly made as of an earlier date, in which case such representation or warranty will have been accurate in all but de minimis respects as of such date);
- the representations and warranties of Norfolk Southern set forth in the merger agreement with respect to absence of any event, change, occurrence, or development having occurred that had or would be reasonably expected to have, individually or in the aggregate, a Norfolk Southern material adverse effect since December 31, 2024, and through the date of the merger agreement being accurate in all respects as of the date of the merger agreement and as of the closing date as if made as of the closing date;
- the representations and warranties of Norfolk Southern set forth in the merger agreement with respect to (i) Norfolk Southern's incorporation, existence, good standing, power and authority and qualification to do business, (ii) there being no outstanding shares of common stock reserved for issuance, except those identified in the merger agreement, and there being no subscriptions, options, warrants, calls, convertible securities, or other similar rights, agreements, or commitments relating to the issuance of capital stock of Norfolk Southern obligating Norfolk Southern to issue, transfer, or sell any shares of common stock, grant, extend, or enter into any such subscription, option, warrant, call, convertible securities, or other similar right or redeem any shares of common stock, (iii) the Norfolk Southern board holding a meeting and unanimously declaring the merger agreement advisable, approving the execution, delivery, and performance of the merger agreement, adopting the merger agreement and recommending shareholders approve the merger agreement, and (iv) Norfolk Southern not employing any broker or finder except for BofA being accurate in all material respects as of the date of the merger agreement and as of the closing date as if made anew as of the closing date (except to the extent any such representation or warranty is expressly made as of an earlier date, in which case such representation or warranty will have been accurate in all material respects as of such date);
- all other representations and warranties of Norfolk Southern set forth in the merger agreement being accurate in all respects (without giving effect to any materiality, material adverse effect, or similar qualifications), as of the date of the merger agreement and as of the closing date (except to the extent any such representation or warranty is expressly made as of an earlier date, in which case such representation or warranty will have been accurate in all respects as of such date), except for any failure of such representations and warranties to be true and correct as would not have or reasonably be expected to have, individually or in the aggregate, a material adverse effect on Norfolk Southern;
- Norfolk Southern having performed and complied with in all material respects all of the covenants and agreements required by the merger agreement to be performed or complied with by it prior to the closing;
- since the date of the merger agreement, no event, change, occurrence, effect, or development having occurred that has had, or is reasonably likely to have, a Norfolk Southern material adverse effect has occurred that is continuing;

- Norfolk Southern having delivered to Union Pacific a certificate, dated as of the closing date and duly executed by its Chief Executive Officer or another senior officer of Norfolk Southern, certifying the satisfaction of all of the above conditions;
- no requisite regulatory approvals having resulted in the imposition, individually or in the aggregate, of any "materially burdensome regulatory condition"; and
- no injunction or similar order by any court or other governmental entity of competent jurisdiction having been entered and continuing to be in effect that imposes, individually or in the aggregate, a "materially burdensome regulatory condition."

Conditions to the Obligations of Norfolk Southern to Complete the Merger

In addition, the obligation of Norfolk Southern to complete the merger is subject to the satisfaction (or waiver to the extent legally permissible) on or prior to the closing date of the following conditions:

- the representations and warranties of Union Pacific, Merger Sub 1, and Merger Sub 2 set forth in the merger agreement with respect to the capitalization of Union Pacific, Merger Sub 1, and Merger Sub 2 being accurate in all but de minimis respects as of the date of the merger agreement and as of the closing date as if made anew as of the closing date (except to the extent any such representation or warranty is expressly made as of an earlier date, in which case such representation or warranty will have been accurate in all but de minimis respects as of such date);
- the representations and warranties of Union Pacific set forth in the merger agreement with respect to absence of a Union Pacific material adverse effect or any event, change, occurrence, or development that had or would be reasonably expected to have, individually or in the aggregate, a Union Pacific material adverse effect since December 31, 2024, and through the date of the merger agreement being accurate in all respects as of the date of the merger agreement and as of the closing date as if made anew as of the closing date;
- the representations and warranties of Union Pacific, Merger Sub 1, and Merger 2 set forth in the merger agreement with respect to (i) Union Pacific's, Merger Sub 1's and Merger Sub 2's existence, good standing, power and authority and qualification to do business, (ii) there being no outstanding shares of Union Pacific common stock reserved for issuance, except those identified in the merger agreement, and there being no outstanding subscriptions, options, warrants, calls, convertible securities, or other similar rights, agreements, or commitments relating to the issuance of capital stock of Union Pacific or any of Union Pacific's subsidiaries obligating Norfolk Southern or any of Union Pacific's subsidiaries to issue, transfer, or sell any shares of Union Pacific common stock, grant, extend, or enter into any such subscription, option, warrant, call, convertible securities, or other similar right or redeem any shares of common stock, (iii) the Union Pacific board holding a meeting and unanimously declaring the merger agreement advisable, approving the execution, delivery, and performance of the merger agreement and resolving to recommend the shareholders approve the merger agreement, and (iv) Union Pacific not employing any broker or finder except for Morgan Stanley and Wells Fargo being accurate in all material respects as of the date of the merger agreement and as of the closing date as if made anew as of the closing date (except to the extent any such representation or warranty is expressly made as of an earlier date, in which case such representation or warranty will have been accurate in all material respects as of such date);
- all other representations and warranties of Union Pacific, Merger Sub 1, and Merger Sub 2 set forth in the merger agreement being accurate in all respects (without giving effect to any materiality, material adverse effect, or similar qualifications), as of the date of the merger agreement and as of the closing date (except to the extent any such representation or warranty is expressly made as of an earlier date, in which case such representation or warranty will have been accurate in all respects as of such date), except for any failure of such representations and warranties to be true and correct as would not have or reasonably be expected to have, individually or in the aggregate, a material adverse effect on Union Pacific;

- Union Pacific, Merger Sub 1, and Merger Sub 2 having performed and complied with in all material respects all of the covenants and agreements required by the merger agreement to be performed or complied with by it prior to the closing;
- since the date of the merger agreement, no event, change, occurrence, effect, or development that has had, or is reasonably likely to have, a Union Pacific material adverse effect has occurred that is continuing; and
- Union Pacific having delivered to Norfolk Southern a certificate, dated as of the closing date and duly executed by its Chief Executive Officer or another senior officer of Union Pacific, certifying the satisfaction of all of the above conditions.

Termination

The merger agreement may be terminated and the mergers may be abandoned at any time prior to the effective time of the merger:

- by the mutual written consent of Union Pacific and Norfolk Southern;
- by either Union Pacific or Norfolk Southern:
  - if the first effective time has not occurred prior to the end date and the party seeking to terminate the merger agreement has not breached in any material respect its obligations under the merger agreement in any manner that has been the primary cause of the failure to consummate the mergers on or before such date; provided that, to the extent the requisite regulatory approvals condition to closing has not been satisfied or waived on or prior to the end date, but all other conditions to closing have been satisfied or waived (except for (a) the condition that the shares of Union Pacific common stock to be issued in the first merger have been approved for listing on NYSE and (b) those conditions that by their nature are to be satisfied at the closing), the end date will automatically be extended by the aggregate number of days (if any) during which the process for obtaining the STB approval following the prefiling notification pursuant to 49 C.F.R. § 1180.4(b) is extended due to (i) any order by the STB requiring Union Pacific and/or Norfolk Southern to submit additional information or (ii) the regulatory or statutory deadlines associated with the process for obtaining the STB approval being suspended, tolled, or extended for any reason, and after having given effect to any extension under the foregoing clauses (i) or (ii), for three (3) additional business days;
  - if any governmental entity of competent jurisdiction has issued or entered an injunction or similar order permanently enjoining or prohibiting the consummation of the mergers, and such injunction or order has become final and non-appealable; provided that the party seeking to terminate the merger agreement has not breached in any material respect its obligations under the merger agreement in any manner that has been the primary cause of such injunction or order;
  - if Norfolk Southern's shareholder meeting (after giving effect to any adjournments or postponements thereof) has been held and been concluded and shareholder approval of the merger agreement proposal has not been obtained; or
  - if Union Pacific's shareholder meeting (after giving effect to any adjournments or postponements thereof) has been held and been concluded and shareholder approval of the share issuance proposal has not been obtained; or
- by Union Pacific:
  - if Norfolk Southern has breached or failed to perform any of its representations, warranties, covenants, or other agreements contained in the merger agreement, which breach or failure to perform (i) would result in a failure of a condition of the mergers applicable to Norfolk Southern's representations, warranties, covenants, or other agreements and (ii) cannot be cured by the end

date or, if curable, is not cured within forty-five (45) business days following Union Pacific's delivery of written notice to Norfolk Southern stating Union Pacific's intention to terminate the merger agreement and the basis for such termination; provided that Union Pacific will not have a right to terminate the merger agreement if Union Pacific, Merger Sub 1, or Merger Sub 2 is then in material breach of any representation, warranty, agreement, or covenant contained in the merger agreement;

- prior to receipt of the Norfolk Southern shareholder approval of the merger agreement proposal, if the Norfolk Southern board, or a committee thereof, makes a change of recommendation; or
- prior to the receipt of the Norfolk Southern shareholder approval of the merger agreement proposal, if Norfolk Southern has materially breached its no solicitation covenant in the merger agreement; or

- by Norfolk Southern:
  - if Union Pacific, Merger Sub 1, or Merger Sub 2 has breached or failed to perform any of its representations, warranties, covenants, or other agreements contained in the merger agreement, which breach or failure to perform (i) would result in a failure of a condition to the mergers applicable to Union Pacific's representations, warranties, covenants, or other agreements and (ii) cannot be cured by the end date or, if curable, is not cured within forty-five (45) business days following Norfolk Southern's delivery of written notice to Union Pacific stating Norfolk Southern's intention to terminate the merger agreement and the basis for such termination; provided that Norfolk Southern will not have a right to terminate the merger agreement if Norfolk Southern is then in material breach of any representation, warranty, agreement, or covenant contained in the merger agreement;
  - prior to receipt of the Union Pacific shareholder approval of the share issuance proposal, if the Union Pacific board, or a committee thereof, makes a change of recommendation; or
  - prior to the receipt of the Union Pacific shareholder approval of the share issuance proposal, if Union Pacific has materially breached its no solicitation covenant in the merger agreement.

Effect of Termination

If the merger agreement is terminated as described in "*—Termination*" above, the transactions will be abandoned and the merger agreement will be void and Union Pacific, Merger Sub 1, Merger Sub 2, and Norfolk Southern will have no liability or obligation, except that:

- no such termination will relieve any party of its respective obligation to pay the Norfolk Southern termination fee, the Union Pacific termination fee, or the regulatory termination fee, as applicable as described in "*—Termination Fees and Other Fees"*;
- no such termination will relieve any party for liability for such party's fraud or willful and material breach of any covenant or obligation contained in the merger agreement prior to its termination (in which case the aggrieved party will be entitled to seek all rights and remedies available at law or in equity, including, in the case of Norfolk Southern, damages based on the loss of premium offered to each holder of Norfolk Southern common stock, which damages Norfolk Southern will be entitled to retain); and
- certain other provisions of the merger agreement, including (i) provisions with respect to Norfolk Southern's use of confidential information and (ii) provisions with respect to the allocation of fees and expenses, including, if applicable, the termination fees described below, will survive such termination.

Termination Fees and Other Fees

Termination Fees Payable by Union Pacific

The merger agreement provides that Union Pacific will pay Norfolk Southern a termination fee in connection with a termination of the merger agreement under the following circumstances:

- if either Union Pacific or Norfolk Southern terminates the merger agreement because the closing has not occurred prior to the end date and, at the time of such termination, either (i) there is an injunction or similar order entered by a court or other governmental entity of competent jurisdiction, pursuant to any railroad law, antitrust law, or similar law, that prohibits or makes illegal the consummation of the mergers, (ii) one or more of the requisite regulatory approvals have not been obtained or do not remain in full force and effect with all statutory waiting periods having been expired or terminated, (iii) one or more of the requisite regulatory approvals resulted in the imposition, individually or in the aggregate, of a "materially burdensome regulatory condition," or (iv) there is an injunction or order entered by a court or other governmental entity of competent jurisdiction that imposes, individually or in the aggregate, any "materially burdensome regulatory condition" and all other conditions as described in "*—Conditions to the Mergers—Conditions to the Obligations of Each Party to Effect the Mergers*" and "*—Conditions to the Mergers—Conditions to the Obligations of Union Pacific, Merger Sub 1, and Merger Sub 2 to Effect the Mergers*" have been satisfied or waived (except for (a) the condition that the shares of Union Pacific common stock to be issued in the first merger have been approved for listing on NYSE and (b) those conditions that by their nature are to be satisfied at the closing; provided that such conditions were then capable of being satisfied if the closing had taken place), then Union Pacific will pay Norfolk Southern $2.5 billion in cash by wire transfer no later than three (3) business days after the date of such termination; provided that the party seeking to terminate the merger agreement as described in this bullet shall not have breached in any material respect its obligations under the merger agreement in any manner that has been the primary cause of the failure to consummate the mergers before such end date;
- if either Union Pacific or Norfolk Southern terminates the merger agreement because any governmental entity of competent jurisdiction has issued or entered an injunction or similar order, pursuant to any railroad law, antitrust law, or similar law, permanently enjoining or prohibiting the consummation of the mergers, and such injunction or order has become final and non-appealable, then Union Pacific will pay Norfolk Southern $2.5 billion in cash by wire transfer no later than three (3) business days after the date of such termination; provided that the party seeking to terminate the merger agreement as described in this bullet shall not have breached in any material respect its obligations under the merger agreement in any manner that has been the primary cause of such injunction or order;
- if (i) Norfolk Southern terminates the merger agreement because, prior to receipt of the Union Pacific shareholder approval of the share issuance proposal, the Union Pacific board effected a change of recommendation or (ii) Norfolk Southern or Union Pacific terminates the merger agreement because the Union Pacific shareholder meeting was held and the Union Pacific shareholder approval of the share issuance proposal was not obtained at a time when Norfolk Southern could have terminated the agreement because the Union Pacific board effected a change of recommendation prior to receipt of the Union Pacific shareholder approval of the share issuance proposal, then Union Pacific will pay Norfolk Southern $2.5 billion in cash by wire transfer no later than, if terminated by Norfolk Southern, two (2) business days after the date of such termination or, if terminated by Union Pacific, upon such termination; and
- if (i) after the date of the merger agreement, a Union Pacific qualifying transaction is publicly proposed or publicly disclosed, (ii) the merger agreement is terminated by (a) Union Pacific or Norfolk Southern because, if the Union Pacific shareholder meeting has been held, the Union Pacific shareholder approval of the share issuance proposal has not been obtained or, solely if the Union Pacific shareholder approval of the share issuance proposal has not been obtained, closing has not occurred prior to the end date, or (b) Norfolk Southern because Union Pacific, Merger Sub 1, or Merger Sub 2 has breached or failed to perform any of their representations, warranties, covenants, or other agreements contained in the merger agreement, which breach or failure to perform (1) would result in a

failure of a condition to the mergers applicable to Union Pacific's representations, warranties, covenants, or other agreements and (2) either cannot be cured by the end date or, if curable, was not cured within forty-five (45) business days following Norfolk Southern's delivery of written notice to terminate, and (iii) concurrently with or within twelve (12) months after such termination, Union Pacific (a) consummates a Union Pacific qualifying transaction or (b) enters into a definitive agreement providing for a Union Pacific qualifying transaction and later consummates such Union Pacific qualifying transaction, then Union Pacific will pay Norfolk Southern $2.5 billion in cash by wire transfer no later than two (2) business days after the consummation of such Union Pacific qualifying transaction.

- If the merger agreement is terminated under circumstances in which Union Pacific must pay to Norfolk Southern a termination fee, it is understood that Union Pacific will not be required to pay both the Union Pacific termination fee and the regulatory termination fee or either of the Union Pacific termination fee or the regulatory termination fee on more than one occasion.

Termination Fees Payable by Norfolk Southern

The merger agreement provides that Norfolk Southern will pay Union Pacific a termination fee in connection with a termination of the merger agreement under the following circumstances:

- if Union Pacific terminates the merger agreement because, prior to the receipt of the Norfolk Southern shareholder approval of the merger agreement proposal, the Norfolk Southern board effected a change of recommendation, then Norfolk Southern will pay to Union Pacific a fee of $2.5 billion in cash by wire transfer no later than two (2) business days after the date of such termination;
- if Union Pacific or Norfolk Southern terminates the merger agreement because, if the Norfolk Southern shareholder meeting has been held, the Norfolk Southern shareholder approval of the merger agreement proposal has not been obtained at a time when Union Pacific could have terminated the merger agreement because the Norfolk Southern board effected a change of recommendation prior to receipt of the Norfolk Southern shareholder approval of the merger agreement proposal, then Norfolk Southern will pay to Union Pacific a fee of $2.5 billion in cash by wire transfer no later than, if terminated by Union Pacific, two (2) business days after the date of such termination or, if terminated by Norfolk Southern, concurrently with such termination; and
- if (i) after the date of the merger agreement, a Norfolk Southern qualifying transaction is publicly proposed or publicly disclosed, (ii) the merger agreement is terminated by (a) Union Pacific or Norfolk Southern because, if the Norfolk Southern shareholder meeting has been held, the Norfolk Southern shareholder approval of the merger agreement proposal has not been obtained or, solely if the Norfolk Southern shareholder approval of the merger agreement proposal has not been obtained, closing has not occurred prior to the end date, or (b) Union Pacific because Norfolk Southern has breached or failed to perform any of their representations, warranties, covenants, or other agreements contained in the merger agreement, which breach or failure to perform (1) would result in a failure of a condition to the mergers applicable to Norfolk Southern's representations, warranties, covenants, or other agreements and (2) either cannot be cured by the end date or, if curable, was not cured within forty-five (45) business days following Union Pacific's delivery of written notice to terminate, and (iii) concurrently with or within twelve (12) months after such termination, Norfolk Southern (a) consummates a Norfolk Southern qualifying transaction or (b) enters into a definitive agreement providing for a Norfolk Southern qualifying transaction and later consummates such Norfolk Southern qualifying transaction, then Norfolk Southern will pay Union Pacific $2.5 billion in cash by wire transfer no later than two (2) business days after the consummation of such Norfolk Southern qualifying transaction.

Amendment and Waiver

At any time prior to the first effective time, whether before or after obtaining the vote of the shareholders of Union Pacific or Norfolk Southern, any provision of the merger agreement may be amended or waived only if such amendment or waiver is in writing and signed, in the case of an amendment, by the Union Pacific, Merger Sub 1, Merger Sub 2, and Norfolk Southern, or in the case of a waiver, by the party against whom the waiver is to be effective.

If, after receipt of the Norfolk Southern shareholder approval of the merger agreement proposal, any such amendment or waiver, by applicable law or in accordance with the rules and regulations of the NYSE, requires further approval of the shareholders of Norfolk Southern, the effectiveness of such amendment or waiver will be subject to the approval of the shareholders of Norfolk Southern.

If, after receipt of the Union Pacific shareholder approval of the share issuance proposal, any such amendment or waiver, by applicable law or in accordance with the rules and regulations of the NYSE, requires further approval of the shareholders of Union Pacific, the effectiveness of such amendment or waiver will be subject to the approval of the shareholders of Union Pacific.

Third Party Beneficiaries

The merger agreement is not intended to confer upon any person other than the parties thereto any rights or remedies, except:

- from and after the first effective time, for the rights of the holders of Norfolk Southern common stock to receive the merger consideration, any cash in lieu of fractional shares, and any dividends or other distributions, and the rights of holders of Norfolk Southern equity awards to receive consideration in accordance with the terms and conditions of the merger agreement;
- for the provisions of the merger agreement relating to indemnification, insurance, and exculpation from liability for the directors and officers of Norfolk Southern;
- for Norfolk Southern and any of its subsidiaries for all reasonable and documented out-of-pocket costs incurred by them or their respective representatives in connection with the financing cooperation, and Union Pacific will indemnify Norfolk Southern and its subsidiaries and their respective representatives against any losses incurred in connection with the arrangement of the debt financing and any action taken by them at the request of Union Pacific or its representatives; and
- for the rights of Union Pacific, on behalf of Union Pacific shareholders (each of which is a third party beneficiary of the merger agreement to the extent necessary for the right of specific performance to be enforceable), and Norfolk Southern, on behalf of Norfolk Southern shareholders (each of which is a third party beneficiary of the merger agreement to the extent necessary for the right of specific performance to be enforceable), to pursue specific performance (or, if specific performance is not sought or granted as a remedy, seek damages) in the event of fraud or willful and material breach of the merger agreement in accordance with the terms and conditions of the merger agreement (it being understood that no shareholder of Union Pacific or Norfolk Southern will be entitled to enforce any of their rights, or any of the parties' obligations, under the merger agreement directly in the event of any such breach, but rather each of Union Pacific and Norfolk Southern, as agents for their applicable shareholders, will have the sole and exclusive right to do so in their sole and absolute discretion).

Applicable Law; Jurisdiction

The merger agreement is governed by Delaware law, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other that the state of Delaware (except that matters relating to the fiduciary duties of (i) the Union Pacific board will be subject to Utah law and (ii) the Norfolk Southern board will be subject to Virginia law). Any legal action or proceeding with respect to

the merger agreement will be brought and determined exclusively in the Delaware Court of Chancery (or, if, and only if, such court finds it lacks subject matter jurisdiction, the Superior Court of the State of Delaware (Complex Commercial Division); provided that if the subject matter of the action or proceeding is vested exclusively in the United States federal courts, the action or proceeding will be heard in the United States District Court for the District of Delaware).

Specific Performance

The parties to the merger agreement have agreed that irreparable damage would occur in the event that any of the provisions of the merger agreement were not performed in accordance with their specific terms or were otherwise breached. In the event of any breach or threatened breach by any other party of any covenant or obligation contained in the merger agreement, the non-breaching party will be entitled (in addition to any other remedy that may be available to it whether in law or equity, including monetary damages) to obtain (i) a decree or order of specific performance to enforce the observance and performance of such covenant or obligation and (ii) an injunction restraining such breach or threatened breach. The parties waive any requirement for the obtaining, furnishing, or posting of any bond or similar instrument in connection therewith.

Expenses

Except as set forth in the provisions of the merger agreement with respect to indemnification and insurance (as described in "*—Covenants and Agreements—Indemnification and Insurance*"), financing cooperation (as described in "*—Covenants and Agreements—Financing Cooperation*"), or termination fees (as described in "*—Termination Fees and Other Fees*"), all fees and expenses incurred by the parties will be borne solely by the party that has incurred such fees and expenses, except that (i) all filing fees in respect of any regulatory filing will be borne by Union Pacific and (ii) all transfer, documentary, sales, use, stamp, registration, and other similar taxes and fees imposed with respect to, or as a result of, the mergers will be borne by Union Pacific, the surviving corporation of the first merger, or the second surviving company, and will not be a liability of holders of Norfolk Southern common stock.

UNION PACIFIC PROPOSALS

Proposal 1: The Share Issuance Proposal

(Proposal 1 on Union Pacific Proxy Card)

Union Pacific shareholders are being asked to consider and vote on the share issuance proposal, a proposal to approve the issuance of shares of Union Pacific common stock pursuant to the merger agreement. For a summary and detailed information regarding the share issuance proposal, see the information about the mergers and the merger agreement throughout this joint proxy statement/prospectus, including the information set forth in sections entitled "*The Mergers*" and "*The Merger Agreement*." A copy of the merger agreement is attached as Annex A to this joint proxy statement/prospectus.

Subject to certain limited exceptions, Section 312.03(c) of the NYSE Listed Company Manual requires that Union Pacific obtain shareholder approval prior to the issuance of common stock, or of securities convertible into or exercisable for common stock, in any transaction or series of related transactions if the number of shares of common stock to be issued is, or will be upon issuance, equal to or in excess of 20% of the number of shares of common stock outstanding before the issuance of such common stock or of securities convertible into or exercisable for common stock.

The number of shares of Union Pacific common stock issuable as consideration for the mergers is expected to exceed the abovementioned threshold. At the effective time of the first merger, each outstanding share of Norfolk Southern common stock (other than shares held by Union Pacific or Norfolk Southern, or their direct or indirect subsidiaries) will be converted into the right to receive the merger consideration (i.e., the per-share cash consideration of $88.82 in cash, without interest, and the exchange ratio of one (1) validly issued, fully paid, and nonassessable share of Union Pacific common stock). If the first merger is completed, it is currently estimated that Union Pacific will issue or reserve for issuance approximately 225.4 million shares of Union Pacific common stock in connection with the first merger, which will exceed 20% of the shares of Union Pacific common stock outstanding before such issuance.

Approval of the share issuance proposal by Union Pacific shareholders is required to complete the transactions contemplated by the merger agreement. If the share issuance proposal is not approved, the mergers will not be completed.

If you sign and return a proxy and do not indicate how you wish to vote on any proposal, your shares will be voted in favor of the share issuance proposal.

The affirmative vote, in person or by proxy, of a majority of the votes cast and entitled to vote thereon at the Union Pacific special meeting by Union Pacific shareholders will be required to approve the share issuance proposal (assuming a quorum is present), as required by Section 312.03(c) of the NYSE Listed Company Manual.

THE UNION PACIFIC BOARD UNANIMOUSLY RECOMMENDS THAT UNION PACIFIC SHAREHOLDERS VOTE "FOR" THE SHARE ISSUANCE PROPOSAL.

Proposal 2: The Union Pacific Adjournment Proposal

(Proposal 2 on Union Pacific Proxy Card)

Union Pacific shareholders are being asked to consider and vote on the Union Pacific adjournment proposal, a proposal that will give the Union Pacific board authority to adjourn the Union Pacific special meeting from time to time, if necessary or appropriate, to solicit additional proxies in the event there are not sufficient votes to approve the share issuance proposal at the time of the Union Pacific special meeting or any adjournment or postponement thereof. If the Union Pacific adjournment proposal is approved, the Union Pacific special meeting could be adjourned to any date. Union Pacific could adjourn the Union Pacific special meeting and any adjourned session of the Union Pacific special meeting and use the additional time to solicit additional proxies, including the solicitation of proxies from Union Pacific shareholders who have previously voted.

If the Union Pacific special meeting is adjourned, Union Pacific shareholders who have already submitted their proxies will be able to revoke them at any time prior to their use. If you sign and return a proxy and do not indicate how you wish to vote on any proposal, or if you indicate that you wish to vote in favor of the approval and adoption of the share issuance proposal but do not indicate a choice on the Union Pacific adjournment proposal, your shares will be voted in favor of the Union Pacific adjournment proposal. If you indicate, however, that you wish to vote against the share issuance proposal, your shares of Union Pacific common stock will only be voted in favor of the Union Pacific adjournment proposal if you indicate that you wish to vote in favor of the Union Pacific adjournment proposal.

The affirmative vote, in person or by proxy, of a majority of the votes cast and entitled to vote thereon at the Union Pacific special meeting by Union Pacific shareholders will be required to approve the Union Pacific adjournment proposal (whether or not there is a quorum).

THE UNION PACIFIC BOARD UNANIMOUSLY RECOMMENDS THAT UNION PACIFIC SHAREHOLDERS VOTE "FOR" THE UNION PACIFIC ADJOURNMENT PROPOSAL.

NORFOLK SOUTHERN PROPOSALS

Proposal 1: The Merger Agreement Proposal

(Proposal 1 on Norfolk Southern Proxy Card)

Norfolk Southern shareholders are being asked to consider and vote on the merger agreement proposal, a proposal to approve the merger agreement and the transactions contemplated thereby, including the mergers. For a summary and detailed information regarding the merger agreement proposal, see the information about the mergers and the merger agreement throughout this joint proxy statement/prospectus, including the information set forth in sections entitled "*The Mergers*" and "*The Merger Agreement*." A copy of the merger agreement is attached as Annex A to this joint proxy statement/prospectus.

Approval of the merger agreement proposal by Norfolk Southern shareholders is required to complete the transactions contemplated by the merger agreement. If the merger agreement proposal is not approved, the mergers will not be completed.

The approval of the merger agreement proposal requires the affirmative vote of a majority of the votes cast and entitled to vote thereon at the Norfolk Southern special meeting by Norfolk Southern shareholders, assuming a quorum is present.

The Norfolk Southern board unanimously recommends that Norfolk Southern shareholders vote "FOR" the merger agreement proposal.

Proposal 2: The Merger-Related Compensation Proposal

(Proposal 2 on Norfolk Southern Proxy Card)

Under Section 14A of the Exchange Act and Rule 14a-21(c) thereunder, Norfolk Southern is required to submit a proposal to its common shareholders for an advisory (non-binding) vote to approve certain compensation that may be paid or become payable to Norfolk Southern's named executive officers in connection with the completion of the mergers as discussed in "*The Mergers—Interests of Directors and Executive Officers in the Mergers—Interests of Norfolk Southern Directors and Executive Officers in the Mergers*," including the footnotes to the table and the associated narrative discussion. The Norfolk Southern board unanimously recommends that Norfolk Southern shareholders approve the following resolution:

> "RESOLVED, that the compensation that may be paid or become payable to the named executive officers of Norfolk Southern in connection with the mergers, as disclosed pursuant to Item 402(t) of Regulation S-K in the table in the section of the joint proxy statement/prospectus entitled "*The Mergers—Interests of Directors and Executive Officers in the Mergers—Interests of Norfolk Southern Directors and Executive Officers in the Mergers*" including the footnotes to the table and the associated narrative discussion, and the agreements and plans pursuant to which such compensation may be paid or become payable, is hereby APPROVED."

The vote on the merger-related compensation proposal is a vote separate and apart from the votes to approve the other proposals being presented at the Norfolk Southern special meeting and is not a condition to the completion of the mergers. Accordingly, you may vote to approve the merger agreement proposal and vote not to approve the merger-related compensation proposal and vice versa. Because the vote on the merger-related compensation proposal is advisory only, it will not be binding on Norfolk Southern or Union Pacific. Accordingly, if the merger agreement is approved and the mergers are completed, the merger-related compensation will be payable, subject only to the conditions applicable thereto, regardless of the outcome of the vote on the merger-related compensation proposal.

The approval of the merger-related compensation proposal requires the affirmative vote of a majority of the votes cast and entitled to vote thereon at the Norfolk Southern special meeting by Norfolk Southern shareholders, assuming a quorum is present; however, such vote is non-binding and advisory only.

The Norfolk Southern board unanimously recommends that Norfolk Southern shareholders vote "FOR" the merger-related compensation proposal.

Proposal 3: The Norfolk Southern Adjournment Proposal

(Proposal 3 on Norfolk Southern Proxy Card)

Norfolk Southern shareholders are being asked to consider and vote on the Norfolk Southern adjournment proposal, which will give the Norfolk Southern board authority to adjourn the Norfolk Southern special meeting from time to time, if necessary or appropriate, to solicit additional proxies, in the event that there are not sufficient votes to approve the merger agreement proposal at the time of the Norfolk Southern special meeting or any adjournment or postponement thereof. If the Norfolk Southern adjournment proposal is approved, the Norfolk Southern special meeting could be adjourned to any date. Norfolk Southern could adjourn the Norfolk Southern special meeting and any adjourned session of the Norfolk Southern special meeting and use the additional time to solicit additional proxies, including the solicitation of proxies from Norfolk Southern shareholders who have previously voted.

If the Norfolk Southern special meeting is adjourned, Norfolk Southern shareholders who have already submitted their proxies will be able to revoke them at any time prior to their use. If you sign and return a proxy and do not indicate how you wish to vote on any proposal, or if you indicate that you wish to vote in favor of the merger agreement proposal but do not indicate a choice on the Norfolk Southern adjournment proposal, your shares will be voted in favor of the Norfolk Southern adjournment proposal.

The vote on the Norfolk Southern adjournment proposal is separate and apart from the votes to approve the other proposals being presented at the Norfolk Southern special meeting and is not a condition to the completion of the mergers.

The approval of the Norfolk Southern adjournment proposal requires the affirmative vote of a majority of the votes cast and entitled to vote thereon at the Norfolk Southern special meeting by Norfolk Southern shareholders, whether or not there is a quorum.

The Norfolk Southern board unanimously recommends that Norfolk Southern shareholders vote "FOR" the Norfolk Southern adjournment proposal.

DESCRIPTION OF UNION PACIFIC COMMON STOCK

This section of the joint proxy statement/prospectus summarizes the material terms of Union Pacific's capital stock that will be in effect if the mergers are completed. You are encouraged to read the Union Pacific articles of incorporation, incorporated by reference as Exhibits 3.1 to the registration statement of which this joint proxy statement/prospectus forms a part, and are incorporated herein by reference, and the Union Pacific by-laws, incorporated by reference as Exhibit 3.2 to the registration statement of which this joint proxy statement/prospectus forms a part, and are incorporated herein by reference, for greater detail on the provisions that may be important to you. All references within this section to "common stock" mean Union Pacific common stock unless otherwise noted.

Authorized Capital Stock of Union Pacific

The Union Pacific articles of incorporation provide that the total number of shares of capital stock which may be issued by Union Pacific is one billion four hundred twenty million (1,420,000,000), consisting of one billion four hundred million (1,400,000,000) shares of common stock, par value $2.50 per share, and twenty million (20,000,000) shares of preferred stock, no par value per share.

As of September 26, 2025, there were outstanding:

- 593,123,574 shares of Union Pacific common stock; and
- no shares of Union Pacific preferred stock.

Dividends

Subject to the rights of holders of any preferred stock which may be issued, the holders of common stock are entitled to receive dividends when, as and if declared by the Union Pacific board out of any legally available funds. Union Pacific may not pay dividends on common stock, other than dividends payable in common stock or any other class or classes of stock junior in rank to the preferred stock as to dividends or upon liquidation, unless all dividends accrued on outstanding preferred stock have been paid or declared and set apart for payment.

Voting Rights

The holders of common stock are entitled to one (1) vote on each matter submitted for their vote at any meeting of Union Pacific shareholders for each share of common stock held as of the record date for the meeting, including the election of directors. Holders of Union Pacific common stock do not have cumulative voting rights.

Generally, the affirmative vote of the holders of a majority of the total number of votes cast of Union Pacific capital stock represented at a meeting and entitled to vote on a matter is required in order to approve such matter. Certain extraordinary transactions and other actions require supermajority vote.

Election of Directors

Pursuant to the Union Pacific by-laws, uncontested elections of directors generally are governed by Section 16-10a-1023(2) of the URBCA and contested elections of directors are governed by Section 16-10a-1023(3) of the URBCA.

Nominating Directors

A shareholder, or a group of up to twenty (20) shareholders, that has continuously owned at least 3% of the common stock for at least three (3) years, may nominate and include in the proxy materials up to the greater of two (2) directors or 20% of the number of directors then in office; provided that the shareholder(s) and the nominee(s) satisfy the requirements specified in the Union Pacific by-laws.

Special Meetings of Shareholders

A shareholder or group of shareholders owning the requisite number of shares of common stock prescribed by the URBCA may request that the board of directors call a special meeting of Union Pacific shareholders by providing the requisite information described in the Union Pacific by-laws, which generally includes (i) a statement of the purpose of the special meeting, (ii) the text of any proposals to be considered at the meeting and information regarding the identity of the shareholder(s), (iii) the reasons for conducting such business at such shareholder meeting, (iv) any agreement or other relationship among a group of shareholders, and (v) interest or interests, including beneficial ownership, of the shareholder(s) in such business and in and to the common stock.

If a request for a special meeting involves the nomination of one or more directors, the Union Pacific by-laws require that the nominating shareholder(s) provide additional information, including any information required by the applicable securities laws, regarding each shareholder nominee. The Union Pacific board has the right to submit additional nominees to the shareholders at any special meeting requested by the shareholders for purposes of electing directors. If a request for a special meeting satisfies all of the applicable provisions of the Union Pacific by-laws and the URBCA, the special meeting will be held not more than ninety (90) days after the date of the request for the meeting at a time and place to be determined by the Union Pacific board, unless the Union Pacific board has called or calls for an annual meeting to be held within ninety (90) days after the request for a special meeting is received.

Advance Notice Requirements

The Union Pacific by-laws include provisions applicable to certain shareholder activities, including the submission of binding shareholder proposals, nominating candidates to serve as directors at annual meetings of shareholders, and submission of other matters to be considered at the annual meeting of shareholders.

Generally, a timely notice regarding the submission of binding shareholder proposals, director nominees, and other business to be considered at an annual meeting of shareholders (other than non-binding proposals submitted pursuant to, and in compliance with, Rule 14a-8 of the Exchange Act) must be delivered to the Corporate Secretary at Union Pacific's principal executive offices not less than ninety (90) days and not more than one-hundred twenty (120) days prior to the date of the anniversary of the previous annual meeting of shareholders.

In addition to timely notice, shareholders must satisfy the applicable provisions of the URBCA and the Union Pacific by-laws, including (i) the timely submission of information regarding the proposed business, (ii) the text of any proposals to be submitted to the shareholders and information regarding the identity of the shareholder(s), (iii) any agreement or other relationship among a group of shareholders, and (iv) the interest or interests, including beneficial ownership, of the shareholder(s) in and to the common stock. If the shareholder submission involves the nomination of one or more directors for consideration at the annual meeting, the Union Pacific by-laws require that the nominating shareholder(s) provide additional information, including any information required by the applicable securities laws, regarding each shareholder nominee.

Liquidation Rights

Any preferred stock would be senior to the common stock as to distributions upon Union Pacific's voluntary or involuntary liquidation, dissolution, distribution of assets, or winding up. After distribution in full of the preferential amounts to be distributed to holders of preferred stock, holders of common stock will be entitled to receive all of Union Pacific's remaining assets available for distribution to shareholders ratably in proportion to the numbers of shares held by them, respectively, in the event of voluntary or involuntary liquidation, dissolution, distribution of assets, or winding up.

Transactions with Ten Percent Shareholders

The Union Pacific articles of incorporation provide that certain transactions between Union Pacific and a beneficial owner of more than 10% of Union Pacific's voting stock (including common stock) must either:

- be approved by a majority of Union Pacific's voting stock other than that held by such beneficial owner;
- satisfy minimum price and procedural criteria set forth in the Union Pacific articles of incorporation; or
- be approved by a majority of Union Pacific's directors who are not related to such beneficial owner.

The transactions covered by these provisions include mergers, consolidations, sales or dispositions of assets, adoption of a plan of liquidation or dissolution, or other transactions involving a beneficial owner of more than 10% of Union Pacific's voting stock.

Miscellaneous

The common stock is not redeemable, has no preemptive or conversion rights and is not liable for further assessments or calls. All outstanding shares of common stock are fully paid and nonassessable.

NYSE Listing

Union Pacific common stock is listed on the NYSE under the symbol "UNP."

Transfer Agent and Registrar

Computershare Investor Services, LLC is the transfer agent and registrar for the common stock.

Descriptions of the Union Pacific articles of incorporation, Union Pacific by-laws, and sections of the URBCA are summaries only. You should review and rely on the actual and effective Union Pacific articles of incorporation, Union Pacific by-laws, and sections of the URBCA.

COMPARISON OF RIGHTS OF SHAREHOLDERS OF UNION PACIFIC AND NORFOLK SOUTHERN

Union Pacific is incorporated under the laws of the State of Utah and Norfolk Southern is incorporated under the laws of the State of Virginia. Union Pacific will continue to be a Utah corporation following the completion of the mergers and will be governed by the URBCA.

Upon completion of the first merger, the Norfolk Southern shareholders immediately prior to the first effective time will become Union Pacific shareholders. The rights of the former Norfolk Southern shareholders and the Union Pacific shareholders will thereafter be governed by the URBCA and by the Union Pacific articles of incorporation and Union Pacific by-laws.

The following description summarizes the material differences between the rights of the shareholders of Union Pacific and Norfolk Southern, but the following is not a complete statement of all those differences or a complete description of the specific provisions referred to in this summary. Shareholders should read carefully the relevant provisions of the URBCA and the respective articles of incorporation and by-laws of Union Pacific and Norfolk Southern. For more information on how to obtain the documents that are not attached to this joint proxy statement/prospectus, see "*Where You Can Find More Information*" beginning on page 207.

	Rights of Union Pacific Shareholders	Rights of Norfolk Southern Shareholders
Authorized Capital Stock	The authorized capital stock of Union Pacific consists of one billion four hundred million (1,400,000,000) shares of common stock, par value $2.50 per share, and twenty million (20,000,000) shares of preferred stock, without par value.	The authorized capital stock of Norfolk Southern consists of one billion three hundred fifty million (1,350,000,000) shares of common stock, par value $1.00 per share, and twenty-five million (25,000,000) shares of preferred stock, without par value.
Special Meetings of Shareholders	Union Pacific's by-laws provide that a special meeting of shareholders may be called by the board of directors and shall be called by the secretary of Union Pacific at the request of one or more record holders of shares of Union Pacific common stock representing in the aggregate percentage, as specified under the URBCA, of the votes entitled to be cast on any issue to be considered at such a special meeting, which such percentage is 10%.	Norfolk Southern's bylaws provide that special meetings of Norfolk Southern shareholders may be held (i) whenever called by the chair or a majority of the directors of the Norfolk Southern board or (ii) whenever called by the secretary of Norfolk Southern upon a proper written request of one or more record holders of shares of Norfolk Southern common stock representing at least 20% of the voting power of all outstanding shares entitled to vote on the matter proposed to be voted on at such meeting.
Shareholder Proposals and Nominations of Candidates for Election to the Board of Directors	Union Pacific's by-laws allow shareholders to propose business to be brought before an annual meeting and allow shareholders who are record holders on the date of notice and on the record date	Norfolk Southern's bylaws allow shareholders to propose business to be brought before an annual meeting and allow shareholders who are record holders on the date of notice and on the record date

	Rights of Union Pacific Shareholders	Rights of Norfolk Southern Shareholders
	for the determination of shareholders entitled to vote at such annual meeting to nominate candidates for election to the Union Pacific board. Such proposals (other than proposals included in the notice of meeting pursuant to Rule 14a-8 promulgated under the Exchange Act) and nominations, however, may only be brought by a shareholder who has given timely notice in proper written form to Union Pacific's secretary prior to the meeting. In connection with an annual meeting, to be timely, notice of such proposals and nominations must be delivered to or mailed and received at Union Pacific's principal executive office not less than ninety (90) days nor more than one hundred twenty (120) days prior to the anniversary date of the immediately preceding annual meeting; provided, however, that in the event that the date of the meeting is called for a date that is more than thirty (30) days before or after such anniversary date, notice by the shareholder must be received no earlier than one hundred twenty (120) days prior to such annual meeting and no later than the close of business on the later of the 90th day prior to such annual meeting or the 10th day following the day on which public announcement of the date of the annual meeting was made.	for the determination of shareholders entitled to vote at such annual meeting to nominate candidates for election to the Norfolk Southern board. Such proposals (other than proposals included in the notice of meeting pursuant to Rule 14a-8 promulgated under the Exchange Act) and nominations, however, may only be brought by a shareholder who has given timely notice in proper written form to Norfolk Southern's secretary prior to the meeting. In connection with an annual meeting, to be timely, notice of such proposals and nominations must be delivered to or mailed and received at Norfolk Southern's principal executive offices not less than one hundred twenty (120) days nor more than one hundred fifty (150) days prior to the first anniversary of the date that Norfolk Southern mailed its proxy statement in connection with the previous year's annual meeting; provided, however, that if no annual meeting was held the previous year or the date of the annual meeting is more than thirty (30) days before or more than sixty (60) days after the anniversary of the preceding annual meeting, notice must be received not less than sixty (60) days before the date of the applicable annual meeting.
Number of Directors	The Union Pacific articles of incorporation and Union Pacific by-laws provide that the number of directors will be fixed from time to time exclusively pursuant to a resolution adopted by a majority of the Union Pacific board but in no event will it	Norfolk Southern's bylaws provide that the board of directors may increase or decrease the number of directors from time to time; provided that such number shall not be less than three (3). There are currently twelve (12) positions authorized and

	Rights of Union Pacific Shareholders	Rights of Norfolk Southern Shareholders
	consist of less than three (3) nor more than fourteen (14) directors. At present, Union Pacific has eleven (11) directors.	twelve (12) directors serving on the Norfolk Southern board.
Election of Directors	Union Pacific's by-laws provide that uncontested elections of directors generally are governed by Section 16-10a-1023(2) of the URBCA, pursuant to which, at each meeting of the shareholders for the election of directors at which a quorum is present, each director shall be elected by the vote of a majority of the votes cast, except in the event of a contested election in which Section 16-10a-1023(3) of the URBCA is applicable. In the event of a contested election for which Section 16-10a-1023(3) of the URBCA applies, directors shall generally be elected by a plurality of the votes cast by the shares entitled to vote at a meeting at which a quorum is present. Union Pacific does not have a classified board and each director is elected annually.	Norfolk Southern's bylaws provide that each director is elected by a majority of votes cast with respect to the director nominee at any meeting for the election of directors at which a quorum is present; provided, however, that in any meeting which the number of nominees exceeds the number of directors to be elected, director nominees will be elected by a plurality of the votes cast in such election. Norfolk Southern does not have a classified board and each director is elected annually.
Removal of Directors	The URBCA provides that a director may be removed, at any time with or without cause, at a meeting called for the purpose of removing the director, if the votes cast favoring the action exceed the votes cast opposing the action.	The VSCA provides that the shareholders of a corporation may remove one (1) or more directors, with or without cause, by the affirmative vote of a majority of votes cast and entitled to vote thereon, unless the articles of incorporation provide that directors may be removed only for cause (which Norfolk Southern's restated articles of incorporation, as amended, do not do).
Limitation on Liability of Directors	The Union Pacific articles of incorporation provide that, to the fullest extent permitted under the URBCA, as now or hereafter in effect, no director shall be liable to Union Pacific or its shareholders for monetary damages for breach of fiduciary duty as a director.	Norfolk Southern's restated articles of incorporation, as amended, provide that, to the full extent that the VSCA permits the limitation or elimination of the liability of directors and officers, no director or officer of Norfolk Southern will be liable to Norfolk Southern or its shareholders for

	Rights of Union Pacific Shareholders	Rights of Norfolk Southern Shareholders
	The URBCA provides that a corporation may limit the liability of a director to the corporation or to its shareholders for monetary damages for any action taken or any failure to take any action as a director, except liability for (i) the amount of a financial benefit received by a director to which the director is not entitled; (ii) an intentional infliction of harm on the corporation or the shareholders; (iii) a violation of section of the URBCA on unlawful distributions; or (iv) an intentional violation of criminal law.	monetary damages arising out of any transaction, occurrence, or course of conduct. The VSCA provides that a corporation may limit or eliminate the liability of a director or officer for any transaction, occurrence, or course of conduct in the articles of incorporation, except for willful misconduct or a knowing violation of law.
Indemnification of Directors and Officers	Union Pacific's by-laws require that Union Pacific indemnify its directors and officers to the fullest extent permitted by law in certain circumstances and that such right to indemnification shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the estate and personal representatives of such person. Except for proceedings to enforce rights to indemnification, however, Union Pacific shall not be obligated to indemnify in connection with a proceeding (or part thereof) if such director, officer, or successor in interest initiated such proceeding (or part thereof) unless such proceeding was authorized or consented to by the Union Pacific board. The right to indemnification includes the right to be paid or reimbursed for the reasonable expenses incurred in defending or otherwise participating in any proceeding in advance of its final disposition; provided that the payment or reimbursement of expenses incurred by a director or officer shall only be made if (i) the director or officer furnishes	Norfolk Southern's restated articles of incorporation, as amended, provide that, to the full extent permitted by the VSCA, Norfolk Southern shall indemnify any person who is party to any proceeding by reason of the fact that he is or was a director or officer, or former director or officer, of Norfolk Southern, against any liability incurred by them in connection with such proceeding. To the same extent, the Norfolk Southern board may, by a majority vote of a quorum of disinterested directors, enter into a contract to indemnify any director or officer against liability and/or to advance or reimburse his expenses in connection with any proceeding arising from any act or omission. Any such indemnification will be made by Norfolk Southern only as authorized in a specific case upon the determination that indemnification is proper because the indemnitee has met any standard of conduct that is a prerequisite to his entitlement to indemnification under the restated articles of incorporation.

Rights of Union Pacific Shareholders	Rights of Norfolk Southern Shareholders
Union Pacific a written affirmation of his or her good faith belief that he or she has met the applicable standard of conduct described in the URBCA; (ii) the director or officer furnishes Union Pacific a written undertaking, executed personally or on his, her, or its behalf, to repay any amounts advanced if it is ultimately determined, after a final adjudication (including all appeals), that the director or officer did not meet the applicable standard of conduct described in the URBCA; and (iii) a determination is made, in accordance with the procedures set forth in the Union Pacific by-laws, that the facts then known to those making the determination would not preclude indemnification under the URBCA.	The VSCA provides that a corporation may indemnify an individual who is or was a director or officer of the corporation if the director (i) conducted himself in good faith, (ii) believed (a) in the case of conduct in his official capacity with the corporation, that his conduct was in its best interests, and (b) in all other cases, that his conduct was at least not opposed to its best interests, and (iii) in the case of any criminal proceeding, that he had no reasonable cause to believe that his conduct was unlawful. The VSCA also provides that, unless specifically limited by its articles of incorporation, a corporation must mandatorily indemnify any director or officer who entirely prevails in the defense of any proceeding to which he was a party by because he is or was a director or officer of the corporation against the reasonable expenses incurred by him in connection with the proceeding. Norfolk Southern must pay for or reimburse the reasonable expenses incurred by a director or officer who is a party to a proceeding in advance of final disposition, if the director or officer furnishes to Norfolk Southern the statement and undertakings specified in article VI, section 6 of the articles of incorporation. Norfolk Southern's restated articles of incorporation, as amended, permit Norfolk Southern to purchase and maintain insurance on behalf of any person who is or was a director or officer of Norfolk Southern against any liability asserted against such person, whether or not Norfolk Southern would have the power to indemnify such person against such liability.

	Rights of Union Pacific Shareholders	Rights of Norfolk Southern Shareholders
Amendments to Articles of Incorporation	The URBCA provides that the Union Pacific board, without shareholder action, may make various changes of an administrative nature to the Union Pacific articles of incorporation. Other amendments to the Union Pacific articles of incorporation must be recommended to shareholders by the board, unless the board determines that because of conflicts of interest or other special circumstances it should make no recommendation, and must be approved by a majority of all votes entitled to be cast by each voting group that has a right to vote on the amendment.	Norfolk Southern's restated articles of incorporation, as amended, provide that an amendment to the articles of incorporation requires shareholder approval from each voting group entitled to vote thereon by the affirmative vote of a majority of all votes entitled to be cast by each such voting group, unless the Norfolk Southern board conditions the approval of such an amendment upon a greater vote.
Amendments to By-laws	Union Pacific's by-laws provide that the by-laws may be altered, amended, or repealed (i) at a meeting of the shareholders by a majority vote of those present in person or by proxy, (ii) by the Union Pacific board at a meeting thereof by a majority vote of the directors then in office, or (iii) by written consent of the Union Pacific board.	Norfolk Southern's bylaws provide that the bylaws may be altered, amended, or repealed, and new bylaws may be adopted, by the Norfolk Southern board at any regular or special meeting of the Norfolk Southern board. The VSCA also provides that a Virginia corporation's shareholders may amend or repeal the corporation's bylaws by the affirmative vote of a majority of votes cast and entitled to vote thereon.
Certain Business Combinations	The URBCA provides that Union Pacific may not engage in a business combination with a shareholder acquiring more than 20% of Union Pacific's voting stock for a period of five years following the stock acquisition date of such "interested shareholder", unless the transaction or the purchase of stock made by the interested shareholder on the interested shareholder's stock acquisition date is approved by the Union Pacific board before the interested shareholder's stock acquisition date.	The VSCA prevents Norfolk Southern from engaging in an "affiliated transaction" (which include mergers, share exchanges, material dispositions of corporate assets not in the ordinary course of business, and certain dissolutions, reclassifications, and recapitalizations) with an "interested shareholder" (generally defined as a person owning more than 10% of any class of voting securities of the corporation) for a period of three (3) years following the date such person became an interested shareholder unless approved by (i) a majority of the disinterested

	Rights of Union Pacific Shareholders	Rights of Norfolk Southern Shareholders
	The Union Pacific articles of incorporation provide that certain transactions between Union Pacific and a beneficial owner of more than 10% of Union Pacific's voting stock (including common stock) must either (i) be approved by a majority of Union Pacific's voting stock other than that held by such beneficial owner, (ii) satisfy minimum price and procedural criteria set forth in the Union Pacific articles of incorporation, or (iii) be approved by a majority of Union Pacific's directors who are not related to such beneficial owner. The transactions covered by such provisions of the Union Pacific articles of incorporation include mergers, consolidations, sales or dispositions of assets, adoption of a plan of liquidation or dissolution, or other transactions involving a beneficial owner of more than 10% of Union Pacific's voting stock.	directors and (ii) the holders of at least two-thirds of the outstanding voting stock not owned by the interested shareholder, subject to certain exceptions. Norfolk Southern's restated articles of incorporation, as amended, do not contain any provision electing not to be governed by these anti-takeover provisions of the VSCA.
Shareholder Rights Plan	Union Pacific does not have a shareholder rights plan.	Norfolk Southern does not have a shareholder rights plan.
Exclusive Forum	None of the (i) Union Pacific articles of incorporation, (ii) Union Pacific by-laws, or (iii) URBCA contain an exclusive forum provision.	Norfolk Southern's bylaws provide that, unless Norfolk Southern consents in writing to the selection of an alternative forum, the sole and exclusive forum for (i) any derivative action or proceeding brought on behalf of Norfolk Southern, (ii) any action asserting a claim of breach of a legal or fiduciary duty owed by any director, officer, employee, or other agent of Norfolk Southern to Norfolk Southern or its shareholders, (iii) any action asserting a claim against Norfolk Southern or any director, officer, employee, or agent of Norfolk Southern arising out of or relating to any provision of the VSCA,

Rights of Union Pacific Shareholders	Rights of Norfolk Southern Shareholders
	Norfolk Southern's articles of incorporation or bylaws, or (iv) any action against Norfolk Southern or any director, officer, employee, or agent of Norfolk Southern asserting a claim governed by the internal affairs doctrine shall be a circuit court in any of the cities of Chesapeake, Norfolk, or Virginia Beach or any federal district court in the Eastern District of Virginia, unless no such court has personal jurisdiction over an indispensable party named as a defendant.

LEGAL MATTERS

The validity of the Union Pacific common stock to be issued in the first merger will be passed upon by Parr Brown Gee & Loveless, PC.

EXPERTS

Union Pacific

The financial statements of Union Pacific Corporation as of December 31, 2024 and 2023, and for each of the three years in the period ended December 31, 2024, incorporated by reference in this joint proxy statement/prospectus by reference to Union Pacific Corporation's Annual Report on Form 10-K for the year ended December 31, 2024, and the effectiveness of Union Pacific Corporation's internal control over financial reporting have been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in their reports. Such financial statements are incorporated by reference in reliance upon the reports of such firm given their authority as experts in accounting and auditing.

Norfolk Southern

The consolidated financial statements of Norfolk Southern Corporation as of December 31, 2024 and 2023, and for each of the three years in the period ended December 31, 2024, and management's assessment of the effectiveness of internal control over financial reporting have been incorporated by reference herein in reliance upon the report of KPMG LLP, independent registered public accounting firm, incorporated by reference herein, and upon the authority of said firm as experts in accounting and auditing.

DATES FOR SUBMISSION OF SHAREHOLDER PROPOSALS FOR 2026 ANNUAL MEETING

Union Pacific

Proposals for inclusion in Union Pacific's 2026 proxy materials pursuant to SEC Rule 14a-8: To be eligible for inclusion in Union Pacific's proxy statement for the 2026 annual meeting of shareholders, shareholder proposals must be received at Union Pacific's principal executive offices no later than November 25, 2025.

Director nominations under Union Pacific's proxy access by-law: The Union Pacific by-laws provide for "proxy access" for certain director candidates by shareholders. Under the Union Pacific by-laws, a shareholder or group of shareholders who have continuously held for three (3) years a number of shares of Union Pacific common stock equal to 3% of the outstanding shares of Union Pacific common stock may request that Union Pacific include in the Union Pacific proxy materials director nominees representing up to the greater of two (2) directors or 20% of the current number of directors. Eligible shareholders wishing to have such candidates included in the Union Pacific Proxy Statement for the Union Pacific 2026 annual meeting of shareholders should provide the information specified in the Union Pacific by-laws to the Secretary of Union Pacific in writing during the period beginning on October 26, 2025, and ending at the close of business (5:00 p.m., Central Time) on November 25, 2025, and should include the information and representations required by the proxy access provisions set forth in the Union Pacific by-laws.

Other proposals and nominations for Union Pacific's 2026 annual meeting: For any shareholder proposal not submitted under SEC Rule 14a-8, or any nomination of directors not submitted pursuant to Union Pacific's "proxy access" by-law, written notice in compliance with the Union Pacific by-laws must be received by Union Pacific's Corporate Secretary no earlier than January 8, 2026, and before the close of business (5:00 p.m., Central Time) no later than February 7, 2026, and must otherwise provide the information and comply with the procedures set forth in the Union Pacific by-laws. In addition to satisfying the requirements in the Union Pacific

by-laws, a shareholder who intends to solicit proxies in support of nominees submitted under the "advance notice" Union Pacific by-law for the Union Pacific 2026 Annual Meeting of Shareholders must also provide proper written notice that sets forth all information required by Rule 14a-19 under the Exchange Act to the Secretary of Union Pacific no later than the close of business (5:00 p.m., Central Time) on March 9, 2026 (or, if the Union Pacific 2026 annual meeting is called for a date that is more than thirty (30) days before or more than thirty (30) days after such anniversary date, then notice must be provided no later than sixty (60) calendar days prior to the date of the Union Pacific 2026 annual meeting or the 10th calendar day following the day on which public announcement of the date of the Union Pacific 2026 annual meeting is first made by the company).

Shareholders are also advised to review the Union Pacific by-laws, which contain additional requirements about advance notice of shareholder proposals and director nominations. A copy of the full text of the by-law provisions discussed above may be obtained from the Governance subsection of the Investors page of Union Pacific's website at *www.investor.unionpacific.com/governance/governance-overview*. The Union Pacific by-laws are also on file with the SEC and are available through its website at *www.sec.gov*.

Norfolk Southern

Under SEC Rule 14a-8, a shareholder who wishes to present a proposal for inclusion in the proxy statement for Norfolk Southern's 2026 Annual Meeting of Shareholders must submit the proposal in writing to Norfolk Southern's Corporate Secretary at *Corporate_Secretary@nscorp.com* or Norfolk Southern Corporation, 650 West Peachtree Street, NW, Atlanta, Georgia 30308, no later than November 28, 2025, and such proposal must also comply with the other applicable SEC requirements in respect thereof. SEC rules set standards for the types of shareholder proposals and the information that must be provided by the shareholder making the request.

A shareholder may also submit a proposal, including nomination of a director, to be considered at Norfolk Southern's 2026 Annual Meeting of Shareholders pursuant to the Norfolk Southern bylaws. Pursuant to proxy access provisions of the Norfolk Southern bylaws, a shareholder, or group of up to twenty (20) eligible shareholders, that has continuously owned for no less than three (3) years at least 3% of the outstanding shares of Norfolk Southern common stock, may nominate and include in Norfolk Southern's proxy materials up to the greater of two (2) directors or 20% of the number of directors currently serving on the Norfolk Southern board; provided that the shareholder(s) and nominee(s) satisfy the requirements specified in the Norfolk Southern bylaws. Eligible shareholders must submit such nominations between October 29, 2025 and November 28, 2025.

Under the Norfolk Southern bylaws, a shareholder may also submit a proposal, including nomination of a director, other than pursuant to Rule 14a-8 or the proxy access provisions of the Norfolk Southern bylaws, in which case, the proposal would not be required to be included in Norfolk Southern's proxy statement for Norfolk Southern's 2026 Annual Meeting of Shareholders and the proposal must be received by Norfolk Southern's Corporate Secretary not less than one hundred twenty (120) days nor more than one hundred fifty (150) days prior to the anniversary of the date that Norfolk Southern mailed its proxy statement in connection with Norfolk Southern's 2025 Annual Meeting of Shareholders. This notice must include the information required by the provisions of the Norfolk Southern bylaws. The deadline for delivery of a shareholder proposal pursuant to the Norfolk Southern bylaws in connection with Norfolk Southern's 2026 Annual Meeting of Shareholders would be between October 29, 2025 and November 28, 2025. Alternatively, if Norfolk Southern's 2026 Annual Meeting is held more than thirty (30) days before or more than sixty (60) days after the anniversary of Norfolk Southern's 2025 Annual Meeting of Shareholders, then the deadline for delivery of a shareholder proposal pursuant to the Norfolk Southern bylaws in connection with Norfolk Southern's 2026 Annual Meeting of Shareholders will instead be sixty (60) days prior to the date of the meeting.

Norfolk Southern has not set a date for Norfolk Southern's 2026 Annual Meeting of Shareholders.

HOUSEHOLDING OF JOINT PROXY STATEMENT/PROSPECTUS

The SEC has adopted rules that permit companies and intermediaries such as brokers to satisfy delivery requirements for proxy statements and notices with respect to two (2) or more shareholders sharing the same address by delivering a single proxy statement or notice, as applicable, addressed to those shareholders. As permitted by the Exchange Act, only one copy of this joint proxy statement/prospectus is being delivered to shareholders residing at the same address, unless shareholders have notified the company whose shares they hold of their desire to receive multiple copies of the joint proxy statement/prospectus. This process, which is commonly referred to as "householding," potentially provides extra convenience for shareholders and cost savings for companies. If, at any time, you no longer wish to participate in householding and would prefer to receive a separate joint proxy statement/prospectus, or if you are receiving multiple copies of this joint proxy statement/prospectus and wish to receive only one, please contact the company whose shares you hold at their address identified below. Each of Union Pacific and Norfolk Southern will promptly deliver, upon oral or written request, a separate copy of this joint proxy statement/prospectus to any shareholder residing at an address to which only one copy was mailed. Requests for additional copies should be directed to: Secretary, Union Pacific Corporation, 1400 Douglas Street, Omaha, NE 68179, or contact the Secretary of Union Pacific by telephone at (402) 544-5000, or to Corporate Secretary, Norfolk Southern Corporation, 650 West Peachtree Street, NW, Atlanta, GA 30308, or contact the Corporate Secretary of Norfolk Southern by telephone at (470) 463-0400.

WHERE YOU CAN FIND MORE INFORMATION

Union Pacific and Norfolk Southern file annual, quarterly, and current reports, proxy statements, and other information with the SEC. The SEC maintains an internet website that contains reports, proxy statements, and other information regarding issuers, including Union Pacific and Norfolk Southern, who file electronically with the SEC. The address of that site is *www.sec.gov*. The information contained on the SEC's website is expressly not incorporated by reference into this joint proxy statement/prospectus.

Union Pacific has filed with the SEC a registration statement on Form S-4 of which this joint proxy statement/prospectus forms a part. The registration statement registers the shares of Union Pacific common stock to be issued to Norfolk Southern shareholders in connection with the first merger. The registration statement, including the attached exhibits and annexes, contains additional relevant information about Union Pacific and Norfolk Southern, respectively. The rules and regulations of the SEC allow Union Pacific and Norfolk Southern to omit certain information included in the registration statement from this joint proxy statement/prospectus.

In addition, the SEC allows Union Pacific and Norfolk Southern to disclose important information to you by referring you to other documents filed separately with the SEC. This information is considered to be a part of this joint proxy statement/prospectus, except for any information that is superseded by information included directly in this joint proxy statement/prospectus or incorporated by reference subsequent to the date of this joint proxy statement/prospectus as described below.

This joint proxy statement/prospectus incorporates by reference the documents listed below that Union Pacific and Norfolk Southern have previously filed with the SEC.

Union Pacific

- Annual Report on Form 10-K for the fiscal year ended December 31, 2024, filed with the SEC on February 7, 2025;
- Quarterly Reports on Form 10-Q for the fiscal quarters ended March 31, 2025, and June 30, 2025, filed with the SEC on April 24, 2025, and July 24, 2025, respectively;
- Current Reports on Form 8-K (to the extent filed and not furnished), filed on January 23, 2025 (SEC Film No. 25547645), February 13, 2025 (SEC Film No. 25620497), February 18, 2025

(SEC Film No. 25632843), May 9, 2025 (SEC Film No. 25930666), May 9, 2025 (SEC Film No. 25931355), July 29, 2025 (SEC Film No. 251157532), July 29, 2025 (SEC Film No. 251163200), and September 10, 2025 (SEC Film No. 251305096);

- Definitive Proxy Statement on Schedule 14A, filed with the SEC on March 25, 2025; and
- The description of securities registered under Section 12 of the Exchange Act, which is contained in Exhibit 4(a) to Union Pacific's Annual Report on Form 10-K for the year ended December 31, 2019, and as amended by any amendment or report filed for purposes of updating that description.

Norfolk Southern

- Annual Report on Form 10-K for the fiscal year ended December 31, 2024, filed with the SEC on February 10, 2025;
- Quarterly Reports on Form 10-Q for the fiscal quarters ended March 31, 2025, and June 30, 2025, filed with the SEC on April 23, 2025, and July 29, 2025, respectively;
- Current Reports on Form 8-K (to the extent filed and not furnished), filed on January 27, 2025 (SEC Film No. 25560199), April 29, 2025 (SEC Film No. 25882724), May 2, 2025 (SEC Film No. 25908432), May 9, 2025 (SEC Film No. 25928540), June 3, 2025 (SEC Film No. 251017205), July 29, 2025 (SEC Film No. 251157536), and July 29, 2025 (SEC Film No. 251163142);
- Definitive Proxy Statement on Schedule 14A, filed with the SEC on March 28, 2025; and
- The description of securities registered under Section 12 of the Exchange Act, which is contained in Exhibit 4(hh) to Norfolk Southern's Annual Report on Form 10-K for the year ended December 31, 2019 and as amended by any amendment or report filed for purposes of updating that description.

To the extent that any information contained in any report on Form 8-K, or any exhibit thereto, was furnished to, rather than filed with, the SEC (for example, as called for by Items 2.02 and 7.01 of Form 8-K), such information or exhibit is specifically not incorporated by reference.

In addition, Union Pacific and Norfolk Southern incorporate by reference any future filings they make with the SEC under Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act after the date of this joint proxy statement/prospectus and until the date that the offering is terminated as well as after the date of this joint proxy statement/prospectus and until the date on which the Union Pacific special meeting is held and the Norfolk Southern special meeting is held (excluding any information and exhibits contained in current reports on Form 8-K to the extent disclosure is furnished and not filed). Those documents are considered to be a part of this joint proxy statement/prospectus, effective as of the date they are filed. In the event of conflicting information in these documents, the information in the latest filed document should be considered correct.

You can obtain any of the other documents listed above from the SEC, through the SEC's website at the address indicated above, or from Union Pacific or Norfolk Southern, as applicable, by requesting them in writing or by telephone from the appropriate company at the following addresses and telephone numbers:

By Mail:

Attention: Corporate Secretary
Union Pacific
1400 Douglas Street
Omaha, Nebraska 68179
Telephone: (402) 544-5000

By Mail:

Attention: Corporate Secretary
Norfolk Southern
650 West Peachtree Street, NW
Atlanta, Georgia 30308-1925
Telephone: (855) 667-3655

These documents are available from Union Pacific or Norfolk Southern, as the case may be, without charge, excluding any exhibits to them unless the exhibit is specifically listed as an exhibit to the registration statement of which this joint proxy statement/prospectus forms a part. You can also find information about Union Pacific and Norfolk Southern at their internet websites at *www.up.com* and *www.norfolksouthern.com*, respectively. Information contained on these websites is not incorporated by reference into, and does not constitute part of, this joint proxy statement/prospectus.

You may also obtain documents incorporated by reference into this document by requesting them in writing or by telephone from Sodali & Co, Union Pacific's proxy solicitor, or Innisfree M&A Incorporated, Norfolk Southern's proxy solicitor, at the following addresses and telephone numbers:

For Union Pacific Shareholders:
Sodali & Co
430 Park Avenue, 14th Floor
New York, NY 10022
Shareholders may call toll-free: +1 (800) 662-5200
Banks and Brokers may call collect: +1 (203) 658-9400

For Norfolk Southern Shareholders:
Innisfree M&A Incorporated
501 Madison Avenue, 20th Floor
New York, NY 10022
Shareholders may call toll free: +1 (877) 750-8198
Banks and Brokers may call collect: +1 (212) 750-5833

If you are a shareholder of Norfolk Southern or Union Pacific and would like to request documents, please do so by November 7, 2025 to receive them before your respective company's special meeting. If you request any documents from Union Pacific or Norfolk Southern, Union Pacific or Norfolk Southern, as applicable, will mail them to you by first class mail, or another equally prompt means, within one (1) business day after Union Pacific or Norfolk Southern, as the case may be, receives your request.

This joint proxy statement/prospectus is a prospectus of Union Pacific and is a joint proxy statement of Union Pacific and Norfolk Southern for the Union Pacific special meeting and the Norfolk Southern special meeting. Neither Union Pacific nor Norfolk Southern has authorized anyone to give any information or make any representation about the mergers or Union Pacific or Norfolk Southern that is different from, or in addition to, that contained in this joint proxy statement/prospectus or in any of the materials that Union Pacific or Norfolk Southern has incorporated by reference into this joint proxy statement/prospectus. Therefore, if anyone does give you information of this sort, you should not rely on it. The information contained in this joint proxy statement/prospectus speaks only as of the date of this joint proxy statement/prospectus unless the information specifically indicates that another date applies.

Annex A

Execution Version

AGREEMENT AND PLAN OF MERGER

by and among

UNION PACIFIC CORPORATION,
RUBY MERGER SUB 1 CORPORATION,
RUBY MERGER SUB 2 LLC

and

NORFOLK SOUTHERN CORPORATION

Dated as of July 28, 2025

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AGREEMENT AND PLAN OF MERGER, dated as of July 28, 2025 (this "Agreement"), by and among Union Pacific Corporation, a Utah corporation ("Parent"), Ruby Merger Sub 1 Corporation, a Virginia corporation and a direct wholly owned subsidiary of Parent ("Merger Sub 1"), Ruby Merger Sub 2 LLC, a Virginia limited liability company and a direct wholly owned subsidiary of Parent ("Merger Sub 2" and, together with Merger Sub 1, "Merger Subs"), and Norfolk Southern Corporation, a Virginia corporation (the "Company").

W I T N E S S E T H:

WHEREAS, Parent desires to acquire the Company on the terms and subject to the conditions set forth in this Agreement;

WHEREAS, in furtherance of such acquisition, and on the terms and subject to the conditions set forth in this Agreement and in accordance with the Virginia Stock Corporation Act, as amended (the "VSCA") and the Virginia Limited Liability Company Act, as amended (the "VLLCA"), as applicable, (a) Merger Sub 1 shall be merged with and into the Company (the "First Merger"), with the Company surviving the First Merger as a direct wholly owned Subsidiary of Parent, and (b) immediately following the First Merger, the Company shall be merged with and into Merger Sub 2 (the "Second Merger" and, together with the First Merger, the "Mergers"), with Merger Sub 2 surviving the Second Merger as a direct, wholly owned subsidiary of Parent;

WHEREAS, the board of directors of the Company (the "Company Board") has unanimously (a) determined that it is in the best interests of the Company and its shareholders, and declared it advisable, to enter into this Agreement, (b) approved the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, including the Mergers, (c) adopted this Agreement, and (d) resolved to recommend that the shareholders of the Company approve this Agreement and directed that such matter be submitted for consideration of the shareholders of the Company at the Company Shareholder Meeting;

WHEREAS, the board of directors of Parent (the "Parent Board") has unanimously (a) determined that it is in the best interests of Parent and its shareholders for Parent to enter into this Agreement, (b) approved and declared advisable the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, including the Mergers, and (c) resolved to recommend that the shareholders of Parent approve the issuance of Parent Common Stock in connection with the First Merger (the "Parent Share Issuance") and directed that such matter be submitted for consideration of the shareholders of Parent at the Parent Shareholder Meeting;

WHEREAS, the board of directors of Merger Sub 1 has unanimously (a) determined that it is in the best interests of Merger Sub 1 and its sole shareholder, and declared it advisable, to enter into this Agreement, (b) approved the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, including the Mergers, (c) adopted this Agreement, and (d) resolved to recommend that the sole shareholder of Merger Sub 1 approve this Agreement and directed that such matter be submitted for consideration of the sole shareholder of Merger Sub 1;

WHEREAS, Parent, in its capacity as the sole member of Merger Sub 2, has unanimously (a) determined that it is in the best interests of Merger Sub 2 and its sole member, and declared it advisable, to enter into this Agreement, (b) approved the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, including the Mergers, and (c) adopted this Agreement;

WHEREAS, for U.S. federal income tax purposes, it is intended that (a) the Mergers, taken together, shall qualify as a "reorganization" within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code") (the "Intended Tax Treatment") and (b) this Agreement be, and is hereby adopted as, a "plan of reorganization" for purposes of Sections 354, 361 and 368 of the Code and the Treasury Regulations promulgated thereunder; and

WHEREAS, Parent, Merger Subs and the Company desire to make certain representations, warranties, covenants and agreements specified herein in connection with this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements contained herein, and intending to be legally bound hereby, Parent, Merger Subs and the Company agree as follows:

ARTICLE 1

THE MERGERS

Section 1.1 The Mergers. On the terms and subject to the conditions set forth in this Agreement:

(a) at the First Effective Time and in accordance with the VSCA, Merger Sub 1 shall merge with and into the Company, the separate corporate existence of Merger Sub 1 shall cease and the Company shall continue its corporate existence under Virginia law as the surviving corporation in the First Merger (the "First Surviving Corporation") and a direct wholly owned Subsidiary of Parent; and

(b) immediately following the First Merger, at the Second Effective Time, and in accordance with the VLLCA, the First Surviving Corporation shall merge with and into Merger Sub 2, the separate corporate existence of the First Surviving Corporation shall cease and Merger Sub 2 shall continue its corporate existence under Virginia law as the surviving company in the Second Merger (the "Second Surviving Company") and a direct wholly owned Subsidiary of Parent.

Section 1.2 Closing. The closing of the Mergers (the "Closing") shall take place (a) at the offices of Skadden, Arps, Slate, Meagher & Flom LLP, One Manhattan West, New York, New York 10001, or by electronic exchange of documents, at 8:30 a.m., New York City time, on the third (3rd) Business Day after the satisfaction or waiver (to the extent permitted by applicable Law) of the conditions set forth in Article 6 (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions) or (b) at such other place, time and date as the Company and Parent may agree in writing. The date on which the Closing actually occurs is referred to as the "Closing Date."

Section 1.3 Effective Times.

(a) Subject to the provisions of this Agreement, as soon as practicable on the Closing Date, the parties shall cause the articles of merger in connection with the First Merger, including this Agreement attached as an exhibit thereto (the "First Articles of Merger") to be executed, acknowledged and filed with the State Corporation Commission of the Commonwealth of Virginia (the "SCC") in accordance with the applicable provisions of the VSCA. The First Merger shall become effective at such time as the SCC issues its certificate of merger with respect to the First Articles of Merger (the "First Certificate of Merger"), or at such later time as may be agreed by the Company and Parent in writing and specified in the First Articles of Merger in accordance with the VSCA (the effective time of the First Merger being herein referred to as the "First Effective Time").

(b) Subject to the provisions of this Agreement, as soon as practicable after the First Effective Time, the parties shall cause the articles of merger in connection with the Second Merger, including this Agreement attached as an exhibit thereto (the "Second Articles of Merger") to be executed, acknowledged and filed with the SCC in accordance with the applicable provisions of the VSCA and the VLLCA. The Second Merger shall become effective at such time as the SCC issues its certificate of merger with respect to the Second Articles of Merger (the "Second Certificate of Merger"), or at such later time as may be agreed by the Company and Parent in writing and specified in the Second Articles of Merger in accordance with the VSCA and the VLLCA (the effective time of the Second Merger being herein referred to as the "Second Effective Time").

Section 1.4 Effects of the Mergers. The Mergers shall have the effects set forth in this Agreement and the applicable provisions of the VSCA and the VLLCA.

Section 1.5 Organizational Documents of the First Surviving Corporation and the Second Surviving Company. Subject to Section 5.11:

(a) at the First Effective Time: (i) the articles of incorporation of Merger Sub 1 as in effect immediately prior to the First Effective Time (amended so that the name of the First Surviving Corporation shall be "Norfolk Southern Corporation") shall be the articles of incorporation of the First Surviving Corporation until thereafter amended in accordance with the VSCA and such articles of incorporation and (ii) the bylaws of Merger Sub 1 as in effect immediately prior to the First Effective Time (amended so that the name of the First Surviving Corporation shall be "Norfolk Southern Corporation") shall be the bylaws of the First Surviving Corporation until thereafter amended in accordance with the VSCA and such bylaws; and

(b) at the Second Effective Time: (i) the articles of organization of Merger Sub 2 as in effect immediately prior to the Second Effective Time (amended so that the name of the Second Surviving Company shall be "Norfolk Southern LLC"), shall be the articles of organization of the Second Surviving Company until thereafter amended in accordance with the VLLCA and such articles of organization, and (ii) the limited liability company agreement of Merger Sub 2 as in effect immediately prior to the Second Effective Time (amended so that the name of the Second Surviving Company shall be "Norfolk Southern LLC") shall be the limited liability company agreement of the Second Surviving Company.

Section 1.6 Directors and Officers of the First Surviving Corporation. (a) The directors of Merger Sub 1 as of immediately prior to the First Effective Time shall be the initial directors of the First Surviving Corporation as of the First Effective Time and shall hold office until their respective successors are duly elected and qualified, or their earlier death, resignation or removal and (b) the officers of Merger Sub 1 as of immediately prior to the First Effective Time shall be the initial officers of the First Surviving Corporation as of the First Effective Time and shall hold office until their respective successors are duly elected and qualified, or their earlier death, resignation or removal.

Section 1.7 Directors and Officers of the Second Surviving Company. (a) The directors of the First Surviving Corporation as of immediately prior to the Second Effective Time shall be the initial directors of the Second Surviving Company as of the Second Effective Time and shall hold office until their respective successors are duly elected and qualified, or their earlier death, resignation or removal and (b) the officers of the First Surviving Corporation as of immediately prior to the Second Effective Time shall be the initial officers of the Second Surviving Company as of the Second Effective Time and shall hold office until their respective successors are duly elected and qualified, or their earlier death, resignation or removal.

Section 1.8 Parent Board Composition. The parties shall take all actions necessary to designate and appoint three of the directors of the Company Board as of immediately prior to the First Effective Time to serve as directors on the Parent Board effective as of the First Effective Time (the "Company Designees"), in each case until such director's successor is elected and qualified or such director's earlier death, resignation or removal, in each case in accordance with Parent's Organizational Documents. The Company Designees shall be determined by the Parent Board, except that the Company Designees shall include the current Chief Executive Officer of the Company and the current Chair of the Company Board, in each case, so long as each is qualified, and willing and suitable to serve as a director under all applicable corporate governance policies and guidelines as reviewed and determined reasonably and in good faith by the Corporate Governance, Nominating and Sustainability Committee of Parent Board.

ARTICLE 2

CONVERSION OF SHARES; EXCHANGE OF CERTIFICATES

Section 2.1 Effect of the Mergers on Capital Stock.

(a) At the First Effective Time, by virtue of the First Merger and without any action on the part of the Company, Merger Sub 1 or the holders of any securities of the Company or Merger Sub 1:

(i) Conversion of Company Common Stock. Each share of Company Common Stock that is outstanding immediately prior to the First Effective Time, but excluding Canceled Shares and Converted Shares, shall be converted automatically into the right to receive (A) a number of shares of Parent Common Stock equal to the Exchange Ratio (the "Share Consideration"), subject to Section 2.1(e) with respect to fractional shares of Parent Common Stock, and (B) $88.82 in cash, without interest (the "Cash Consideration" and, together with the Share Consideration, the "Merger Consideration").

All shares of Company Common Stock that have been converted into the right to receive the Merger Consideration as provided in this Section 2.1(a)(i) shall be automatically canceled and cease to exist on the conversion thereof, and uncertificated shares of Company Common Stock represented by book-entry form ("Book-Entry Shares") and each certificate that, immediately prior to the First Effective Time, represented any such shares of Company Common Stock (each, a "Certificate") shall thereafter represent only the right to receive the Merger Consideration (including the right to receive, pursuant to Section 2.1(e), the Fractional Share Cash Amount) into which the shares of Company Common Stock represented by such Book-Entry Share or Certificate have been converted pursuant to this Section 2.1(a)(i).

(ii) Certain Company Common Stock. Each share of Company Common Stock that is directly owned by the Company, Parent or either Merger Sub immediately prior to the First Effective Time, other than shares held on behalf of third parties, shall be canceled and shall cease to exist, and no consideration shall be delivered in exchange therefor (such shares, the "Canceled Shares"). Each share of Company Common Stock that is owned by any direct or indirect wholly owned Subsidiary of the Company (such shares, the "Converted Shares") shall be converted into the right to receive a number of shares of Parent Common Stock equal to (A) the Cash Consideration *divided by* the Parent Share Price *plus* (B) the Exchange Ratio. All shares of Company Common Stock that have been converted into the right to receive Parent Common Stock as provided in this Section 2.1(a)(ii) shall be automatically canceled and cease to exist as on the conversion thereof.

(iii) Conversion of Merger Sub 1 Common Stock. Each share of common stock, no par value, of Merger Sub 1 outstanding immediately prior to the First Effective Time shall be converted into and become one validly issued, fully paid and nonassessable share of common stock, no par value, of the First Surviving Corporation with the same rights, powers and privileges as the shares so converted and shall constitute the only outstanding shares of capital stock of the First Surviving Corporation. From and after the First Effective Time, all certificates representing the common stock of Merger Sub 1 shall be deemed for all purposes to represent the number of shares of common stock of the First Surviving Corporation into which they were converted in accordance with the immediately preceding sentence.

(b) At the Second Effective Time, by virtue of the Second Merger and without any action on the part of the Second Surviving Company, Merger Sub 2 or the holders of any securities of the Second Surviving Company or Merger Sub 2, (i) all of the membership interests of Merger Sub 2 issued and outstanding immediately prior to the Second Effective Time shall remain outstanding, all of which shall be held by Parent and which shall not be affected by the Second Merger and (ii) each share of common stock of the First Surviving Corporation issued and outstanding immediately prior to the Second Effective Time shall be canceled and shall cease to exist, and no consideration shall be paid with respect thereto, such that, immediately following the Second Merger, the Second Surviving Company shall be a direct wholly owned Subsidiary of Parent.

(c) Dissenters' Rights. In accordance with applicable provisions of the VSCA and the VLLCA, no dissenters' or appraisal rights shall be available with respect to the Mergers.

(d) Certain Adjustments. If, between the date of this Agreement and the First Effective Time, the outstanding shares of Company Common Stock or the outstanding shares of Parent Common Stock shall have been changed into a different number of shares or a different class of shares by reason of any stock dividend, subdivision, reorganization, reclassification, recapitalization, stock split, reverse stock split, combination or exchange of shares, the Merger Consideration shall be equitably adjusted, without duplication, to proportionally reflect such change.

(e) No Fractional Shares.

(i) No fractional shares of Parent Common Stock shall be issued in connection with the First Merger and no certificates or scrip representing fractional shares of Parent Common Stock shall be delivered on the conversion of shares of Company Common Stock pursuant to Section 2.1(a)(i). Each holder of shares of Company Common Stock who would otherwise have been entitled to receive as a result of the First Merger a fraction of a share of Parent Common Stock (after aggregating all shares represented by the Certificates and Book-Entry Shares delivered by such holder) shall receive, in lieu of such fractional share of Parent Common Stock, cash (without interest) in an amount (rounded down to the nearest cent) representing such holder's proportionate interest in the net proceeds from the sale by the Exchange Agent, on behalf of all such holders, of the aggregated number of fractional shares of Parent Common Stock that would otherwise have been issuable to such holders as part of the Merger Consideration (the "Fractional Share Cash Amount").

(ii) As soon as practicable after the First Effective Time, the Exchange Agent shall, on behalf of all such holders of fractional shares of Parent Common Stock, effect the sale of all such shares of Parent Common Stock that would otherwise have been issuable as part of the Merger Consideration at the then-prevailing prices on the NYSE through one or more member firms of the NYSE. After the proceeds of such sale have been received, the Exchange Agent shall determine the applicable Fractional Share Cash Amount payable to each applicable holder and shall make such amounts available to such holders in accordance with Section 2.2(b). The payment of cash in lieu of fractional shares of Parent Common Stock to such holders is not separately bargained-for consideration and solely represents a mechanical rounding-off of the fractions in the exchange.

(iii) No such holder shall be entitled to dividends, voting rights or any other rights in respect of any fractional shares of Parent Common Stock that would otherwise have been issuable as part of the Merger Consideration.

Section 2.2 Exchange of Certificates.

(a) Exchange Agent. Prior to the First Effective Time, Parent and Merger Sub 1 shall designate Computershare Investor Services Inc. or a bank or trust company or similar institution selected by Parent to serve as exchange agent hereunder and approved in advance by the Company in writing (which approval shall not be unreasonably withheld, conditioned or delayed) (the "Exchange Agent"). Prior to the First Effective Time, Parent shall, on behalf of Merger Sub 1, deposit or shall cause to be deposited, with the Exchange Agent, in trust for the benefit of holders of shares of Company Common Stock, (i) cash in U.S. dollars sufficient to pay the aggregate Cash Consideration payable pursuant to Section 2.1(a)(i) and (ii) evidence of shares of Parent Common Stock in book-entry form representing the number of shares of Parent Common Stock sufficient to deliver the aggregate Share Consideration deliverable pursuant to Section 2.1(a)(i). Parent agrees to deposit, or cause to be deposited, with the Exchange Agent from time to time, as needed, cash sufficient to pay any dividends and other distributions pursuant to Section 2.2(c). Any such cash and book-entry shares deposited with the Exchange Agent shall be referred to as the "Exchange Fund."

(b) Payment Procedures.

(i) As soon as reasonably practicable after the First Effective Time and in any event not later than the third (3rd) Business Day following the Closing Date, Parent shall cause the Exchange Agent to mail to each holder of record of shares of Company Common Stock whose shares were converted into the right to receive the Merger Consideration, pursuant to Section 2.1, (A) a letter of transmittal with respect to Book-Entry Shares (to the extent applicable) and Certificates (which shall specify that delivery shall be effected, and risk of loss and title to Certificates shall pass, only on delivery of Certificates (or effective affidavits of loss in lieu thereof) to the Exchange Agent and shall be in such form and have such other provisions as Parent and the Company may mutually reasonably agree), and (B) instructions for use in effecting the surrender of Book-Entry Shares (to the extent applicable) or Certificates (or effective affidavits of loss in lieu thereof) in exchange for the Merger Consideration.

(ii) On surrender of Certificates (or effective affidavits of loss in lieu thereof) or Book-Entry Shares to the Exchange Agent, together with such letter of transmittal, duly completed and validly executed in accordance with the instructions thereto, or, in the case of Book-Entry Shares, receipt of an "agent's message" by the Exchange Agent, and such other documents as may customarily be required by the Exchange Agent, the holder of such Certificates (or effective affidavits of loss in lieu thereof) or Book-Entry Shares shall be entitled to receive in exchange therefor, and the Exchange Agent shall be required to promptly deliver to each such holder, the Merger Consideration into which the shares represented by such Certificates or Book-Entry Shares have been converted pursuant to this Article 2 (together with any Fractional Share Cash Amount and any dividends or other distributions payable pursuant to Section 2.2(c)). No interest shall be paid or accrued on any amount payable on due surrender of Certificates (or effective affidavits of loss in lieu thereof) or Book-Entry Shares. If payment of the Merger Consideration is to be made to a Person other than the Person in whose name the surrendered Certificate is registered, it shall be a condition precedent of payment that (A) the Certificate so surrendered shall be properly endorsed or shall be otherwise in proper form for transfer and (B) the Person requesting such payment shall have paid any transfer and other similar Taxes required by reason of the payment of the Merger Consideration to a Person other than the registered holder of the Certificate surrendered or shall have established that such Tax either has been paid or is not required to be paid.

(iii) The Exchange Agent, the Company, Parent and each Merger Sub, as applicable, shall be entitled to deduct and withhold from any amounts otherwise payable to any Person under this Agreement such amounts as are required to be deducted and withheld related to the making of such payment under applicable Law related to Taxes. To the extent that amounts are so deducted or withheld under this Section 2.2(b)(iii) and timely paid over to the relevant Governmental Entity, such deducted or withheld amounts shall be treated for purposes of this Agreement as having been paid to the Person in respect of which such deduction or withholding was made.

(c) Treatment of Unexchanged Shares. No dividends or other distributions, if any, with a record date after the First Effective Time with respect to shares of Parent Common Stock shall be paid to the holder of any unsurrendered shares of Company Common Stock to be converted into shares of Parent Common Stock pursuant to Section 2.1(a)(i) until such holder shall surrender such shares of Company Common Stock in accordance with this Section 2.2. After the surrender in accordance with this Section 2.2 of a share of Company Common Stock to be converted into shares of Parent Common Stock pursuant to Section 2.1(a)(i), the holder thereof shall be entitled to receive (in addition to the Merger Consideration and the Fractional Share Cash Amount payable to such holder pursuant to this Article 2) any such dividends or other distributions, without any interest thereon, which theretofore had become payable with respect to the shares of Parent Common Stock represented by such share of Company Common Stock, less such withholding or deduction for any Taxes required by applicable Law.

(d) Closing of Transfer Books. At the First Effective Time, the stock transfer books of the Company shall be closed, and there shall be no further registration of transfers on the stock transfer books of the First Surviving Corporation of the shares of Company Common Stock that were outstanding immediately prior to the

First Effective Time. If, after the First Effective Time, Certificates or Book-Entry Shares are presented to the Second Surviving Company, Parent or the Exchange Agent for transfer or any other reason, the holder of any such Certificates or Book- Entry Shares shall be given a copy of the letter of transmittal referred to in Section 2.2(b) and instructed to comply with the instructions in that letter of transmittal in order to receive the consideration to which such holder is entitled pursuant to this Article 2.

(e) Termination of Exchange Fund. Any portion of the Exchange Fund (including the proceeds of any investments thereof) that remains undistributed to the former holders of shares of Company Common Stock on the first anniversary of the First Effective Time shall thereafter be delivered, at the direction of the Second Surviving Company, to Parent on demand, and any former holders of shares of Company Common Stock who have not surrendered their shares in accordance with this Article 2 shall thereafter look only to Parent for payment of their claim for the Merger Consideration (together with the Fractional Share Cash Amount and any dividends or other distributions payable pursuant to Section 2.2(c)) without any interest thereon, on due surrender of their shares.

(f) No Liability. Anything herein to the contrary notwithstanding, none of the Company, Parent, either Merger Sub, the First Surviving Corporation, the Second Surviving Company, the Exchange Agent or any other Person shall be liable to any former holder of shares of Company Common Stock for any amount properly delivered to a public official pursuant to any applicable abandoned property, escheat or similar Law. Any portion of the Exchange Fund that remains undistributed to the holders of Company Common Stock as of immediately prior to the date on which the Exchange Fund would otherwise escheat to, or become property of, any Governmental Entity shall cease to represent any claim of any kind or nature and shall be deemed to be surrendered for cancellation to Parent.

(g) Investment of Exchange Fund. The Exchange Agent shall invest all cash included in the Exchange Fund as reasonably directed by Parent; provided, that any investment of such cash shall be limited to direct short-term obligations of, or short-term obligations fully guaranteed as to principal and interest by, the U.S. government; provided, further, that no such investment or loss thereon shall affect the amounts payable to holders of Certificates (or effective affidavits of loss in lieu thereof) or Book-Entry Shares pursuant to this Article 2, and following any losses from any such investment, Parent shall promptly provide, on behalf of the Second Surviving Company, additional funds to the Exchange Agent for the benefit of the holders of shares of Company Common Stock. Any interest and other income resulting from such investments shall be paid to or at the direction of Parent pursuant to Section 2.2(e).

(h) Lost Certificates. In the case of any Certificate that has been lost, stolen or destroyed, on the making of an affidavit of that fact by the Person claiming such Certificate to be lost, stolen or destroyed and, if required by the Exchange Agent, the posting by such Person of a bond in customary amount as indemnity against any claim that may be made against it with respect to such Certificate, the Exchange Agent shall issue in exchange for such lost, stolen or destroyed Certificate the Merger Consideration (together with the Fractional Share Cash Amount and any dividends or other distributions deliverable pursuant to Section 2.2(c)) payable in accordance with Section 2.1 with respect to the shares of Company Common Stock represented by such lost, stolen or destroyed Certificate.

Section 2.3 Treatment of Company Equity Awards.

(a) Company Options. Each compensatory option to purchase shares of Company Common Stock (each, a "Company Option") that is outstanding immediately prior to the First Effective Time shall, as of the First Effective Time, automatically and without any action on the part of the holder thereof, be assumed and converted into (or canceled and replaced by) a Parent Option (A) with respect to a number of shares of Parent Common Stock equal to the product of (x) the number of shares of Company Common Stock subject to the corresponding Company Option immediately prior to the First Effective Time *multiplied by* (y) the Equity Award Exchange Ratio (rounded down to the nearest whole number of shares), and (B) with a per share exercise price that is equal

to the quotient of (x) the exercise price per share of Company Common Stock of the corresponding Company Option immediately prior to the First Effective Time *divided by* (y) the Equity Award Exchange Ratio (rounded up to the nearest cent), with the same terms and conditions that applied to the corresponding Company Option immediately prior to the First Effective Time (including, without limitation, payment of quarterly dividend equivalents).

(b) Company RSUs. Each award of restricted stock units relating to Company Common Stock (each, a "Company RSU") that is outstanding as of immediately prior to the First Effective Time shall, as of the First Effective Time, automatically and without any action on the part of the holder thereof:

(i) if such Company RSU is or becomes vested at the First Effective Time pursuant to its terms as in effect as of the date hereof, be canceled and converted into the right to receive an amount in cash (without interest) equal to the Merger Consideration Value *multiplied by* the total number of shares of Company Common Stock subject to such Company RSU immediately prior to the First Effective Time (the "Cash-Out RSU Consideration"); or

(ii) if such Company RSU is not covered by Section 2.3(b)(i), be assumed and converted into (or canceled and replaced by) a Parent Stock Unit, relating to a number of shares of Parent Common Stock equal to the product, rounded to the nearest whole number of shares, of (A) the number of shares of Company Common Stock subject to such Company RSU immediately prior to the First Effective Time, and (B) the Equity Award Exchange Ratio, with the same terms and conditions that applied to such Company RSU immediately prior to the First Effective Time (including, without limitation, payment of quarterly dividend equivalents).

(c) Company PSUs. Each performance share unit relating to shares of Company Common Stock (each, a "Company PSU") that is outstanding as of immediately prior to the First Effective Time shall, as of the First Effective Time, automatically and without any action on the part of the holder thereof, be assumed and converted into (or canceled and replaced by) a Parent Stock Unit, relating to a number of shares of Parent Common Stock equal to the product, rounded to the nearest whole number of shares, of (A) the number of shares of Company Common Stock subject to such Company PSU immediately prior to the First Effective Time (with such number of shares of Company Common Stock determined based upon the greater of (i) the target level of performance and (ii) the actual level of performance calculated as of the latest practicable date prior to the First Effective Time as determined reasonably and in good faith by the Compensation and Talent Management Committee of the Company Board), and (B) the Equity Award Exchange Ratio, with the same terms and conditions (including service-based vesting but excluding performance-based vesting conditions) that applied to such Company PSU immediately prior to the First Effective Time.

(d) Company Phantom Stock Units. Each cash-settled stock unit credited to a non-employee director of the Company under the Company Directors' Deferred Fee Plan that is denominated in and tracks the value of shares of Company Common Stock (each, a "Company Phantom Stock Unit") that is outstanding as of immediately prior to the First Effective Time shall, at the First Effective Time, automatically and without any action on the part of the holder thereof, be canceled and converted into the right to receive an amount in cash (without interest) equal to the Merger Consideration Value *multiplied by* the total number of shares of Company Common Stock relating to such Company Phantom Stock Unit immediately prior to the First Effective Time (the "Cash-Out Phantom Stock Unit Consideration").

(e) Prior to the First Effective Time, the Company, through the Company Board or an appropriate committee thereof, shall adopt such resolutions as may reasonably be required in its discretion to effectuate the actions contemplated by this Section 2.3.

(f) Parent shall or shall cause the Second Surviving Company or one of its Subsidiaries, as applicable, to deliver the Cash-Out RSU Consideration to the holders of Company RSUs pursuant to Section 2.3(b)(i), less such amounts as are required to be withheld or deducted under the Code or any provision of state, local or non-U.S. Tax Law with respect to the making of such payment, and the Cash-Out Phantom Stock Unit Consideration

to holders of Company Phantom Stock Units pursuant to Section 2.3(d), in each case, promptly but no later than ten (10) Business Days after the First Effective Time; provided that, notwithstanding anything to the contrary contained in this Agreement, any payment pursuant to Section 2.3(b)(i) or Section 2.3(d) in respect of any such Company RSU or Company Phantom Stock Unit, respectively, that constitutes "deferred compensation" subject to Section 409A of the Code shall be made on the earliest possible date that such payment would not trigger a tax or penalty under Section 409A of the Code.

(g) As soon as reasonably practicable following the First Effective Time (but in no event more than five (5) Business Days following the First Effective Time), Parent shall file a registration statement on Form S-8 (or any successor form) with respect to the issuance of shares of Parent Common Stock subject to Parent Options and Parent Stock Units pursuant to this Section 2.3 (collectively, "Converted Parent Awards") that are eligible to be registered on Form S-8 and shall maintain the effectiveness of such registration statement or registration statements (and maintain the current status of the prospectus or prospectuses contained therein) for so long as the Converted Parent Awards remain outstanding; provided, however, that in the event that the filing deadline contemplated by this Section 2.3(g) shall occur while trading of Parent Common Stock has been suspended under Parent's then-effective registration statements, then Parent shall only be required to cause the filing of the Form S-8 (or any successor form) as soon as reasonably practicable after trading has been restored.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Except as disclosed in the Company SEC Documents furnished or filed prior to the date of this Agreement (including any documents incorporated by reference therein and excluding any disclosures set forth in any "risk factors" section or in any "forward-looking statements" section to the extent they are forward-looking statements or cautionary, predictive or forward-looking in nature) or in the disclosure schedules delivered by the Company to Parent concurrently with the execution of this Agreement (the "Company Disclosure Schedules") (it being agreed that disclosure of any item in any section or subsection of the Company Disclosure Schedules shall be deemed disclosed with respect to any other section or subsection of this Agreement and the Company Disclosure Schedules to the extent that the relevance thereof is reasonably apparent on its face), the Company represents and warrants to Parent and each Merger Sub as follows:

Section 3.1 Qualification, Organization, Subsidiaries.

(a) The Company is a corporation duly incorporated, validly existing and in good standing under the laws of the state of Virginia. Except as would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, each of the Company's Subsidiaries is a legal entity duly organized, validly existing and (where such concept is recognized) in good standing under the Laws of its respective jurisdiction of incorporation or organization, as applicable. Each of the Company and its Subsidiaries has all requisite corporate or similar power and authority to own, lease and operate its properties and assets and to carry on its business as presently conducted and is qualified to do business and is in good standing as a foreign corporation in each jurisdiction where the ownership, leasing or operation of its assets or properties or conduct of its business requires such qualification, except, in each case, as would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect. The Company has made available to Parent true, complete and correct copies of the Organizational Documents of the Company and each of its Significant Subsidiaries, as amended prior to the date of this Agreement, and each as made available to Parent is in full force and effect.

(b) All of the outstanding shares of capital stock or voting securities of, or other equity interests in, each of the Company's Subsidiaries have been validly issued and are owned by the Company, by another Subsidiary of the Company or by the Company and another Subsidiary of the Company, free and clear of all Liens other than restrictions imposed by applicable securities Laws or the Organizational Documents of any such Subsidiary or any Permitted Liens.

Section 3.2 Capitalization.

(a) The authorized share capital of the Company consists of 1,350,000,000 shares of Company Common Stock and 25,000,000 shares of preferred stock, without par value, of the Company (the "Company Preferred Stock"). As of July 24, 2025, there were (i) 224,354,307 shares of Company Common Stock issued and outstanding (not including the Subsidiary Treasury Stock), (ii) 20,320,777 shares of Subsidiary Treasury Stock, (iii) no shares of Company Preferred Stock issued and outstanding, (iv) Company Options to purchase an aggregate of 371,302 shares of Company Common Stock issued and outstanding, (v) 118,586 shares of Company Common Stock underlying outstanding Company PSUs if performance conditions are satisfied at the target level, (vi) 557,502 shares of Company Common Stock underlying outstanding Company RSUs, and (vii) 6,041,340 shares of Company Common Stock reserved for issuance of new awards under the Company Share Plans. All outstanding shares of Company Common Stock are, and all such shares that may be issued prior to the First Effective Time will be, when issued, duly authorized and validly issued as fully paid and nonassessable, and are not subject to and were not issued in violation of any preemptive or similar right, purchase option, call or right of first refusal or similar right. To the Knowledge of the Company, as of the date hereof, no Person is the beneficial owner of ten percent (10%) or more of the issued shares of the Company Common Stock.

(b) Except as set forth in Section 3.2(a) or as required by the terms of the Company Benefit Plans, as of the date of this Agreement, (i) the Company does not have any shares of its capital stock issued or outstanding, other than shares of Company Common Stock that have become outstanding after July 24, 2025, which were reserved for issuance as of July 24, 2025 as set forth in Section 3.2(a), and (ii) there are no outstanding subscriptions, options, warrants, calls, convertible securities or other similar rights, agreements or commitments relating to the issuance of capital stock of the Company or any of the Company's Subsidiaries to which the Company or any of the Company's Subsidiaries is a party obligating the Company or any of the Company's Subsidiaries to (A) issue, transfer or sell any shares of capital stock of the Company or any of the Company's Subsidiaries or securities convertible into, exercisable for or exchangeable for such shares, (B) grant, extend or enter into any such subscription, option, warrant, call, convertible securities or other similar right, agreement or arrangement, or (C) redeem or otherwise acquire any such shares of capital stock.

(c) Neither the Company nor any of its Subsidiaries has outstanding bonds, debentures, notes or other similar obligations, the holders of which have the right to vote (or which are convertible into, exercisable for or exchangeable for securities having the right to vote) with the shareholders of the Company on any matter. No Subsidiary of the Company owns any capital stock of the Company. Except for its interests (i) in its Subsidiaries and (ii) in any Person in connection with any joint venture, partnership or other similar arrangement with a third party, the Company does not own, directly or indirectly, any capital stock of, or other equity interests in any Person.

(d) There are no voting trusts or other agreements or understandings to which the Company or any of its Subsidiaries is a party with respect to the voting of shares of the Company Common Stock or other capital stock of the Company or any of its Subsidiaries.

(e) Section 3.2(e) of the Company Disclosure Schedules lists each Subsidiary of the Company, its jurisdiction of organization and the percentage of its equity interests directly or indirectly held by the Company.

Section 3.3 Corporate Authority Relative to This Agreement; Consents and Approvals; No Violation.

(a) The Company has the requisite corporate power and authority to enter into this Agreement and, subject to receipt of the Company Shareholder Approval, to perform its obligations hereunder and to consummate the transactions contemplated hereby. Except for the Company Shareholder Approval and the filing of the First Articles of Merger and the Second Articles of Merger with the SCC, no other proceedings on the part of the Company are necessary to authorize the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by

the Company and, assuming this Agreement constitutes the valid and binding agreement of Parent and each Merger Sub, constitutes the valid and binding agreement of the Company, enforceable against the Company in accordance with its terms, except that (i) such enforcement may be subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar Laws, now or hereafter in effect, relating to creditors' rights generally and (ii) equitable remedies of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought (collectively, the "Enforceability Exceptions").

(b) The Company Board at a duly called and held meeting has unanimously (i) determined that it is in the best interests of the Company and its shareholders, and declared it advisable, to enter into this Agreement, (ii) approved the execution, delivery and performance of this Agreement and the consummation of the Mergers and the other transactions contemplated hereby, (iii) adopted this Agreement and (iv) resolved to recommend that the shareholders of the Company approve this Agreement (the "Company Recommendation") and directed that such matter be submitted for consideration of the shareholders of the Company at the Company Shareholder Meeting.

(c) The execution, delivery and performance by the Company of this Agreement and the consummation of the Mergers and the other transactions contemplated hereby by the Company do not and will not require the Company or any of its Subsidiaries to procure, make or provide prior to the Closing Date any consent, approval, authorization or permit of, action by, filing with or notification to any United States or foreign, supranational, state, provincial, territorial or local governmental or regulatory agency, commission, court, body, entity or authority (each, a "Governmental Entity"), other than (i) the filing of the First Articles of Merger and the Second Articles of Merger with the SCC, and the issuance of the First Certificate of Merger and the Second Certificate of Merger by the SCC, (ii) the STB Approval, (iii) authorizations from, or such other actions as are required to be made with or obtained from, the Federal Communications Commission or any successor agency (the "FCC"), (iv) compliance with any applicable requirements of any applicable Antitrust Laws, (v) authorizations from, or such other actions as are required to be made with or obtained from the CNA or its predecessor agencies or any successor agency (the "CNA Approval"), (vi) compliance with the applicable requirements of the Securities Act and the Exchange Act, including the filing with the SEC of the Registration Statement (including the Proxy Statement/Prospectus), (vii) compliance with the rules and regulations of the NYSE, (viii) compliance with any applicable foreign or state securities or blue sky laws and (ix) the other consents and/or notices set forth on Section 3.3(c) of the Company Disclosure Schedules (clauses (i) through (ix), collectively, the "Company Approvals"), and other than any consent, approval, authorization, permit, action, filing or notification the failure of which to make or obtain would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect.

(d) Assuming compliance with the matters referenced in Section 3.3(c) and receipt of the Company Approvals and the Company Shareholder Approval, the execution, delivery and performance by the Company of this Agreement and the consummation by the Company of the Mergers and the other transactions contemplated hereby, do not and will not (i) contravene or conflict with the Organizational Documents of the Company or any of its Subsidiaries, (ii) contravene or conflict with or constitute a violation of any provision of any Law binding on or applicable to the Company or any of its Subsidiaries or any of their respective properties or assets or (iii) result in any violation of, or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of any obligation or to the loss of a benefit or payment of a penalty under or the creation of a Lien on any of the assets of the Company or any of its Subsidiaries pursuant to any Contract, instrument, permit, concession, franchise, right or license binding on the Company or any of its Subsidiaries, other than, in the case of clauses (ii) and (iii), any such contravention, conflict, violation, default, termination, cancellation, acceleration, right, loss, penalty or Lien that would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect.

Section 3.4 Reports and Financial Statements.

(a) The Company has filed or furnished, on a timely basis, all forms, statements, certifications, documents and reports required to be filed or furnished by it with the SEC pursuant to the Exchange Act or the Securities Act since December 31, 2022 (the forms, statements, certifications, documents and reports so filed or furnished by the Company and those filed or furnished to the SEC subsequent to the date of this Agreement, including any amendments thereto, the "Company SEC Documents"), each of which, in each case as of its date, or, if amended, as finally amended prior to the date of this Agreement, complied, or if not yet filed or furnished, will comply, in all material respects with the applicable requirements of the Securities Act, the Exchange Act and the Sarbanes-Oxley Act, as the case may be, and no Company SEC Document as of its date (or, if amended or superseded by a filing prior to the date of this Agreement, as of the date of such amended or superseding filing) contained, and no Company SEC Documents filed with or furnished to the SEC subsequent to the date of this Agreement will contain, any untrue statement of a material fact or omitted or will omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

(b) The Company is in compliance in all material respects with the applicable listing and corporate governance rules and regulations of the NYSE. Except as permitted by the Exchange Act, including Sections 13(k)(2) and 13(k)(3) thereunder, or the rules and regulations promulgated by the SEC, since December 31, 2022, neither the Company nor any of its Affiliates has made, arranged or modified (in any material way) any extensions of credit in the form of a personal loan to any executive officer or director of the Company.

(c) The consolidated financial statements (including all related notes and schedules) of the Company included in the Company SEC Documents (or, if any such Company SEC Document is amended or superseded by a filing prior to the date of this Agreement, such amended or superseding Company SEC Document) fairly presented in all material respects the consolidated financial position of the Company and its consolidated Subsidiaries, as at the respective dates thereof, and the consolidated results of their operations and their consolidated cash flows for the respective periods then ended (subject, in the case of the unaudited statements, to normal year-end audit adjustments and to any other adjustments described therein, including the notes thereto) and were prepared in all material respects in conformity with GAAP (except, in the case of the unaudited financial statements, as permitted by the SEC) applied on a consistent basis during the periods involved (except as may be indicated therein or in the notes thereto).

Section 3.5 Internal Controls and Procedures.

(a) The Company has established and maintains disclosure controls and procedures as required by Rule 13a-15 or 15d-15 under the Exchange Act. Such disclosure controls and procedures are effective in providing reasonable assurance that all information required to be disclosed by the Company is recorded and reported on a timely basis to the individuals responsible for the preparation of the Company's filings with the SEC and other public disclosure documents.

(b) The Company maintains a system of internal controls over financial reporting (as defined in Rule 13a-15 or 15d-15 under the Exchange Act) that is effective in providing reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP and includes policies and procedures that (i) pertain to the maintenance of records that in reasonable detail accurately and fairly reflect the transactions and dispositions of the assets of the Company in all material respects, (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with GAAP and to maintain accountability for assets, that access to assets is permitted only in accordance with authorizations of management and directors of the Company and that receipts and expenditures of the Company are being made only in accordance with authorizations of management and directors of the Company, and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of the Company's assets that could have a material effect on its

financial statements. The records, systems, controls, data and information of the Company and its Subsidiaries that are used in the systems of disclosure controls and procedures and of financial reporting controls and procedures described above are recorded, stored, maintained and operated under means that are under the exclusive ownership and direct control of the Company or a wholly owned Subsidiary of the Company or its accountants, except as would not reasonably be expected to adversely affect or disrupt, in any material respect, the Company's systems of disclosure controls and procedures and of financial reporting controls and procedures or the reports generated thereby.

(c) The Company's management has completed an assessment of the effectiveness of the Company's internal controls over financial reporting pursuant to Section 404 of the Sarbanes-Oxley Act for the year ended December 31, 2024, and such assessment concluded that such controls were effective. The Company has disclosed, based on its most recent evaluation of its internal controls prior to the date of this Agreement, to the Company's auditors and the audit committee of the Company Board, (i) any significant deficiencies and material weaknesses in the design or operation of internal controls over financial reporting that are reasonably likely to adversely affect the Company's ability to record, process, summarize and report financial information and (ii) any fraud, whether or not material, that involves management or other employees who have a significant role in internal control over financial reporting. As of the date of its most recent audited financial statements, neither the Company nor its auditors had identified any significant deficiencies or material weaknesses in its internal controls over financial reporting and, as of the date of this Agreement, to the Knowledge of the Company, nothing has come to its attention that has caused it to believe that there are any material weaknesses or significant deficiencies in such internal controls. To the Knowledge of the Company, since December 31, 2022, no material complaints from any source regarding accounting, internal accounting controls or auditing matters, and no concerns from Company employees regarding questionable accounting or auditing matters, have been received by the Company. To the Knowledge of the Company, since December 31, 2022, no attorney representing the Company or any of its Subsidiaries, whether or not employed by the Company or any of its Subsidiaries, has reported evidence of a violation of securities Laws, breach of fiduciary duty or similar violation by the Company or any of its officers, directors, employees or agents to the Company's chief legal officer, audit committee (or other committee designated for the purpose) of the Company Board pursuant to the rules adopted pursuant to Section 307 of the Sarbanes-Oxley Act or any Company policy contemplating such reporting, including in instances not required by those rules.

Section 3.6 Certain Matters. The Company represents and warrants to Parent and each Merger Sub as to the matters set forth in Section 3.6 of the Company Disclosure Schedules.

Section 3.7 No Undisclosed Liabilities. Except (a) as disclosed, reflected or reserved against in the audited consolidated balance sheet of the Company and its Subsidiaries as of December 31, 2024, and the footnotes to such consolidated balance sheet, in each case set forth in the Company's report on Form 10-K for the fiscal year ended December 31, 2024, (b) as expressly permitted or contemplated by this Agreement, (c) for liabilities or obligations that have been discharged or paid in full, (d) for liabilities arising in connection with obligations under any existing Contract (except to the extent such liabilities arose or resulted from a breach or a default of or under such Contract), (e) for liabilities and obligations incurred in the Ordinary Course of Business since December 31, 2024 (the "Company Balance Sheet Date"), or (f) as would not have, individually or in the aggregate, a Company Material Adverse Effect, neither the Company nor any Subsidiary of the Company has any liabilities or obligations, whether or not accrued, contingent or otherwise.

Section 3.8 Compliance with Law; Permits.

(a) The Company and its Subsidiaries have been, since December 31, 2022, in compliance with and not in default under or in violation of any federal, state, local or foreign law, statute, ordinance, rule, regulation, judgment, Order, injunction or decree of any Governmental Entity (collectively, "Laws" and each, a "Law") applicable to the Company and its Subsidiaries, except where such non-compliance, default or violation would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect.

(b) The Company and its Subsidiaries are in possession of all franchises, grants, concessions, authorizations, licenses, permits, easements, variances, exceptions, consents, certificates, approvals, clearances, tariffs, qualifications, registrations and orders of any Governmental Entities ("Permits") necessary for the Company and the Company's Subsidiaries to own, lease and operate their properties and assets or to carry on their businesses as they are now being conducted (such Permits, the "Company Permits"), except where the failure to have any of the Company Permits would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect. All Company Permits are in full force and effect and are not subject to any administrative or judicial proceeding that would reasonably be expected to result in modification, termination or revocation thereof, and the Company and each of its Subsidiaries is in compliance with the terms and requirements of such Company Permit, except where the failure to be in full force and effect or in compliance or where such proceeding would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect.

(c) Neither the Company nor any of its Subsidiaries has received any written notice that the Company or its Subsidiaries is in violation of any Law applicable to the Company or any of its Subsidiaries or any Permit, except for such violations that would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect. There are no Actions pending, threatened in writing or, to the Knowledge of the Company, otherwise threatened, that would reasonably be expected to result in the revocation, withdrawal, suspension, non-renewal, termination, revocation, or adverse modification or limitation of any such Permit, except as would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect.

Section 3.9 Anti-Corruption; Anti-Bribery; Anti-Money Laundering.

(a) The Company, its Subsidiaries and, to the Knowledge of the Company, each of their directors, officers, employees, agents and each other Person acting on behalf of the Company or its Subsidiaries are in all material respects in compliance with and for the past five (5) years, have in all material respects complied with (i) the Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"), and (ii) the provisions of all anti-bribery, anti-corruption and anti-money laundering Laws of each jurisdiction in which the Company and its Subsidiaries operate or have operated and in which any agent thereof is conducting or has conducted business on behalf of the Company or any of its Subsidiaries ("Anti-Corruption Laws"). The Company and its Subsidiaries have since December 31, 2022 (A) instituted policies and procedures that are reasonably designed to ensure compliance in all material respects with the FCPA and other anti-bribery, anti-corruption and anti-money laundering Laws in each jurisdiction in which the Company or any of its Subsidiaries operate and (B) maintained such policies and procedures in full force and effect in all material respects.

(b) None of the Company, its Subsidiaries or, to the Knowledge of the Company, any of their directors, officers and employees and each other Person acting on behalf of the Company or its Subsidiaries has, in the past five (5) years, directly or indirectly, violated any, or been subject to actual or, to the Knowledge of the Company, pending or threatened Proceedings, settlements or enforcement actions alleging violations on the part of any of the foregoing Persons of the FCPA or Anti-Corruption Laws or any terrorism financing Law.

(c) None of the Company, its Subsidiaries or, to the Knowledge of the Company, any of their directors, officers and their employees or any other Person acting on behalf of the Company or its Subsidiaries has, in the past five (5) years: (i) directly or indirectly, paid, offered or promised to pay, or authorized or ratified the payment of any monies, gifts or anything of value (A) which would violate any applicable Anti-Corruption Law, including the FCPA, applied for purposes hereof as it applies to domestic concerns, or (B) to any national, provincial, municipal or other Government Official or any political party or candidate for political office for the purpose of (x) influencing any act or decision of such official or of any Governmental Entity, (y) to obtain or retain business, or direct business to any Person or (z) to secure any other improper benefit or advantage; or (ii) aided, abetted, caused (directly or indirectly), participated in, or otherwise conspired with, any Person to violate the terms of any Order.

Section 3.10 Sanctions.

(a) Since April 24, 2019, the Company and each of its Subsidiaries has been, and currently is, in all material respects in compliance with economic sanctions and export control Laws in jurisdictions in which the Company or any of its Subsidiaries do business or are otherwise subject to jurisdiction, including the United States International Traffic in Arms Regulations, the Export Administration Regulations, and United States sanctions Laws and regulations administered by the United States Department of the Treasury's Office of Foreign Assets Control or the United States Department of State (collectively "Export and Sanctions Regulations").

(b) None of the Company or any of its Subsidiaries, or, to the Knowledge of the Company, any director, officer, agent, employee or other Person acting on behalf of any of the Company or its Subsidiaries, in their capacity as such, is currently, or has been since April 24, 2019: (i) a Sanctioned Person or (ii) engaging in any dealings or transactions with, or for the benefit of, any Sanctioned Person or in any Sanctioned Country, to the extent such activities would cause the Company to violate applicable Export and Sanctions Regulations.

(c) Since April 24, 2019, the Company and its Subsidiaries have (i) instituted policies and procedures that are reasonably designed to ensure compliance in all material respects with the Export and Sanctions Regulations in each jurisdiction in which the Company and its Subsidiaries operate or are otherwise subject to jurisdiction and (ii) maintained such policies and procedures in full force and effect in all material respects.

(d) Since April 24, 2019, neither the Company nor any of its Subsidiaries (i) has been found in violation of, charged with or convicted of, any Export and Sanctions Regulations, (ii) to the Knowledge of the Company, is or has been under investigation by any Governmental Entity for possible violations of any Export and Sanctions Regulation, (iii) has been assessed civil penalties under any Export and Sanctions Regulations or (iv) has filed any voluntary disclosures with any Governmental Entity regarding possible violations of any Export and Sanctions Regulations.

Section 3.11 Environmental Laws and Regulations.

(a) Except as would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect: (i) the Company and its Subsidiaries are and, except for matters which have been resolved, have been in compliance with all applicable Environmental Laws; (ii) neither the Company nor any of its Subsidiaries has received any written notices, demand letters or written requests for information from any Governmental Entity alleging that the Company or any of its Subsidiaries is in violation of or has liability under any Environmental Law and there are no legal, administrative, arbitral or other proceedings, claims or actions pending, or to the Knowledge of the Company threatened, against the Company or any of its Subsidiaries alleging any violation of or liability relating to any Environmental Law, in each case other than with respect to matters that have been resolved; (iii) there has been no treatment, storage or release of any Hazardous Substance in violation of or as could reasonably be expected to result in liability under any applicable Environmental Law; and (iv) neither the Company nor any Subsidiary is subject to any agreement, order, judgment, or decree by or with any Governmental Entity or other third party imposing any liability or obligation relating to any Environmental Law.

(b) The Company has made available to Parent material documents in the possession of, or reasonably available to, the Company or any of its Subsidiaries, or has otherwise disclosed to Parent material information, regarding the status of and expected costs and/or actions required to fully resolve any violation of, or liability under Environmental Law to the extent the resolution of such violation or liability would be reasonably expected to have, individually or in the aggregate, a Company Material Adverse Effect.

Section 3.12 Employee Benefit Plans.

(a) The Company has made available to Parent, with respect to each material Company Benefit Plan, each writing constituting a part of such Company Benefit Plan, including all amendments thereto.

(b) Except as would not have, individually or in the aggregate, a Company Material Adverse Effect: (i) each Company Benefit Plan (including any related trusts) has been maintained and administered in compliance with its terms and with applicable Law, including ERISA and the Code to the extent applicable thereto; (ii) each Company Benefit Plan intended to be "qualified" within the meaning of Section 401(a) of the Code has received a favorable determination letter from the Internal Revenue Service or is entitled to rely on a favorable opinion issued by the Internal Revenue Service; (iii) no employee benefit plan of the Company or its Subsidiaries is a Multiemployer Plan or a plan subject to Title IV of ERISA that has two (2) or more contributing sponsors, at least two (2) of whom are not under common control; (iv) all contributions or other amounts payable by the Company or any of its Subsidiaries with respect to each Company Benefit Plan in respect of current or prior plan years have been paid or accrued in accordance with GAAP; and (v) there are no pending, threatened or, to the Knowledge of the Company, anticipated claims (other than claims for benefits in accordance with the terms of the Company Benefit Plans) by, on behalf of or against any of the Company Benefit Plans or any trusts related thereto.

(c) With respect to any Multiemployer Plan contributed to by the Company or any ERISA Affiliate, neither the Company nor any ERISA Affiliate has incurred any withdrawal liability under Title IV of ERISA which remains unsatisfied as to an amount that would reasonably be expected to result in, individually or in the aggregate, material liability to the Company and its Subsidiaries, taken as a whole.

(d) Except as provided in this Agreement or required by applicable Law, the consummation of the transactions contemplated by this Agreement will not, either alone or in combination with another event, (i) entitle any current or former employee, director or other individual service provider of the Company or any of its Subsidiaries to severance pay or any other payment or benefit from the Company or its Subsidiaries, (ii) accelerate the time of payment or vesting, or increase the amount of, compensation due to any such employee, director or other individual service provider, (iii) directly or indirectly cause the Company or its Subsidiaries to transfer or set aside any assets to fund any payments or benefits under any Company Benefit Plan or (iv) limit or restrict the right to merge, materially amend, terminate or transfer the assets of any Company Benefit Plan on or following the First Effective Time.

(e) The execution and delivery of this Agreement, shareholder or other approval of this Agreement or the consummation of the transactions contemplated by this Agreement would not, either alone or in combination with another event, result in the payment of any "excess parachute payment" as defined Section 280G(b)(1) of the Code.

(f) The Company is not a party to nor does it have any obligation under any Company Benefit Plan to compensate, indemnify or reimburse any person for excise Taxes payable pursuant to Section 4999 of the Code or for additional Taxes payable pursuant to Section 409A of the Code.

Section 3.13 Labor Matters.

(a) The Company and its Subsidiaries are in compliance with their obligations pursuant to all notification and bargaining obligations arising under any Company Labor Agreements, except as would not have, individually or in the aggregate, a Company Material Adverse Effect.

(b) Except as would not reasonably be expected to result in, individually or in the aggregate, material liability to the Company and its Subsidiaries, taken as a whole, as of the date of this Agreement (i) there are no strikes or lockouts with respect to any employees of the Company or any of its Subsidiaries; (ii) to the Knowledge of the Company, there is no union organizing effort pending or threatened against the Company or any of its Subsidiaries; (iii) there is no labor dispute or labor arbitration proceeding pending or, to the Knowledge of the Company, threatened against the Company or any of its Subsidiaries (other than, in each case, routine grievances, including those brought by unions or other collectively represented employees, to be heard by the applicable Governmental Entity); and (iv) there is no slowdown, or work stoppage in effect or, to the Knowledge of the Company, threatened with respect to employees of the Company or any of its Subsidiaries.

(c) Except as would not have, individually or in the aggregate, a Company Material Adverse Effect, since December 31, 2022, the Company and its Subsidiaries have complied in all respects with all applicable Laws with respect to employment and employment practices (including all applicable Laws, rules and regulations regarding wage and hour requirements, employee and worker classification, immigration status, discrimination in employment, harassment, employee health and safety, and collective bargaining).

(d) The consent or consultation of, or the rendering of formal advice by, any labor or trade union, works council or similar organization is not required for the Company to enter into this Agreement or to consummate any of the transactions contemplated hereby other than any consent, consultation or formal advice, the failure of which to obtain or, in the case of consultation, engage in, would not delay or prevent the consummation of the transactions contemplated by this Agreement.

Section 3.14 Absence of Certain Changes or Events.

(a) Since the Company Balance Sheet Date through the date of this Agreement, there has not been any event, change, occurrence or development that has had or would reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect.

(b) From the Company Balance Sheet Date through the date of this Agreement, the Company and its Subsidiaries have conducted their respective businesses in all material respects in the Ordinary Course of Business and have not taken any action that, if taken after the date of this Agreement, would require Parent's consent under Section 5.1(b)(i), Section 5.1(b)(iv), Section 5.1(b)(v), Section 5.1(b)(ix), Section 5.1(b)(xi), Section 5.1(b)(xiv) or Section 5.1(b)(xvii).

Section 3.15 Investigations; Litigation. Except as would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, as of the date of this Agreement: (a) to the Knowledge of the Company, there is no investigation or review pending or threatened by any Governmental Entity with respect to the Company or any of the Company's Subsidiaries; and (b) there are no Actions pending (or, to the Knowledge of the Company, threatened) against or affecting the Company or any of the Company's Subsidiaries, or any of their respective assets or properties at law or in equity before, and there are no Orders of, any Governmental Entity against or affecting the Company or any of the Company's Subsidiaries, or any of their respective assets or properties.

Section 3.16 Company Information. The information supplied or to be supplied by the Company for inclusion in (i) the proxy statement relating to the Company Shareholder Meeting, which will be used as a prospectus of Parent with respect to the Parent Common Stock issuable in connection with the First Merger (together with any amendments or supplements thereto, the "Proxy Statement/Prospectus") or (ii) the registration statement on Form S-4 pursuant to which the offer and sale of Parent Common Stock in connection with the First Merger will be registered pursuant to the Securities Act and in which the Proxy Statement/Prospectus will be included as a prospectus of Parent (together with any amendments or supplements thereto, the "Registration Statement") will not, (x) at the time the Proxy Statement/Prospectus is first mailed to each of the Company's shareholders and Parent's shareholders, (y) at the time of each of the Company Shareholder Meeting and the Parent Shareholder Meeting (or, in each case, any adjournment or postponement thereof), or (z) at the time the Registration Statement (and any amendment or supplement thereto) is filed with the SEC or declared effective, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading; provided that no representation or warranty is made by the Company with respect to statements made therein based on information supplied by Parent or either Merger Sub for inclusion or incorporation by reference therein.

Section 3.17 Tax Matters.

(a) Except as would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect:

(i) the Company and each of its Subsidiaries have timely filed all Tax Returns required to be filed (taking into account any extensions of time within which to file such Tax Returns), and all such filed Tax Returns were complete and correct, and the Company and each of its Subsidiaries have paid all Taxes, whether or not shown to be due on such Tax Returns, or have established an adequate reserve therefor in accordance with GAAP;

(ii) there are no current audits, examinations or other proceedings pending, or to the Company's Knowledge, threatened in respect of any Taxes of the Company or any of its Subsidiaries;

(iii) none of the Company or any of its Subsidiaries has granted any extension or waiver of the limitation period applicable to the assessment or collection of any Tax;

(iv) there are no Liens for Taxes upon any property or assets of the Company or its Subsidiaries, except for Permitted Liens;

(v) none of the Company or any of its Subsidiaries (i) is or has been a member of an affiliated, consolidated, combined, unitary or similar group for purposes of filing Tax Returns or paying Taxes (other than a group the common parent of which is or was the Company or any of its Subsidiaries), (ii) is party to any Tax sharing, Tax allocation or Tax indemnity agreement or similar contract or arrangement, in each case with any third party (other than customary Tax indemnification provisions in commercial agreements or arrangements, in each case not primarily relating to Taxes, or any agreement solely between or among the Company or any of its Subsidiaries) or (iii) has any liability for Taxes of any Person (other than the Company or any of its Subsidiaries) arising from the application of Treasury Regulations Section 1.1502-6 or any analogous provision of applicable state, local or foreign Law or as a transferee or successor;

(vi) none of the Company or any of its Subsidiaries has participated in any "listed transaction" within the meaning of Section 6011 of the Code and the regulations thereunder; and

(vii) in the last three (3) years, none of the Company or any of its Subsidiaries has distributed stock of another Person or has had its stock distributed by another Person in a transaction that was purported or intended to be governed in whole or in part by Section 355 of the Code.

(b) As of the date hereof, none of the Company or any of its Subsidiaries has taken or agreed to take any action or knows of the existence of any fact or circumstance that could reasonably be expected to prevent or impede the Mergers, taken together, from qualifying as a "reorganization" within the meaning of Section 368(a) of the Code.

Section 3.18 Intellectual Property; IT Assets; Privacy.

(a) Section 3.18(a) of the Company Disclosure Schedules sets forth a true, correct and complete list as of the date hereof of all Registered Company Intellectual Property. Each such material item of Registered Company Intellectual Property is, to the Knowledge of the Company, subsisting and not invalid or unenforceable. No such material Registered Company Intellectual Property (other than any applications for Registered Company Intellectual Property) has expired or been canceled or abandoned, except in accordance with the expiration of the term of such rights, or in the Ordinary Course of Business based on a reasonable business judgment of the Company.

(b) The Company and its Subsidiaries (i) own or have a written, valid and enforceable right to use all material Intellectual Property used in or necessary for the operation of their respective businesses and (ii) own all right, title, and interest in all Company Intellectual Property, free and clear of all Liens (other than Permitted Liens), in each case, except as has not been and would not reasonably be expected to be, individually or in the aggregate, material to the business of the Company and its Subsidiaries, taken as a whole. To the Knowledge of

the Company, no Company Intellectual Property material to any business of the Company and its Subsidiaries is subject to any Order or Contract materially and adversely affecting the Company's and its Subsidiaries' ownership or use of, or any rights in or to, any such Intellectual Property.

(c) Except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, since December 31, 2022, to the Knowledge of the Company, the operation of the business of the Company and its Subsidiaries has not infringed, violated or otherwise misappropriated any Intellectual Property of any third Person. Except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, (i) to the Knowledge of the Company, since December 31, 2022, no third Person has infringed, violated or otherwise misappropriated any Company Intellectual Property and (ii) there is, and there has been since December 31, 2022, no pending (or, to the Knowledge of the Company, threatened) Action or asserted claim in writing asserting that the Company or any Subsidiary has infringed, violated or otherwise misappropriated, or is infringing, violating or otherwise misappropriating, any Intellectual Property of any third Person.

(d) The Company and its Subsidiaries have received from each Person (including current and former employees and contractors) who has created or developed any material Intellectual Property for or on behalf of the Company or any of its Subsidiaries, a written, valid, enforceable, present assignment of such Intellectual Property to the Company or its applicable Subsidiary.

(e) The Company and its Subsidiaries own all right, title and interest in and to the Company IT Assets, free and clear of any Liens other than Permitted Liens, except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect. The Company and its Subsidiaries own or have a written valid and enforceable right to use all IT Assets, except as has not been and would not reasonably be expected to be, individually or in the aggregate, material to the business of the Company and its Subsidiaries, taken as a whole. Except as has not been and would not reasonably be expected to be, individually or in the aggregate, material to the business of the Company and its Subsidiaries, taken as a whole, the Company and each of its Subsidiaries have taken reasonable steps and implemented reasonable safeguards, consistent with best industry practices, to protect the IT Assets from any unauthorized access, use or other security breach. The IT Assets: (i) operate and perform in all material respects as required by the Company and its Subsidiaries for the operation of their respective businesses and (ii) since December 31, 2022, except as, individually or in the aggregate, has not resulted in, and is not reasonably expected to result in, material liability to, or material disruption of the business operations of, the Company and its Subsidiaries, (A) have not malfunctioned or failed, suffered unscheduled downtime, or been subject to unauthorized access, use or other security breach, and (B) have, to the Knowledge of the Company, been free from any viruses, Trojan horses, spyware, ransomware or other malicious code.

(f) The Company and its Subsidiaries have taken commercially reasonable measures to protect the confidentiality of the material Trade Secrets owned or held by the Company and its Subsidiaries, and to the Knowledge of the Company, no such material Trade Secrets has been used or discovered by or disclosed to any Person except pursuant to written, valid and enforceable non-disclosure agreements protecting the confidentiality thereof, which agreements have not been breached by the Company or its Subsidiaries or, to the Knowledge of the Company, any other party, in any material respect.

(g) Since December 31, 2022, the Company and its Subsidiaries have in all material respects complied with all Privacy Laws and with its and their privacy policies and other contractual commitments relating to privacy, security or processing of personal information or data. Except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, since December 31, 2022, neither the Company nor any of its Subsidiaries has received any written threat, notice or claim alleging (or been subject to any audit or investigation by any Governmental Entity regarding) (i) non-compliance with any Privacy Laws or with such privacy policies or contractual commitments or (ii) a violation of any third Person's rights under Privacy Laws or such privacy policies or contractual commitments, including any third Person's

rights with respect to Sensitive Data. Except as has not been and would not reasonably be expected to be, individually or in the aggregate, material to the business of the Company and its Subsidiaries, taken as a whole, since December 31, 2022, to the Knowledge of the Company, there has been no unauthorized access, use, processing, transfer or disclosure, or any loss or theft, of Sensitive Data or other personal or personally identifiable information that are protected by Privacy Laws while such Sensitive Data or such other personal or personally identifiable information was in the possession or control of the Company, its Subsidiaries or (solely with respect to Sensitive Data or other personal or personally identifiable information held on behalf of the Company or its Subsidiaries) its or their third-party vendors or service providers.

(h) Except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, the Company and its Subsidiaries (i) have obtained all consents, permissions, and authorizations required under applicable Laws with respect to the use and processing of all Training Data and the use of all AI Technologies in the operation of the business of the Company and its Subsidiaries, and (ii) have not used any Training Data or AI Technologies in violation of applicable Law or in a manner in conflict with the data or information privacy or security policies of the Company or its Subsidiaries.

(i) Except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, (i) no third party has possession of, or any current or contingent right to access or possess, any source code for any software owned by and proprietary to the Company or any of its Subsidiaries, and (ii) such software does not incorporate or link to any open source software, and subsequently get distributed or modified, in a manner that requires the Company or its Subsidiaries to make any source code for any such proprietary owned software available to third parties, be licensed for the purpose of making derivative works, or be redistributable at no or minimal charge.

Section 3.19 Title to Assets. Except as would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect, the Company or one of its Subsidiaries has good and valid title to all tangible assets owned by the Company or any of its Subsidiaries as of the date of this Agreement, free and clear of all Liens other than Permitted Liens, or good and valid leasehold interests in all tangible assets leased or subleased by the Company or any of its Subsidiaries as of the date of this Agreement, or good and valid rights under the corresponding concession in all tangible assets held subject to such concession by the Company or any of its Subsidiaries as of the date of this Agreement.

Section 3.20 Title to Properties.

(a) Except as would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, each Contract under which the Company or any of its Subsidiaries is the landlord, sublandlord, tenant, subtenant or occupant (a "Company Real Property Lease") with respect to material real property leased, subleased, held under concession, licensed or otherwise occupied (whether as tenant, subtenant or pursuant to other occupancy arrangements) by the Company or any of its Subsidiaries (collectively, including the improvements thereon, "Company Leased Real Property") is valid and binding on the Company or the Subsidiary thereof party thereto, and, to the Knowledge of the Company, each other party thereto. Neither the Company nor any of its Subsidiaries is currently subleasing, licensing or otherwise granting any person the right to use or occupy a material portion of the Company Leased Real Property that would reasonably be expected to adversely affect the existing use of the remaining portion of the Company Leased Real Property by the Company or its Subsidiaries in the operation of their business thereon, except as would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect. Except as would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect, there is no uncured default by the Company or any of its Subsidiaries under any Company Real Property Lease or, to the Knowledge of the Company, by any other party thereto, and, to the Knowledge of the Company, no event has occurred that with the lapse of time or the giving of notice or both would reasonably be expected to constitute a default thereunder by the Company or any of its Subsidiaries or by any other party thereto. As of the date of this Agreement, neither the Company nor any of its Subsidiaries has received any written notice of termination or

cancelation, and to the Knowledge of the Company, no termination or cancelation is threatened, under any material Company Real Property Lease.

(b) Except as would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect, the Company or its Subsidiaries has good and valid title to all of the real property owned by the Company and its Subsidiaries (the "Owned Real Property").

(c) Except as would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect, neither the Company nor any of its Subsidiaries has received written notice of any condemnation proceeding or proposed action or agreement for taking in lieu of condemnation, nor is any such proceeding, action or agreement pending before a Governmental Entity or, to the Knowledge of the Company, threatened, with respect to any portion of any Owned Real Property.

Section 3.21 Opinion of Financial Advisor. The Company Board has received the opinion of BofA Securities, Inc. to the effect that, as of the date of such opinion and subject to the assumptions, limitations, qualifications and other matters set forth therein, the Merger Consideration to be received by the holders of Company Common Stock (other than the Canceled Shares and the Converted Shares) in the First Merger pursuant to this Agreement is fair, from a financial point of view, to such holders.

Section 3.22 Required Vote of the Company Shareholders. The affirmative vote of a majority of the votes cast by holders of Company Common Stock in favor of the approval of this Agreement (the "Company Shareholder Approval") is the only vote of holders of securities of the Company that is required to approve this Agreement and the transactions contemplated hereby, including the Mergers.

Section 3.23 Material Contracts.

(a) Except for this Agreement, agreements filed as exhibits to the Company SEC Documents or as set forth in Section 3.23(a) of the Company Disclosure Schedules, as of the date of this Agreement, neither the Company nor any of its Subsidiaries is a party to or expressly bound by any Contract (excluding any Company Benefit Plan) that:

(i) would constitute a "material contract" (as such term is defined in Item 601(b)(10) of Regulation S-K of the Securities Act);

(ii) is a Company Real Property Lease pursuant to which the Company or any of its Subsidiaries leases real property that (A) has remaining rental obligations in excess of $50 million or (B) is integral to the operations of the business of the Company and its Subsidiaries, taken as a whole;

(iii) contains restrictions on the right of the Company or any of its Subsidiaries to engage in activities competitive with any Person or to solicit customers or suppliers anywhere in the world, other than restrictions (A) pursuant to limitations on the use by the Company or its Subsidiaries of rail lines set forth in the agreements conveying those lines or granting rights to operate them that do not, individually or in the aggregate, materially impair the Company's operations in accordance with its current and future operating plan or (B) that are part of the terms and conditions of any "requirements" or similar agreement under which the Company or any of its Subsidiaries has agreed to procure goods or services exclusively from any Person; or (C) that are not material to the business of the Company and its Subsidiaries, taken as a whole;

(iv) grants "most favored nation" status that, following the Mergers, would apply to Parent and its Subsidiaries, including the Company and its Subsidiaries;

(v) provides for the formation, creation, operation, management or control of any material joint venture, material partnership or other similar material arrangement with a third party;

(vi) is an indenture, credit agreement, loan agreement, note, or other Contract providing for indebtedness for borrowed money of the Company or any if its Subsidiaries (other than indebtedness among the Company and/or any of its Subsidiaries) in excess of $150 million;

(vii) is a settlement, conciliation or similar Contract that would require the Company or any of its Subsidiaries to pay consideration of more than $40 million after the date of this Agreement or that contains material restrictions on the business and operations of the Company or any of its Subsidiaries or materially disrupts the business of the Company or any of its Subsidiaries as currently conducted;

(viii) (A) provides for the acquisition or disposition by the Company or any of its Subsidiaries of any business (whether by merger, sale of stock, sale of assets or otherwise), or any real property, that would, in each case, reasonably be expected to result in the receipt or making by the Company or any Subsidiary of the Company of future payments in excess of $100 million or (B) pursuant to which the Company or any of its Subsidiaries will acquire any interest, or will make an investment, in any other Person, other than another Subsidiary, of more than $100 million;

(ix) is an acquisition agreement that contains material "earn-out" or other material contingent payment obligations;

(x) obligates the Company or any Subsidiary of the Company to make any future capital investment or capital expenditure outside the Ordinary Course of Business and in excess of $75 million in any calendar year;

(xi) provides for the procurement of services or supplies from a Company Top Supplier by the Company or any of its Subsidiaries, or provides for sales to a Company Top Customer by the Company or any of its Subsidiaries;

(xii) limits or restricts the ability of the Company or any of its Subsidiaries to declare or pay dividends or make distributions in respect of their capital stock, partner interests, membership interests or other equity interests;

(xiii) other than any sales and marketing Contracts entered into in the Ordinary Course of Business, is a Contract pursuant to which the Company or any of its Subsidiaries is a party, or is otherwise bound, and obligated to make or receive payments in excess of $100 million in any calendar year which Contract has a term of at least three (3) years from the later of the date hereof and the date of such Contract, and the contracting counterparty of which (A) is a Governmental Entity or (B) to the Knowledge of the Company, has entered into such Contract in its capacity as a prime contractor or other subcontractor of any Contract with a Governmental Entity and such Contract imposes upon the Company obligations or other liabilities due to such Governmental Entity; or

(xiv) is a Contract pursuant to which (A) the Company or any of its Subsidiaries is granted any license or other right with respect to Intellectual Property of another Person, where such Contract is material to the business of the Company or any of its Subsidiaries (other than non-exclusive licenses for commercially available software that have been granted on standardized, generally available terms); or (B) the Company or any of its Subsidiaries grants to another Person any material license or other material right with respect to any Company Intellectual Property (other than non-exclusive licenses or similar rights granted to (1) direct or indirect customers or resellers in connection with their use, sale or resale of the Company's or its Subsidiaries' goods or services, or (2) service providers in connection with their provision of services for or on behalf of the Company or any Company Subsidiaries).

Each Contract of the type described in clauses (i) through (xiv) of this Section 3.23(a) is referred to herein as a "Company Material Contract."

(b) True, correct and complete copies of each Company Material Contract have been publicly filed with the SEC prior to the date of this Agreement or otherwise made available to Parent. Neither the Company nor any Subsidiary of the Company is in breach of or default under the terms of any Company Material Contract where such breach or default would reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect. To the Knowledge of the Company, no other party to any Company Material Contract is in breach of or default under the terms of any Company Material Contract where such breach or default would

reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect. Except as would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, each Company Material Contract is a valid and binding obligation of the Company or the Subsidiary of the Company that is party thereto and, to the Knowledge of the Company, of each other party thereto, and is in full force and effect, subject to the Enforceability Exceptions.

Section 3.24 Suppliers and Customers.

(a) Section 3.24(a) of the Company Disclosure Schedules sets forth a correct and complete list of (i) the top 20 suppliers (each a "Company Top Supplier") and (ii) the top 20 customers (each a "Company Top Customer"), respectively, by the aggregate dollar amount of payments to or from, as applicable, such supplier or customer, during the calendar year 2024 (in the case of customers, measured on a net revenue basis).

(b) Except as would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect, since December 31, 2022 through the date of this Agreement, (i) there has been no termination of or a failure to renew the business relationship of the Company or its Subsidiaries with any Company Top Supplier or any Company Top Customer and (ii) no Company Top Supplier or Company Top Customer has notified the Company or any of its Subsidiaries that it intends to terminate or not renew its business, nor to the Knowledge of the Company, is any such party threatening to do so as.

Section 3.25 Insurance Policies. Except as would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, (i) the Company and its Subsidiaries maintain insurance coverage with reputable insurers in such amounts and covering such risks as the Company reasonably believes, based on past experience, is adequate for the businesses and operations of the Company and its Subsidiaries (taking into account the cost and availability of such insurance) (the "Insurance Policies"), (ii) each Insurance Policy is in full force and effect, (iii) all premiums due with respect to the Insurance Policies have been paid, (iv) the Company and its Subsidiaries are in compliance with the material terms and conditions of the Insurance Policies and predecessor insurance policies, including with respect to providing timely and otherwise valid notice to the applicable insurer(s) of any claim, occurrence or other matter that may be covered under any Insurance Policies or predecessor insurance policies, (v) there are no pending claims under any Insurance Policies or predecessor insurance policies, (vi) neither the Company nor any of its Subsidiaries has received, as of the date of this Agreement, written notice of any pending or threatened cancellation, termination, nonrenewal or material premium increase or adjustment (including any retrospective premium adjustment) with respect to any of the Insurance Policies (other than in the ordinary course in connection with renewals), (vii) one of the Insurance Policies are comprised of any self-insurance, fronted insurance or captive insurance and (viii) the Insurance Policies are sufficient to comply with applicable Law and all Company Material Contracts. True and complete copies of the material Insurance Policies as of the date hereof have been made available to Parent.

Section 3.26 Affiliate Party Transactions. Since December 31, 2022 through the date of this Agreement, there have been no material transactions, agreements, arrangements or understandings between the Company or any of its Subsidiaries, on the one hand, and any Person owning 5% or more of the Company Common Stock or any Affiliate of such Person or any director or executive officer of the Company or any of its Affiliates (or any relative thereof), on the other hand, that would be required to be disclosed by the Company under Item 404 under Regulation S-K under the Securities Act and that have not been so disclosed in the Company SEC Documents, other than Ordinary Course of Business employment agreements and similar employee and indemnification arrangements otherwise set forth on the Company Disclosure Schedules.

Section 3.27 Finders or Brokers. The Company has not employed any broker or finder or incurred any liability for any brokerage fees, commissions or finders' fees in connection with the Mergers, except that the Company has engaged BofA Securities, Inc. as the Company's financial advisor, the financial arrangements with which have been disclosed in writing to Parent prior to the date of this Agreement.

Section 3.28 Takeover Laws. Assuming the representations and warranties of Parent and each Merger Sub set forth in Section 4.20 are true and correct, as of the date of this Agreement, the Company Board has approved this Agreement and the transactions contemplated hereby, including the Mergers, and has taken all such other actions necessary or required to render inapplicable to such agreements and transactions the provisions of any potentially applicable takeover laws of any state, including any "fair price," "moratorium," "control share," "interested shareholder" or other form of anti-takeover statute or regulation or any anti-takeover provision in the certificate of incorporation or bylaws of the Company is, and the Company has no rights plan, "poison pill" or similar agreement that is, applicable to this Agreement, the Mergers or the other transactions contemplated hereby. In accordance with Section 13.1-730 of the VSCA, no appraisal or dissenters' rights will be available to the holders of Company Common Stock in connection with the Mergers.

Section 3.29 No Other Representations or Warranties; No Reliance. The Company acknowledges and agrees that, except for the representations and warranties contained in Article 4, none of Parent, either Merger Sub or any other Person acting on behalf of Parent or either Merger Sub has made or makes, and the Company has not relied on, any representation or warranty, whether express or implied, with respect to Parent, either Merger Sub, their respective Subsidiaries or their respective businesses, affairs, assets, liabilities, financial condition, results of operations, future operating or financial results, estimates, projections, forecasts, plans or prospects (including the reasonableness of the assumptions underlying such estimates, projections, forecasts, plans or prospects) or with respect to the accuracy or completeness of any other information provided or made available to the Company or any of its representatives by or on behalf of Parent or either Merger Sub. The Company acknowledges and agrees that none of Parent, either Merger Sub or any other Person acting on behalf of Parent or either Merger Sub has made or makes, and the Company has not relied on, any representation or warranty, whether express or implied, with respect to any projections, forecasts, estimates or budgets made available to the Company or any of its representatives of future revenues, future results of operations (or any component thereof), future cash flows or future financial condition (or any component thereof) of Parent, either Merger Sub, or any of their respective Subsidiaries.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES OF PARENT AND MERGER SUBS

Except as disclosed in the Parent SEC Documents furnished or filed prior to the date of this Agreement (including any documents incorporated by reference therein and excluding any disclosures set forth in any "risk factors" section or in any "forward-looking statements" section to the extent they are forward-looking statements or cautionary, predictive or forward-looking in nature) or in the disclosure schedules delivered by Parent to the Company concurrently with the execution of this Agreement (the "Parent Disclosure Schedules") (it being agreed that disclosure of any item in any section or subsection of the Parent Disclosure Schedules shall be deemed disclosed with respect to any other section or subsection of this Agreement and the Parent Disclosure Schedules to the extent that the relevance thereof is reasonably apparent on its face), Parent and each Merger Sub jointly and severally represent and warrant to the Company as follows:

Section 4.1 Qualification, Organization, Subsidiaries.

(a) Each of Parent and the Merger Subs is a legal entity duly organized, validly existing and in good standing under the Laws of its respective jurisdiction of incorporation, organization or formation, as applicable. Except as would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect, each of Parent's Subsidiaries is a legal entity duly organized, validly existing and (where such concept is recognized) in good standing under the Laws of its respective jurisdiction of incorporation or organization, as applicable. Each of Parent and the Merger Subs and each of their respective Subsidiaries has all requisite corporate or similar power and authority to own, lease and operate its properties and assets and to carry on its business as presently conducted and is qualified to do business and is in good standing as a foreign corporation in

each jurisdiction where the ownership, leasing or operation of its assets or properties or conduct of its business requires such qualification, except, in each case, as would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect. Parent has made available to the Company true, complete and correct copies of Parent and each Merger Sub's Organizational Documents, each as amended prior to the date of this Agreement, and each as made available to the Company is in full force and effect.

(b) All of the outstanding shares of capital stock or voting securities of, or other equity interests in, each of Parent's wholly owned Subsidiaries have been validly issued and are owned by Parent, by another Subsidiary of Parent or by Parent and another Subsidiary of Parent, free and clear of all Liens other than restrictions imposed by applicable securities Laws or the Organizational Documents of any such Subsidiary or any Permitted Liens.

Section 4.2 Capitalization.

(a) The authorized share capital of Parent consists of (i) 1,400,000,000 shares of Parent Common Stock and (ii) 20,000,000 shares of Parent Preferred Stock. As of July 24, 2025, there were (i) 593,039,842 shares of Parent Common Stock issued and outstanding, (ii) 520,131,169 shares of Parent Common Stock held as treasury shares, (iii) no shares of Parent Preferred Stock issued and outstanding, (iv) Parent Options to purchase an aggregate of 2,132,652 shares of Parent Common Stock issued and outstanding, (v) 822,741 shares of Parent Common Stock underlying outstanding Parent Retention Shares, (vi) 87,293 shares of Parent Common Stock underlying outstanding Parent Stock Units, (vii) 310,778 shares of Parent Common Stock underlying outstanding Parent PSUs if performance conditions are satisfied at the target level, (viii) 21,386,614 shares of Parent Common Stock reserved for issuance of new awards under the Parent Share Plans, and (ix) 8,654,762 shares of Parent Common Stock reserved for issuance under the Parent ESPP. All outstanding shares of Parent Common Stock are, and all such shares that may be issued prior to the First Effective Time will be, when issued, duly authorized and validly issued as fully paid and nonassessable, and are not subject to and were not issued in violation of any preemptive or similar right, purchase option, call or right of first refusal or similar right.

(b) Except as set forth in Section 4.2(a) or as required by the terms of the Parent Benefit Plans, as of the date of this Agreement, (i) Parent does not have any shares of its capital stock issued or outstanding, other than shares of Parent Common Stock that have become outstanding after July 24, 2025, which were reserved for issuance as of July 24, 2025 as set forth in Section 4.2(a), and (ii) there are no outstanding subscriptions, options, warrants, calls, convertible securities or other similar rights, agreements or commitments relating to the issuance of capital stock of Parent or any of Parent's Subsidiaries to which Parent or any of Parent's Subsidiaries is a party obligating Parent or any of Parent's Subsidiaries to (A) issue, transfer or sell any shares of capital stock of Parent or any of Parent's Subsidiaries or securities convertible into, exercisable for or exchangeable for such shares, (B) grant, extend or enter into any such subscription, option, warrant, call, convertible securities or other similar right, agreement or arrangement, or (C) redeem or otherwise acquire any such shares of capital stock.

(c) Neither Parent nor any of its Subsidiaries has outstanding bonds, debentures, notes or other similar obligations, the holders of which have the right to vote (or which are convertible into, exercisable for or exchangeable for securities having the right to vote) with the shareholders of Parent on any matter.

(d) There are no voting trusts or other agreements or understandings to which Parent or any of its Subsidiaries is a party with respect to the voting of shares of Parent Common Stock or other capital stock of Parent or any of Parent's Subsidiaries.

Section 4.3 Corporate Authority Relative to This Agreement; Consents and Approvals; No Violation.

(a) Each of Parent and the Merger Subs has all requisite power and authority to enter into this Agreement and, subject to receipt of the Parent Shareholder Approval, to perform its obligations hereunder and to consummate the transactions contemplated hereby. Except for (i) the Parent Shareholder Approval, (ii) the adoption and approval of this Agreement by Parent, as the sole shareholder of the Merger Subs (which such

adoption and approval shall occur immediately following the execution of this Agreement) and (iii) the filing of the First Articles of Merger and the Second Articles of Merger with the SCC, no other proceedings on the part of Parent or either Merger Sub are necessary to authorize the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by Parent and each Merger Sub and, assuming this Agreement constitutes the valid and binding agreement of the Company, this Agreement constitutes the valid and binding agreement of Parent and each Merger Sub, enforceable against each of Parent and each Merger Sub in accordance with its terms, subject to the Enforceability Exceptions.

(b) (i) The Parent Board at a duly called and held meeting has unanimously (A) determined that it is in the best interests of Parent to enter into this Agreement, (B) approved, and declared advisable, the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, including the Mergers, and (C) resolved to recommend that the holders of shares of Parent Common Stock approve the Parent Share Issuance (the "Parent Recommendation") and directed that such matter be submitted for consideration of the shareholders of Parent at the Parent Shareholder Meeting; (ii) the board of directors of Merger Sub 1 has unanimously (A) determined that it is in the best interests of Merger Sub 1 and its sole shareholder, and declared it advisable, to enter into this Agreement, (B) approved the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, including the Mergers, and (C) resolved to recommend that the sole shareholder of Merger Sub 1 adopt this Agreement and directed that such matter be submitted for consideration of the sole shareholder of Merger Sub 1; and (iii) Parent, in its capacity as the sole member of Merger Sub 2, has unanimously (A) determined that it is in the best interests of Merger Sub 2 and its sole member, and declared it advisable, to enter into this Agreement, (B) approved the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, including the Mergers, and (C) adopted this Agreement.

(c) The execution, delivery and performance by Parent and each Merger Sub of this Agreement and the consummation of the Mergers and the other transactions contemplated hereby by Parent and each Merger Sub do not and will not require Parent, either Merger Sub or any of their Subsidiaries to procure, make or provide prior to the Closing Date any consent, approval, authorization or permit of, action by, filing with or notification to any Governmental Entity, other than (i) the filing of the First Articles of Merger and the Second Articles of Merger with the SCC, and the issuance of the First Certificate of Merger and the Second Certificate of Merger by the SCC, (ii) the STB Approval, (iii) authorizations from, or such other actions as are required to be made with or obtained from the FCC, (iv) compliance with any applicable requirements of any applicable Antitrust Laws, (v) the CNA Approval, (vi) compliance with the applicable requirements of the Securities Act and the Exchange Act, including the filing with the SEC of the Registration Statement (including the Proxy Statement/Prospectus), (vii) compliance with the rules and regulations of the NYSE, (viii) compliance with any applicable foreign or state securities or blue sky laws and (ix) the other consents and/or notices set forth on Section 4.3(c) of the Parent Disclosure Schedules (clauses (i) through (ix), collectively, the "Parent Approvals"), and other than any consent, approval, authorization, permit, action, filing or notification the failure of which to make or obtain would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect.

(d) Assuming compliance with the matters referenced in Section 4.3(c) and receipt of the Parent Approvals and the Parent Shareholder Approval, the execution, delivery and performance by Parent and each Merger Sub of this Agreement and the consummation by Parent and each Merger Sub of the Mergers and the other transactions contemplated hereby, do not and will not (i) contravene or conflict with the Organizational Documents of Parent or any of its Subsidiaries, (ii) contravene or conflict with or constitute a violation of any provision of any Law binding on or applicable to Parent or any of its Subsidiaries or any of their respective properties or assets, or (iii) result in any violation of, or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of any obligation or to the loss of a benefit or payment of penalty under or the creation of a Lien on any of the assets of Parent or any of its Subsidiaries pursuant to any Contract, instrument, permit, concession, franchise, right or license binding on Parent or any of its Subsidiaries, other than, in the case of clauses (ii) and (iii), any such contravention, conflict,

violation, default, termination, cancellation, acceleration, right, loss, penalty or Lien that would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect.

Section 4.4 Reports and Financial Statements.

(a) Parent has filed or furnished, on a timely basis, all forms, statements, certifications, documents and reports required to be filed or furnished by it with the SEC pursuant to the Exchange Act or the Securities Act since December 31, 2022 (the forms, statements, certifications, documents and reports so filed or furnished by Parent and those filed or furnished to the SEC subsequent to the date of this Agreement, including any amendments thereto, the "Parent SEC Documents"), each of which, in each case as of its date, or, if amended, as finally amended prior to the date of this Agreement, complied, or if not yet filed or furnished, will comply, in all material respects with the applicable requirements of the Securities Act, the Exchange Act, and the Sarbanes-Oxley Act, as the case may be, and no Parent SEC Document as of its date (or, if amended or superseded by a filing prior to the date of this Agreement, as of the date of such amended or superseding filing) contained, and no Parent SEC Documents filed with or furnished to the SEC subsequent to the date of this Agreement will contain, any untrue statement of a material fact or omitted or will omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

(b) Parent is in compliance in all material respects with the applicable listing and corporate governance rules and regulations of the NYSE. Except as permitted by the Exchange Act, including Sections 13(k)(2) and 13(k)(3) thereunder, or the rules and regulations promulgated by the SEC, since December 31, 2022, neither Parent nor any of its Affiliates has made, arranged or modified (in any material way) any extensions of credit in the form of a personal loan to any executive officer or director of Parent.

(c) The consolidated financial statements (including all related notes and schedules) of Parent included in the Parent SEC Documents (or, if any such Parent SEC Document is amended or superseded by a filing prior to the date of this Agreement, such amended or superseding Parent SEC Document) fairly presented in all material respects the consolidated financial position of Parent and its consolidated Subsidiaries, as at the respective dates thereof, and the consolidated results of their operations and their consolidated cash flows for the respective periods then ended (subject, in the case of the unaudited statements, to normal year-end audit adjustments and to any other adjustments described therein, including the notes thereto) and were prepared in all material respects in conformity with GAAP (except, in the case of the unaudited financial statements, as permitted by the SEC) applied on a consistent basis during the periods involved (except as may be indicated therein or in the notes thereto).

Section 4.5 Internal Controls and Procedures.

(a) Parent has established and maintains disclosure controls and procedures as required by Rule 13a-15 or 15d-15 under the Exchange Act. Such disclosure controls and procedures are effective in providing reasonable assurance that all information required to be disclosed by Parent is recorded and reported on a timely basis to the individuals responsible for the preparation of Parent's filings with the SEC and other public disclosure documents.

(b) Parent maintains a system of internal controls over financial reporting (as defined in Rule 13a-15 or 15d-15 under the Exchange Act) that is effective in providing reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP and includes policies and procedures that (i) pertain to the maintenance of records that in reasonable detail accurately and fairly reflect the transactions and dispositions of the assets of Parent in all material respects, (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with GAAP and to maintain accountability for assets, that access to assets is permitted only in accordance with authorizations of management and directors of Parent and that receipts and expenditures of Parent are being made only in accordance with authorizations of management and directors of Parent, and

(iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of Parent's assets that could have a material effect on its financial statements. The records, systems, controls, data and information of Parent and its Subsidiaries that are used in the systems of disclosure controls and procedures and of financial reporting controls and procedures described above are recorded, stored, maintained and operated under means that are under the exclusive ownership and direct control of Parent or a wholly owned Subsidiary of Parent or its accountants, except as would not reasonably be expected to adversely affect or disrupt, in any material respect, the Company's systems of disclosure controls and procedures and of financial reporting controls and procedures or the reports generated thereby.

(c) Parent's management has completed an assessment of the effectiveness of Parent's internal controls over financial reporting pursuant to Section 404 of the Sarbanes-Oxley Act for the year ended December 31, 2024, and such assessment concluded that such controls were effective. Parent has disclosed, based on its most recent evaluation of its internal controls prior to the date of this Agreement, to Parent's auditors and the audit committee of the Parent Board, (i) any significant deficiencies and material weaknesses in the design or operation of internal controls over financial reporting that are reasonably likely to adversely affect Parent's ability to record, process, summarize and report financial information and (ii) any fraud, whether or not material, that involves management or other employees who have a significant role in internal control over financial reporting. As of the date of its most recent audited financial statements, neither Parent nor its auditors had identified any significant deficiencies or material weaknesses in its internal controls over financial reporting and, as of the date of this Agreement, to the Knowledge of Parent, nothing has come to its attention that has caused it to believe that there are any material weaknesses or significant deficiencies in such internal controls. To the Knowledge of Parent, since December 31, 2022, no material complaints from any source regarding accounting, internal accounting controls or auditing matters, and no concerns from Parent employees regarding questionable accounting or auditing matters, have been received by Parent. To the Knowledge of Parent, since December 31, 2022, no attorney representing Parent or any of its Subsidiaries, whether or not employed by Parent or any of its Subsidiaries, has reported evidence of a violation of securities Laws, breach of fiduciary duty or similar violation by Parent or any of its officers, directors, employees or agents to Parent's chief legal officer, audit committee (or other committee designated for the purpose) of the Parent Board pursuant to the rules adopted pursuant to Section 307 of the Sarbanes-Oxley Act or any Parent policy contemplating such reporting, including in instances not required by those rules.

Section 4.6 No Undisclosed Liabilities. Except (a) as disclosed, reflected or reserved against in the audited consolidated balance sheet of Parent and its Subsidiaries as of December 31, 2024, and the footnotes to such consolidated balance sheet, in each case set forth in Parent's report on Form 10-K for the fiscal year ended December 31, 2024, (b) as expressly permitted or contemplated by this Agreement, (c) for liabilities or obligations that have been discharged or paid in full, (d) for liabilities arising in connection with obligations under any existing Contract (except to the extent such liabilities arose or resulted from a breach or a default of or under such Contract), (e) for liabilities and obligations incurred in the Ordinary Course of Business since December 31, 2024 (the "Parent Balance Sheet Date"), or (f) as would not have, individually or in the aggregate, a Parent Material Adverse Effect, neither Parent nor any Subsidiary of Parent has any liabilities or obligations, whether or not accrued, contingent or otherwise.

Section 4.7 Compliance with Law; Permits.

(a) Parent and its Subsidiaries have been, since December 31, 2022, in compliance with and not in default under or in violation of any Law applicable to Parent and its Subsidiaries, except where such non-compliance, default or violation would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect.

(b) Parent and its Subsidiaries are in possession of all Permits necessary for Parent and Parent's Subsidiaries to own, lease and operate their properties and assets or to carry on their businesses as they are now being conducted (such Permits, the "Parent Permits"), except where the failure to have any of the Parent Permits

would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect. All Parent Permits are in full force and effect and are not subject to any administrative or judicial proceeding that would reasonably be expected to result in modification, termination or revocation thereof, and Parent and each of its Subsidiaries is in compliance with the terms and requirements of such Parent Permit, except where the failure to be in full force and effect or in compliance or where such proceeding would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect.

(c) Neither Parent nor any of its Subsidiaries has received any written notice that Parent or its Subsidiaries is in violation of any Law applicable to Parent or any of its Subsidiaries or any Permit, except for such violations that would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect. There are no Actions pending, threatened in writing or, to the Knowledge of Parent, otherwise threatened, that would reasonably be expected to result in the revocation, withdrawal, suspension, non-renewal, termination, revocation, or adverse modification or limitation of any such Permit, except as would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect.

Section 4.8 Environmental Laws and Regulations. Except as would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect: (i) Parent and its Subsidiaries are and, except for matters which have been resolved, have been in compliance with all applicable Environmental Laws; (ii) neither Parent nor any of its Subsidiaries has received any written notices, demand letters or written requests for information from any Governmental Entity alleging that Parent or any of its Subsidiaries is in violation of or has liability under any Environmental Law and there are no legal, administrative, arbitral or other proceedings, claims or actions pending, or to the Knowledge of Parent threatened, against Parent or any of its Subsidiaries alleging any violation of or liability relating to any Environmental Law, in each case other than with respect to matters that have been resolved; (iii) there has been no treatment, storage or release of any Hazardous Substance in violation of or as could reasonably be expected to result in liability under any applicable Environmental Law; and (iv) neither Parent nor any Subsidiary is subject to any agreement, order, judgment, or decree by or with any Governmental Entity or other third party imposing any liability or obligation relating to any Environmental Law.

Section 4.9 Employee Benefit Plans.

(a) Parent has made available to the Company, with respect to each material Parent Benefit Plan, each writing constituting a part of such Parent Benefit Plan, including all amendments thereto.

(b) Except as would not have, individually or in the aggregate, a Parent Material Adverse Effect: (i) each Parent Benefit Plan (including any related trusts) has been maintained and administered in compliance with its terms and with applicable Law, including ERISA and the Code to the extent applicable thereto; (ii) each Parent Benefit Plan intended to be "qualified" within the meaning of Section 401(a) of the Code has received a favorable determination letter from the Internal Revenue Service or is entitled to rely on a favorable opinion issued by the Internal Revenue Service; (iii) no employee benefit plan of Parent or its Subsidiaries is a Multiemployer Plan or a plan subject to Title IV of ERISA that has two (2) or more contributing sponsors, at least two (2) of whom are not under common control; (iv) all contributions or other amounts payable by Parent or any of its Subsidiaries with respect to each Parent Benefit Plan in respect of current or prior plan years have been paid or accrued in accordance with GAAP; and (v) there are no pending, threatened or, to the Knowledge of Parent, anticipated claims (other than claims for benefits in accordance with the terms of the Parent Benefit Plans) by, on behalf of or against any of the Parent Benefit Plans or any trusts related thereto.

(c) With respect to any Multiemployer Plan contributed to by Parent or any ERISA Affiliate, neither Parent nor any ERISA Affiliate has incurred any withdrawal liability under Title IV of ERISA which remains unsatisfied as to an amount that would reasonably be expected to result in, individually or in the aggregate, material liability to Parent and its Subsidiaries, taken as a whole.

(d) Except as provided in this Agreement or required by applicable Law, the consummation of the transactions contemplated by this Agreement will not, either alone or in combination with another event,

(i) entitle any current or former employee, director or other individual service provider of Parent or any of its Subsidiaries to severance pay, or any other payment from Parent or its Subsidiaries, (ii) accelerate the time of payment or vesting, or increase the amount of, compensation due to any such employee, director or other individual service provider, (iii) directly or indirectly cause Parent or its Subsidiaries to transfer or set aside any assets to fund any payments or benefits under any Parent Benefit Plan or (iv) limit or restrict the right to merge, materially amend, terminate or transfer the assets of any Parent Benefit Plan on or following the First Effective Time.

(e) The execution and delivery of this Agreement, shareholder or other approval of this Agreement or the consummation of the transactions contemplated by this Agreement would not, either alone or in combination with another event, result in the payment of any "excess parachute payment" as defined Section 280G(b)(1) of the Code.

(f) Parent is not a party to nor does it have any obligation under any Parent Benefit Plan to compensate, indemnify or reimburse any person for excise Taxes payable pursuant to Section 4999 of the Code or for additional Taxes payable pursuant to Section 409A of the Code.

Section 4.10 Labor Matters.

(a) Parent and its Subsidiaries are in compliance with their obligations pursuant to all notification and bargaining obligations arising under any Parent Labor Agreements, except as would not have, individually or in the aggregate, a Parent Material Adverse Effect.

(b) Except as would not reasonably be expected to result in, individually or in the aggregate, material liability to Parent and its Subsidiaries, taken as a whole, as of the date of this Agreement, (i) there are no strikes or lockouts with respect to any employees of Parent or any of its Subsidiaries; (ii) to the Knowledge of Parent, there is no union organizing effort pending or threatened against Parent or any of its Subsidiaries; (iii) there is no labor dispute or labor arbitration proceeding pending or, to the Knowledge of Parent, threatened against Parent or any of its Subsidiaries (other than, in each case, routine grievances, including those brought by unions or other collectively represented employees, to be heard by the applicable Governmental Entity); and (iv) there is no slowdown, or work stoppage in effect or, to the Knowledge of Parent, threatened with respect to employees of Parent or any of its Subsidiaries.

(c) Except as would not have, individually or in the aggregate, a Parent Material Adverse Effect, since December 31, 2022, Parent and its Subsidiaries have complied with all applicable Laws with respect to employment and employment practices (including all applicable Laws, rules and regulations regarding wage and hour requirements, employee and worker classification, immigration status, discrimination in employment, harassment, employee health and safety, and collective bargaining).

(d) The consent or consultation of, or the rendering of formal advice by, any labor or trade union, works council or similar organization is not required for Parent to enter into this Agreement or to consummate any of the transactions contemplated hereby other than any consent, consultation or formal advice, the failure of which to obtain or, in the case of consultation, engage in, would not delay or prevent the consummation of the transactions contemplated by this Agreement or otherwise reasonably be expected to result in, individually or in the aggregate, material liability to Parent and its Subsidiaries, taken as a whole as of the date of this Agreement.

Section 4.11 Absence of Certain Changes or Events.

(a) Since the Parent Balance Sheet Date through the date of this Agreement, there has not been any event, change, occurrence or development that has had or would reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect.

(b) From the Parent Balance Sheet Date through the date of this Agreement, Parent and its Subsidiaries have conducted their respective businesses in all material respects in the Ordinary Course of Business.

Section 4.12 Investigations; Litigation. Except as would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect, as of the date of this Agreement, (a) to the Knowledge of Parent, there is no investigation or review pending or threatened by any Governmental Entity with respect to Parent or any of its Subsidiaries; and (b) there are no Actions pending (or, to the Knowledge of Parent, threatened) against or affecting Parent or any of Parent's Subsidiaries or any of their respective assets or properties at law or in equity before, and there are no Orders of any Governmental Entity against or affecting Parent or any of Parent's Subsidiaries or any of their respective assets or properties.

Section 4.13 Parent Information. The information supplied or to be supplied by Parent for inclusion in the (i) Proxy Statement/Prospectus or (ii) the Registration Statement will not, (x) at the time the Proxy Statement/Prospectus is first mailed to each of the Company's shareholders and Parent's shareholders, (y) at the time of each of the Company Shareholder Meeting and the Parent Shareholder Meeting (or, in each case, any adjournment or postponement thereof), or (z) at the time the Registration Statement (and any amendment or supplement thereto) is filed with the SEC or declared effective, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading; provided that no representation or warranty is made by Parent with respect to statements made therein based on information supplied by the Company for inclusion or incorporation by reference therein.

Section 4.14 Tax Matters.

(a) Except as would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect:

(i) Parent and each of its Subsidiaries have timely filed all Tax Returns required to be filed (taking into account any extensions of time within which to file such Tax Returns), and all such filed Tax Returns were complete and correct, and Parent and each of its Subsidiaries have paid all Taxes, whether or not shown to be due on such Tax Returns, or have established an adequate reserve therefor in accordance with GAAP;

(ii) there are no current audits, examinations or other proceedings pending, or to Parent's Knowledge, threatened in respect of any Taxes of Parent or any of its Subsidiaries;

(iii) none of Parent or any of its Subsidiaries has granted any extension or waiver of the limitation period applicable to the assessment or collection of any Tax;

(iv) there are no Liens for Taxes upon any property or assets of Parent or any of its Subsidiaries, except for Permitted Liens;

(v) none of Parent or any of its Subsidiaries (i) is or has been a member of an affiliated, consolidated, combined, unitary or similar group for purposes of filing Tax Returns or paying Taxes (other than a group the common parent of which is or was Parent or any of its Subsidiaries), (ii) is party to any Tax sharing, Tax allocation or Tax indemnity agreement or similar contract or arrangement, in each case with any third party (other than customary Tax indemnification provisions in commercial agreements or arrangements, in each case not primarily relating to Taxes, or any agreement solely between or among Parent or any of its Subsidiaries) or (iii) has any liability for Taxes of any Person (other than Parent or any of its Subsidiaries) arising from the application of Treasury Regulations Section 1.1502-6 or any analogous provision of applicable state, local or foreign Law or as a transferee or successor;

(vi) none of Parent or any of its Subsidiaries has participated in any "listed transaction" within the meaning of Section 6011 of the Code and the regulations thereunder; and

(vii) in the last three (3) years, none of Parent or any of its Subsidiaries has distributed stock of another Person or has had its stock distributed by another Person in a transaction that was purported or intended to be governed in whole or in part by Section 355 of the Code.

(b) As of the date hereof, none of Parent or any of its Subsidiaries has taken or agreed to take any action or knows of the existence of any fact or circumstance that could reasonably be expected to prevent or impede the Mergers, taken together, from qualifying as a "reorganization" within the meaning of Section 368(a) of the Code.

Section 4.15 Opinion of Financial Advisor. The Parent Board has received the opinion of each of Morgan Stanley & Co. LLC and Wells Fargo Securities, LLC to the effect that, as of the date of such opinion and based upon and subject to the assumptions, limitations, qualifications and other matters set forth therein, the Merger Consideration to be paid to the holders of Company Common Stock in the First Merger pursuant to this Agreement is fair, from a financial point of view, to Parent.

Section 4.16 Financing.

(a) Parent will have available to it at the Closing cash in an amount sufficient for the satisfaction of all of Parent's obligations under this Agreement, including the payment of the Cash Consideration and any fees and expenses of or payable by Parent or Merger Subs or Parent's other Affiliates on the Closing Date, and for any repayment or refinancing on the Closing Date of any outstanding indebtedness of the Company and/or its Subsidiaries contemplated by, or undertaken in connection with the transactions described in, this Agreement (such amounts, collectively, the "Financing Amounts").

(b) Parent and Merger Subs expressly acknowledge and agree that their obligations under this Agreement to consummate the Mergers or any of the other transactions contemplated by this Agreement, are not subject to, or conditioned on, the receipt or availability of any funds or the Debt Financing.

Section 4.17 Capitalization of Merger Subs. The authorized capital stock of Merger Sub 1 consists of 1,000 shares of common stock, no par value, all of which are validly issued and outstanding. All of the issued and outstanding equity interests of Merger Sub 2 is as of the date of this Agreement, and at all times through the Second Effective Time will be, owned directly by Parent; and all of the issued and outstanding capital stock of Merger Sub 1 is as of the date of this Agreement, and at all times until immediately prior to the First Effective Time will be, owned directly by Parent. There is no outstanding option, warrant, right or any other agreement pursuant to which any Person other than Parent may acquire any equity securities of either Merger Sub. Neither Merger Sub has conducted any business prior to the date of this Agreement, and prior to the First Effective Time (in the case of Merger Sub 1) or the Second Effective Time (in the case of Merger Sub 2) will have, any assets, liabilities or obligations of any nature other than those incident to its formation and pursuant to this Agreement and the Mergers and the other transactions contemplated by this Agreement.

Section 4.18 Required Vote of Parent Shareholders. The affirmative vote of a majority of the votes cast by the holders of outstanding shares of Parent Common Stock represented in person or by proxy and entitled to vote on such matter in favor of the approval of the Parent Share Issuance at the Parent Shareholder Meeting, or any adjournment or postponement thereof, in accordance with the rules and policies of the NYSE (the "Parent Shareholder Approval") is the only vote of holders of securities of Parent that is required to approve this Agreement and the transactions contemplated hereby, including the Mergers.

Section 4.19 Finders or Brokers. Parent has not employed any broker or finder or incurred any liability for any brokerage fees, commissions or finders' fees in connection with the Mergers, except that Parent has engaged Morgan Stanley & Co. LLC and Wells Fargo Securities, LLC as its financial advisors.

Section 4.20 Ownership of Common Stock. None of Parent, either Merger Sub or any of their respective Subsidiaries or Affiliates beneficially owns, directly or indirectly (including pursuant to a derivatives contract), any shares of Company Common Stock or other securities convertible into, exchangeable for or exercisable for shares of Company Common Stock or any securities of any Subsidiary of the Company, and none of Parent, either Merger Sub or any of their respective Subsidiaries or Affiliates has any rights to acquire, directly or indirectly, any shares of Company Common Stock, except pursuant to this Agreement.

Section 4.21 No Other Representations or Warranties; No Reliance. Each of Parent and the Merger Subs acknowledges and agrees that, except for the representations and warranties contained in Article 3, none of the Company or any other Person acting on behalf of the Company has made or makes, and neither Parent nor either Merger Sub has relied on, any representation or warranty, whether express or implied, with respect to the Company, its Subsidiaries or their respective businesses, affairs, assets, liabilities, financial condition, results of operations, future operating or financial results, estimates, projections, forecasts, plans or prospects (including the reasonableness of the assumptions underlying such estimates, projections, forecasts, plans or prospects) or with respect to the accuracy or completeness of any other information provided or made available to Parent, either Merger Sub or any of their respective representatives by or on behalf of the Company. Each of Parent and the Merger Subs acknowledges and agrees that neither the Company nor any other Person acting on behalf of the Company has made or makes, and neither Parent nor either Merger Sub has relied on, any representation or warranty, whether express or implied, with respect to any projections, forecasts, estimates or budgets made available to Parent, either Merger Sub or any of their respective representatives of future revenues, future results of operations (or any component thereof), future cash flows or future financial condition (or any component thereof) of the Company or any of its Subsidiaries. Each of Parent and the Merger Subs acknowledges and agrees that neither the Company nor any other Person acting on behalf of the Company has made or makes, and neither Parent nor either Merger Sub has relied on, any representation or warranty, whether express or implied, with respect to the Company.

ARTICLE 5

COVENANTS AND AGREEMENTS

Section 5.1 Conduct of Business by the Company.

(a) From and after the date of this Agreement and prior to earlier of the First Effective Time and the date, if any, on which this Agreement is earlier terminated pursuant to Section 7.1 (the "Termination Date"), except (i) as may be required by applicable Law, (ii) as may be agreed in writing by Parent (which consent shall not be unreasonably withheld, delayed or conditioned), (iii) as may be expressly permitted or required by this Agreement, (iv) if, within the first seventy-two (72) hours immediately following the occurrence of an Emergency, and following consultation with Parent (if practicable under the circumstances), (A) action is taken (or omitted), in each case, in a reasonably prudent manner, in response to such an Emergency (provided that the Company shall have reasonably consulted with Parent throughout such period), and (B) such action (or omission to act) is not reasonably expected to result in or give rise to costs, expenses, fines, losses, damages or liabilities (collectively, "Losses") in an amount equal to or greater than as set forth on Section 5.1(a) of the Company Disclosure Schedules (the "Emergency Expense Threshold"), or (v) as set forth in Section 5.1(a) of the Company Disclosure Schedules, the Company shall, and shall cause its Subsidiaries to, use its reasonable best efforts to conduct its business in the Ordinary Course of Business, and use its commercially reasonable efforts to preserve intact its business organization and maintain existing relationships and goodwill with Governmental Entities, customers, suppliers, licensors, licensees, creditors, lessors, distributors, employees, contractors and business associates; provided, that no action by the Company or its Subsidiaries with respect to matters specifically addressed by any provision of Section 5.1(b) shall be deemed a breach of this sentence unless such action would constitute a breach of such other provision; provided further that, with respect to foregoing clause (iv), any such action or omission to act that is reasonably expected to result in or give rise to Losses equal to or in excess of the Emergency Expense Threshold shall require the prior written consent by Parent in accordance with this Section 5.1 unless such action or omission is otherwise permitted under this Section 5.1.

(b) Without limiting the generality of, and in furtherance of, the foregoing, from and after the date of this Agreement and prior to the earlier of the First Effective Time and the Termination Date, except (1) as may be required by applicable Law, (2) as may be agreed in writing by Parent (which consent shall not be unreasonably withheld, delayed or conditioned), (3) as may be expressly permitted or required by this

Agreement, (4) if, within the first seventy-two (72) hours immediately following the occurrence of an Emergency, and following consultation with Parent (if practicable under the circumstances), (A) action is taken (or omitted), in each case, in a reasonably prudent manner, in response to such an Emergency (provided that the Company shall have reasonably consulted with Parent throughout such period), and (B) such action (or omission to act) is not reasonably expected to result in or give rise to Losses in an amount equal to or greater than the Emergency Expense Threshold; provided that, with respect to foregoing clause (4), any such action or omission to act that is reasonably expected to result in or give rise to Losses equal to or greater than the Emergency Expense Threshold shall require the prior written consent by Parent in accordance with this Section 5.1 unless such action or omission is otherwise permitted under this Section 5.1; or (5) as set forth in Section 5.1(b) of the Company Disclosure Schedules, the Company:

(i) shall not, and shall not permit any of its Subsidiaries that is not wholly owned to, authorize or pay any dividends on or make any distribution with respect to its outstanding shares of capital stock (whether in cash, assets, stock or other securities of the Company or its Subsidiaries), except (A) quarterly cash dividends paid by the Company on the outstanding shares of Company Common Stock and outstanding Company Equity Awards in the Ordinary Course of Business, in each case subject to the limitations set forth on Section 5.1(b)(i) of the Company Disclosure Schedules, appropriately adjusted to reflect any stock dividends, subdivisions, splits, combinations or other similar events relating to the shares of Company Common Stock, (B) dividends and distributions paid by Subsidiaries of the Company to the Company, or to any of the Company's other wholly owned Subsidiaries and (C) dividends or distributions required by the Organizational Documents of any Subsidiary or joint venture of the Company;

(ii) shall not, and shall not permit any of its Subsidiaries to, split, combine or reclassify any of its capital stock or issue or authorize or propose the issuance of any other securities in respect of, in lieu of or in substitution for shares of its capital stock, except (a) as may be permitted by Section 5.1(b)(vii) or (b) for any such transaction by a wholly owned Subsidiary of the Company that remains a wholly owned Subsidiary after consummation of such transaction;

(iii) shall not, and shall not permit any of its Subsidiaries to (A) hire any employee at the level of vice president or above or engage any independent contractor (who is a natural person) with a total annual compensation of more than $500,000 or (B) terminate the employment of any employee of the Company or any of its Subsidiaries at the level of vice president or above (other than for cause);

(iv) except as required pursuant to the terms of any Company Benefit Plan as in effect as of the date of this Agreement or as required pursuant to any Company Labor Agreement, shall not, and shall not permit any of its Subsidiaries to (A) grant (or promise to grant) any transaction, change in control or retention bonuses or any right to receive any transaction, change in control, retention or severance or similar compensation or benefits or increases therein, (B) grant any Company Equity Awards or other equity or long-term incentive compensation awards, (C) increase the compensation or other benefits payable or provided to any current or former director, employee or other individual service provider, (D) establish, adopt, enter into, amend or terminate any Company Benefit Plan, (E) accelerate the vesting or payment of any compensation or benefits of any current or former officer, director, employee or other individual service provider or (F) provide any funding for any rabbi trust or similar arrangement, or take any other action to fund or secure the payment of any compensation or benefit;

(v) shall not, and shall not permit any of its Subsidiaries to, materially change financial accounting policies or procedures or any of its methods of reporting income, deductions or other material items for financial accounting purposes, except as required by GAAP or applicable Law;

(vi) shall not adopt any amendments to the Organizational Documents of the Company or any of its Significant Subsidiaries (other than amendments solely to effect ministerial changes to such documents);

(vii) except for transactions among the Company and its wholly owned Subsidiaries or among the Company's wholly owned Subsidiaries, shall not, and shall not permit any of its Subsidiaries to, issue, sell, pledge, dispose of or encumber, or authorize the issuance, sale, pledge, disposition or encumbrance of, any

shares of its capital stock or other ownership interests in any Subsidiaries of the Company or any securities convertible into, exercisable for or exchangeable for any such shares or ownership interests or take any action to cause to be vested any otherwise unvested Company Equity Award (except as otherwise provided by the terms of this Agreement or the express terms of any such Company Equity Award), other than (A) issuances of shares of Company Common Stock in respect of any exercise of or settlement of Company Equity Awards outstanding on the date of this Agreement or as may be granted after the date of this Agreement as permitted under this Section 5.1(b), or (B) pursuant to existing agreements in effect prior to the execution of this Agreement (or refinancings thereof permitted pursuant to Section 5.1(b)(ix)(D));

(viii) except for transactions among the Company and its Subsidiaries or among the Company's wholly owned Subsidiaries, shall not, and shall not permit any of its Subsidiaries to, purchase, redeem or otherwise acquire any shares of its capital stock or any rights, warrants or options to acquire any such shares, other than the acquisition of shares of Company Common Stock from a holder of Company Equity Awards in satisfaction of withholding obligations or in payment of the exercise price;

(ix) shall not, and shall not permit any of its Subsidiaries to, incur, assume, or guarantee, any indebtedness for borrowed money, except for (A) any borrowings in the Ordinary Course of Business that do not exceed $100 million, (B) any indebtedness among the Company and its wholly owned Subsidiaries or among the Company's wholly owned Subsidiaries, (C) any indebtedness incurred to replace, renew, extend, refinance or refund any existing indebtedness of the Company or its Subsidiaries (including indebtedness incurred to repay or refinance related fees, expenses, premiums and accrued interest), in each case, without increases to the outstanding principal amount of the initial indebtedness (other than as a result of the reasonable costs and expenses in connection with such replacement, renewal, extension, refinancing or refunding), (D) guarantees or credit support provided by the Company or any of its Subsidiaries for indebtedness of the Company or any of its wholly owned Subsidiaries to the extent such indebtedness, is (1) in existence on the date of this Agreement or (2) incurred in compliance with this Section 5.1(b)(ix) and, (E) indebtedness incurred pursuant to the Company Existing Indebtedness (or any replacements, renewals, extensions, or refinancings thereof; provided that such replacement, renewal, extension or refinancing does not increase the initial principal amount of such indebtedness, other than as a result of the reasonable costs and expenses in connection with such replacement, renewal, extension or refinancing);

(x) shall not, and shall not permit any of its Subsidiaries to make any loans, advances, guarantees or capital contributions to or investments in any Person (other than between the Company or any of its wholly owned Subsidiaries, on the one hand, and any of the Company's wholly owned Subsidiaries, on the other hand) outside the Ordinary Course of Business in excess of $25 million individually or $50 million in the aggregate in any calendar year, except in each case as required under the Organizational Documents of any Subsidiary or joint venture;

(xi) shall not, and shall not permit any of its Subsidiaries to, sell, lease, license, transfer, exchange or swap, or subject to any Lien (other than Permitted Liens), or otherwise dispose of, any material portion of its businesses, properties or assets, including the capital stock of its Subsidiaries but excluding Intellectual Property, other than in the Ordinary Course of Business and except (A) pursuant to existing agreements in effect prior to the execution of this Agreement (or refinancings thereof permitted pursuant to Section 5.1(b)(ix)(B)), (B) transactions among the Company and its Subsidiaries or among the Company's Subsidiaries, or (C) for consideration not in excess of $50 million individually or $100 million in the aggregate in any calendar year;

(xii) shall not, and shall not permit any of its Subsidiaries to, in each case, outside of the Ordinary Course of Business, (A) amend or modify in any material respect, or terminate (where the determination is unilateral by the Company or its Subsidiary) any Company Material Contract (other than (x) amendments or modifications that are not adverse to the Company and its Subsidiaries in any material respect, (y) terminations upon the expiration of the term thereof in accordance with the terms thereof or (z) in connection with actions expressly permitted under Section 5.1(b)(ix) or Section 5.1(b) of the Company Disclosure Schedules) or waive, release or assign any material rights, claims or benefits under any Company

Material Contract, (B) enter into any Contract that would have been a Company Material Contract had it been entered into prior to the date of this Agreement, or renew or extend any Company Material Contract (other than in connection with actions expressly permitted under Section 5.1(b)(ix) or Section 5.1(b) of the Company Disclosure Schedules) (provided, for purposes of this Section 5.1(b), the definition of "Company Material Contract" shall be modified such that clause (xi) thereof only refers to any such Contract with a Company Top Customer or Company Top Supplier which Contract is material;

(xiii) shall not, and shall not permit any of its Subsidiaries to, acquire assets outside the Ordinary Course of Business (other than pursuant to any capital expenditures permitted by Section 5.1(b)(xv)) from any other Person with a fair market value or purchase price in excess of $50 million individually or $100 million in the aggregate (in any calendar year) in any transaction or series of related transactions, in each case, including any amounts or value reasonably expected to be paid in connection with a future earn-out, purchase price adjustment, release of "holdback" or similar contingent payment obligation, other than acquisitions of inventory or other goods in the Ordinary Course of Business;

(xiv) shall not, and shall not permit any of its Subsidiaries to, voluntarily settle, pay, discharge or satisfy any Action, or enter into any consent decree: (A) other than any Action that involves the payment of an amount not in excess of $25 million, individually, or $40 million in the aggregate arising from a single or series of related Actions, over the amount reflected or reserved against in the balance sheet (or the notes thereto) included in the Company SEC Documents relating to such Action or series of related Actions, or (B) that would result in (x) the imposition of any Order that would restrict the future activity or conduct of the Company or any of its Subsidiaries (excluding, for the avoidance of doubt, releases of claims, confidentiality and other immaterial obligations customarily included in monetary settlements) or (y) a finding or admission of a violation of Law;

(xv) shall (A) not, and shall not permit any of its Subsidiaries to, make or authorize any capital expenditures other than in the Ordinary Course of Business and in the aggregate not in excess of 10% of the amounts reflected in the Company's capital expenditure budget set forth on Section 5.1(b)(xv) of the Company Disclosure Schedules and (B) and shall cause its Subsidiaries to, use reasonable best efforts to make the capital expenditures as set forth on Section 5.1(b)(xv) of the Company Disclosure Schedules;

(xvi) shall not, and shall not permit any of its Subsidiaries to terminate or intentionally permit any material Company Permit to lapse, other than in accordance with the terms and regular expiration thereof, or fail to apply on a timely basis for any renewal of any renewable material Company Permit (excluding, in each case, any Company Permit that the Company, in its reasonable judgment, no longer believes to be material or necessary to the conduct of its businesses);

(xvii) shall not, and shall not permit any of its Subsidiaries to, adopt or enter into a plan of complete or partial liquidation, dissolution, restructuring, recapitalization or other reorganization of the Company or any of its Subsidiaries;

(xviii) shall not, and shall not permit any of its Subsidiaries to, enter into any material new line of business that is not either reasonably related to the existing business lines of the Company and its Subsidiaries or consistent with business lines into which similarly situated railroad companies have entered;

(xix) shall not (A) make (other than in the Ordinary Course of Business), change or revoke any material Tax election, (B) change any material method of Tax accounting or Tax accounting period, (C) file any materially amended material Tax Return, (D) settle or compromise any material Tax proceeding for an amount materially in excess of the amount reflected or reserved against in the balance sheet (or the notes thereto) included in the Company SEC Documents relating thereto or enter into any closing agreement within the meaning of Section 7121 of the Code (or any similar provision of state, local or non-U.S. Law) relating to any material Tax, (E) surrender any right to claim a material Tax refund or (F) agree to an extension or waiver of the statute of limitations with respect to the assessment of any material Tax without notifying Parent in writing reasonably promptly after entering into any such agreement;

(xx) shall not, and shall not permit any of its Subsidiaries to terminate or fail to exercise renewal rights with respect to any insurance policies of the Company and its Subsidiaries in a manner that would (after taking into account any replacement insurance policies) materially and adversely affect the overall insurance coverage of the Company and its Subsidiaries, taken as a whole;

(xxi) shall not, and shall not permit any of its Subsidiaries to sell, assign, transfer, license, mortgage, pledge, divest, or grant any Lien on any Company Intellectual Property material to the business of the Company and its Subsidiaries, taken as a whole, except for (A) non-exclusive licenses of Company Intellectual Property granted in the Ordinary Course of Business or that otherwise do not materially affect the operation of the Company's and its Subsidiaries' businesses and (B) Permitted Liens;

(xxii) shall not, and shall not permit any of its Subsidiaries to abandon or otherwise allow to lapse or expire any Registered Company Intellectual Property material to the business of the Company and its Subsidiaries, taken as a whole, other than lapses or expirations of any Registered Company Intellectual Property that is at the end of its maximum statutory term (with permitted renewals); and

(xxiii) shall not, and shall not permit any of its Subsidiaries to, agree, in writing or otherwise, to take any of the foregoing actions.

(c) Nothing contained in this Agreement shall give Parent or either Merger Sub, directly or indirectly, the right to control or direct the Company's or its Subsidiaries' operations prior to the First Effective Time. Prior to the First Effective Time, the Company shall exercise, consistent with the terms and conditions of this Agreement and subject to applicable Law, complete control and supervision over its and its Subsidiaries' operations.

Section 5.2 Conduct of Business by Parent.

(a) From and after the date of this Agreement and prior to the earlier of the First Effective Time and the Termination Date, except (i) as may be required by applicable Law, (ii) as may be agreed in writing by the Company (which consent shall not be unreasonably withheld, delayed or conditioned), (iii) as may be expressly permitted or required by this Agreement, (iv) to the extent action is reasonably taken (or reasonably omitted) in response to an Emergency, or (v) as set forth in Section 5.2(a) of the Parent Disclosure Schedules, Parent shall, and shall cause its Subsidiaries to, use its reasonable best efforts to conduct its business in the Ordinary Course of Business, and use its commercially reasonable efforts to preserve intact its business organization and maintain existing relationships and goodwill with Governmental Entities, customers, suppliers, licensors, licensees, creditors, lessors, distributors, employees, contractors and business associates; provided, that no action by Parent or its Subsidiaries with respect to matters specifically addressed by any provision of Section 5.2(b) shall be deemed a breach of this sentence unless such action would constitute a breach of such other provision.

(b) Without limiting the generality of, and in furtherance of, the foregoing, from and after the date of this Agreement and prior to the earlier of the First Effective Time and the Termination Date, except (1) as may be required by applicable Law, (2) as may be agreed in writing by the Company (which consent shall not be unreasonably withheld, delayed or conditioned), (3) as may be expressly permitted or required by this Agreement, (4) to the extent action is reasonably taken (or reasonably omitted) in response to an Emergency, or (5) as set forth in Section 5.2(b) of the Parent Disclosure Schedules, Parent:

(i) shall not, and shall not permit any of its Subsidiaries that is not wholly owned to, authorize or pay any dividends on or make any distribution with respect to its outstanding shares of capital stock (whether in cash, assets, stock or other securities of Parent or its Subsidiaries), except (A) quarterly cash dividends paid by Parent on the Parent Common Stock consistent with past practice, appropriately adjusted to reflect any stock dividends, subdivisions, splits, combinations or other similar events relating to the Parent Common Stock, (B) dividends and distributions paid by Subsidiaries of Parent to Parent or to any of Parent's other wholly owned Subsidiaries, and (C) dividends or distributions required by the Organizational Documents of any Subsidiary or joint venture of Parent;

(ii) shall not, and shall not permit any of its Subsidiaries to, split, combine or reclassify any of its capital stock or issue or authorize or propose the issuance of any other securities in respect of, in lieu of or in substitution for shares of its capital stock, except for any such transaction by a wholly owned Subsidiary of Parent that remains a wholly owned Subsidiary after consummation of such transaction;

(iii) shall not adopt any amendments to the Organizational Documents of Parent, other than amendments solely to effect ministerial changes to such documents;

(iv) except for transactions among Parent and its wholly owned Subsidiaries or among Parent's wholly owned Subsidiaries, shall not, and shall not permit any of its Subsidiaries to, issue, sell, pledge, dispose of or encumber, or authorize the issuance, sale, pledge, disposition or encumbrance of, any shares of its capital stock or other ownership interests in any Subsidiaries of Parent or any securities convertible into, exercisable for or exchangeable for any such shares or ownership interests or take any action to cause to be vested any otherwise unvested Parent Equity Award (except as otherwise provided by the terms of this Agreement or the express terms of any such Parent Equity Award), other than (A) issuances of shares of Parent Common Stock (x) in respect of any exercise of or settlement of Parent Equity Awards outstanding on the date of this Agreement, or (y) as may be granted after the date of this Agreement in the Ordinary Course of Business, (B) the grant of Parent Equity Awards or other equity compensation awards in the Ordinary Course of Business, (C) any Permitted Liens, (D) pursuant to existing agreements in effect prior to the execution of this Agreement or (E) pursuant to transactions not in excess of $50 million;

(v) shall not, and shall not permit any of its Subsidiaries to, adopt or enter into a plan of complete or partial liquidation, dissolution, merger, consolidation, restructuring, recapitalization or other reorganization of Parent or any of its Subsidiaries, except for any such transactions (A) between or among Parent's wholly owned Subsidiaries or (B) acquisitions not in excess of $50 million; and

(vi) shall not, and shall not permit any of its Subsidiaries to, agree, in writing or otherwise, to take any of the foregoing actions.

(c) Anything to the contrary set forth in this Agreement notwithstanding, between the date of this Agreement and the earlier of the First Effective Time and the Termination Date, Parent shall not, and shall cause its Affiliates not to, directly or indirectly (whether by business combination, merger, consolidation or otherwise), acquire, purchase, lease or license or otherwise enter into a transaction with (or agree or publicly propose to acquire, purchase, lease or license or otherwise enter into a transaction with) any business, corporation, partnership, association or other business organization or division or part thereof, or any securities or collection of assets, or take any other action (or omit to take any other action), if doing so could reasonably be expected to: (i) impose any material delay in the obtaining of, or materially increase the risk of not obtaining, any Consent of any Governmental Entity necessary to consummate the Mergers or any of the other transactions contemplated hereby or the expiration or termination of any applicable waiting period; (ii) materially increase the risk of any Governmental Entity entering an Order prohibiting the consummation of the Mergers or any of the other transactions contemplated hereby; (iii) materially increase the risk of not being able to remove any such Order on appeal or otherwise; or (iv) otherwise prevent or materially delay the consummation of the Mergers or any of the other transactions contemplated hereby (including any Debt Financing necessary in connection therewith).

Section 5.3 Access.

(a) Subject to compliance with applicable Laws, the Company shall and shall cause its Subsidiaries to afford to Parent and to its officers, employees, accountants, consultants, legal counsel, financial advisors and agents and other representatives (collectively, "Representatives") reasonable access, solely to the extent in furtherance of the consummation of the Mergers and the other transactions contemplated hereby or integration planning relating thereto, during normal business hours, on reasonable advance notice, throughout the period prior to the earlier of the First Effective Time and the Termination Date, to the Company's and its Subsidiaries' businesses, properties, personnel, agents, contracts, commitments, books and records, and during such period, the Company and Parent shall, and shall cause their respective Subsidiaries to, (I) in the case of Parent, furnish

promptly to the Company information concerning the Mergers as may be reasonably requested by Company, and (II) in the case of the Company, furnish promptly to Parent all information concerning the Mergers as may reasonably be requested by Parent; provided that no investigation pursuant to this Section 5.3 shall affect or be deemed to modify any representation or warranty made by the Company or Parent.

(b) The foregoing provisions of this Section 5.3 notwithstanding, neither the Company nor Parent shall be required to afford such access or furnish such information if it would unreasonably disrupt the operations of such party or any of its Subsidiaries, would cause a violation of any agreement to which such party or any of its Subsidiaries is a party, would result in a loss of privilege or trade secret protection to such party or any of its Subsidiaries, would result in the disclosure of any information in connection with any litigation or similar dispute between the parties hereto, would constitute a violation of any applicable Law or result in the disclosure of any personal information that would expose the such party to the risk of liability or competitively sensitive information. In the event that Parent or the Company objects to any request submitted pursuant to and in accordance with this Section 5.3 and withholds information on the basis of the foregoing sentence, the Company or Parent, as applicable, shall inform the other party as to the general nature of what is being withheld and the Company and Parent shall use reasonable best efforts to make appropriate substitute arrangements to permit reasonable disclosure that does not suffer from any of the foregoing impediments, including through the use of reasonable best efforts to (i) obtain the required consent or waiver of any third party required to provide such information and (ii) implement appropriate and mutually agreeable measures to permit the disclosure of such information in a manner to remove the basis for the objection, including by arrangement of appropriate clean room procedures (including as set forth in the Clean Team Agreement), if the parties determine that doing so would reasonably permit the disclosure of such information without violating applicable Law or jeopardizing such privilege or otherwise implicate any of the foregoing impediments.

(c) Each of the Company and Parent hereby agrees that all information provided to it or any of its Representatives in connection with this Agreement and the consummation of the transactions contemplated hereby shall be deemed to be "Confidential Information," as such term is used in, and shall be treated in accordance with, the confidentiality agreement, dated as of May 19, 2025, between the Company and Parent (the "Confidentiality Agreement") and, as applicable, the Clean Team Confidentiality Agreement, dated as of July 20, 2025, between the Company and Parent (the "Clean Team Agreement").

Section 5.4 No Solicitation by the Company.

(a) Subject to the provisions of this Section 5.4, from the date of this Agreement until the earlier of the First Effective Time and the Termination Date, the Company agrees that it shall not, and shall cause its Affiliates and its and their respective directors, officers and other Representatives not to, directly or indirectly, (i) solicit, initiate or knowingly encourage or knowingly facilitate any inquiry regarding, or the making or submission of any proposal, offer or indication of intent that constitutes, or would reasonably be expected to lead to, or result in, a Company Alternative Proposal, (ii) engage in, continue or otherwise participate in any discussions or negotiations with any Person regarding a Company Alternative Proposal or any inquiry, proposal or offer that would reasonably be expected to lead to, or result in, a Company Alternative Proposal (except to notify such Person that the provisions of this Section 5.4 prohibit any such discussions or negotiations), (iii) furnish any non-public information relating to the Company or its Subsidiaries in connection with or for the purpose of facilitating a Company Alternative Proposal or any inquiry, proposal, offer or indication of interest that would reasonably be expected to lead to, or result in, a Company Alternative Proposal, (iv) recommend or enter into any other letter of intent, memorandum of understanding, agreement in principle, option agreement, acquisition agreement, merger agreement, joint venture agreement, partnership agreement or other similar agreement with respect to a Company Alternative Proposal (except for confidentiality agreements permitted under Section 5.4(b)), or (v) approve, authorize or agree to do any of the foregoing or otherwise knowingly facilitate any effort or attempt to make a Company Alternative Proposal.

(b) Notwithstanding anything in this Section 5.4 to the contrary, at any time prior to, but not after, obtaining the Company Shareholder Approval, if the Company receives a *bona fide*, unsolicited Company

Alternative Proposal that did not result from the Company's violation of this Section 5.4, the Company and its Representatives may contact the third party making such Company Alternative Proposal solely to clarify the terms and conditions of such Company Alternative Proposal. If based on the information then available and after consultation with outside legal counsel and a financial advisor, the Company Board determines in good faith that (i) such Company Alternative Proposal constitutes a Company Superior Proposal or could reasonably be expected to result in a Company Superior Proposal and (ii) the failure to take such action would be inconsistent with the directors' fiduciary duties under applicable Law, the Company may take the following actions: (A) furnish non-public information to the third party making such Company Alternative Proposal (including its Representatives and prospective equity and debt financing sources) in response to a request therefor, if, and only if, prior to so furnishing such information, such information has previously been, or is substantially concurrently, made available to Parent and the third party has executed a confidentiality agreement with the Company having confidentiality and use provisions that, in each case, are not less restrictive in all material respects to such third party than the provisions in the Confidentiality Agreement are to Parent (it being understood that such confidentiality agreement (x) need not contain a "standstill" or similar obligations to the extent that Parent is, concurrently with the entry by the Company or its Subsidiaries into such confidentiality agreement, released from any "standstill" or similar obligations in the Confidentiality Agreement (provided that with respect to other third parties, from the date of this Agreement until the First Effective Time, the Company shall not terminate, amend, modify or waive any provision of any "standstill" or similar obligation to which the Company or any of its Subsidiaries is a party and shall enforce, to the fullest extent permitted under applicable Law, the provisions of any such agreement, including by seeking injunctions to prevent any breaches of such agreements and to enforce specifically the terms and provisions thereof) and (y) shall not prohibit the Company from complying with this Section 5.4 or contain terms that would restrict in any manner the Company's ability to consummate the Mergers); provided, however, that if the third party making such Company Alternative Proposal is a known competitor of the Company, the Company shall not provide any commercially sensitive non-public information to such third party in connection with any actions permitted by this Section 5.4(b) other than in accordance with customary "clean room" or other similar procedures designed to limit the disclosure of competitively sensitive information, and (B) engage in discussions or negotiations with the third party (including its Representatives) with respect to the Company Alternative Proposal. The Company shall promptly (and in any event within 24 hours) notify Parent in writing if: (i) any inquiries, proposals or offers with respect to a Company Alternative Proposal are received by the Company or any of its Representatives or (ii) any information is requested from the Company or any of its Representatives that, to the Knowledge of the Company, has been or is reasonably likely to have been made in connection with any Company Alternative Proposal, which notice shall identify the material terms and conditions thereof (including the name of the applicable third party and, if applicable, complete copies of any written requests, proposals or offers and any other material documents, including proposed agreements). The Company shall keep Parent reasonably informed on a reasonably current basis of any material developments regarding any Company Alternative Proposals or any material change to the terms of any such Company Alternative Proposal and any material change to the status of any such discussions or negotiations with respect thereto.

(c) Except as set forth in this Section 5.4, the Company Board, including any committee thereof, shall not (i) withdraw, withhold, qualify or modify, or propose publicly to withdraw, withhold, qualify or modify, the Company Recommendation; (ii) fail to include the Company Recommendation in the Proxy Statement/Prospectus that is mailed by the Company to its shareholders of the Company; (iii) if any Company Alternative Proposal that is structured as a tender offer or exchange offer for the outstanding shares of Company Common Stock is commenced pursuant to Rule 14d-2 under the Exchange Act (other than by Parent or an Affiliate of Parent), fail to recommend, within ten (10) Business Days after such commencement, against acceptance of such tender offer or exchange offer by its shareholders; (iv) approve, adopt, recommend or declare advisable any Company Alternative Proposal or publicly propose to approve, adopt or recommend, or declare advisable any Company Alternative Proposal; or (v) approve, adopt or recommend, or declare advisable or enter into, any letter of intent, memorandum of understanding, agreement in principle, acquisition agreement, merger agreement, option agreement, joint venture agreement, partnership agreement or other agreement (other than a confidentiality agreement referred to in and entered into compliance with Section 5.4(b)) with respect to any

Company Alternative Proposal (any such action set forth in the foregoing clauses (i) through (v), a "Company Change of Recommendation"). Anything to the contrary set forth in this Agreement notwithstanding, prior to obtaining the Company Shareholder Approval, but not after, the Company Board may, in response to a Company Superior Proposal, make a Company Change of Recommendation; provided, that the Company Board shall not be entitled to make such a Company Change of Recommendation (A) unless the Company shall have given Parent at least five (5) Business Days' written notice (a "Company Superior Proposal Notice") advising Parent of its intention to make such a Company Change of Recommendation, which Company Superior Proposal Notice shall include a description of the terms and conditions of the Company Superior Proposal that is the basis for the proposed action of the Company Board (including the identity of the Person making the Company Superior Proposal and, if applicable, complete copies of any written requests, proposals or offers and any other material documents, including any proposed definitive agreements for such Company Superior Proposal), and the Company shall have negotiated in good faith with Parent (to the extent Parent wishes to negotiate) to enable Parent to make such amendments to the terms of this Agreement as would permit the Company Board not to effect a Company Change of Recommendation, and (B) unless, at the end of the five-Business Day period following the delivery of such Company Superior Proposal Notice (the "Company Superior Proposal Notice Period"), after taking into account any changes to the terms of this Agreement proposed by Parent in writing and any other proposals or information offered by Parent in writing during the Company Superior Proposal Notice Period, the Company Board concludes that the Company Superior Proposal giving rise to the Company Superior Proposal Notice continues to constitute a Company Superior Proposal if such amendments were to be given effect; provided, that any material modifications to the terms of the Company Superior Proposal (including any change in the amount or form of consideration) shall commence a new notice period pursuant clause (A) of three (3) Business Days.

(d) Anything to the contrary set forth in this Agreement notwithstanding, prior to obtaining the Company Shareholder Approval, but not after, the Company Board may, in response to a Company Intervening Event, make a Company Change of Recommendation if the Company Board determines in good faith, after consultation with the Company's outside legal counsel, that the failure of the Company Board to take such action would be inconsistent with its fiduciary duties under applicable Law; provided, that the Company Board shall not be entitled to make such a Company Change of Recommendation unless (i) the Company shall have given Parent at least five (5) Business Days' written notice (a "Company Intervening Event Notice") advising Parent of its intention to make such a Company Change of Recommendation, which Company Intervening Event Notice shall include a description of the applicable Company Intervening Event and (ii) unless, at the end of the five-Business Day period following the delivery of such Company Intervening Event Notice (the "Company Intervening Event Notice Period"), after taking into account any changes to amend the terms of this Agreement proposed by Parent in writing and any other proposals or information offered by Parent in writing during the Company Intervening Event Notice Period, the Company Board determines in good faith, after consultation with the Company's outside legal counsel, that the failure of the Company Board to make such Company Change of Recommendation would continue to be inconsistent with its fiduciary duties under applicable Law if such amendments were to be given effect.

(e) Nothing contained in this Agreement shall prohibit the Company or the Company Board or any committee thereof from (i) complying with its disclosure obligations under applicable Law or rules and policies of the NYSE, including taking and disclosing to its shareholders a position contemplated by Rule 14d-9 or Rule 14e-2(a) or Item 1012(a) of Regulation M-A under the Exchange Act (or any similar communication to shareholders) or from issuing a "stop, look and listen" statement pending disclosure of its position thereunder or (ii) making any disclosure to its shareholders if the Company Board determines in good faith, after consultation with the Company's outside legal counsel, that the failure of the Company Board to make such disclosure would be inconsistent with its fiduciary duties to the Company's shareholders under applicable Law; provided that this Section 5.4(e) shall not be deemed to permit the Company or the Company Board to effect a Company Change of Recommendation except in accordance with Section 5.4(c) or Section 5.4(d).

(f) Further to Section 5.4(a), the Company shall (and shall cause its Affiliates and its and their respective directors and officers to, and shall use its reasonable best efforts to cause its other Representatives to) promptly terminate any existing discussions and negotiations conducted heretofore with any Person (other than Parent, the Company or any of their respective Affiliates or Representatives) with respect to any Company Alternative Proposal, or proposal or transaction that could reasonably be expected to lead to or result in a Company Alternative Proposal. Further, the Company shall promptly terminate all physical and electronic data access previously granted to such Persons and request that any such Persons promptly return or destroy all confidential information concerning the Company and any of its Subsidiaries and provide prompt written confirmation thereof.

(g) "Company Alternative Proposal" means any proposal, offer or indication of intent made by any Person or group of Persons (other than Parent, either Merger Sub or their respective Affiliates) relating to or concerning (i) a merger, reorganization, share exchange, consolidation, business combination, recapitalization or similar transaction involving the Company, in each case (whether in one or a series of related transactions), as a result of which such Person or group of Persons (or their shareholders) obtains control over, or becomes the beneficial owner of, directly or indirectly, 10% or more of the total voting power of the Company or the surviving entity (or any direct or indirect parent company thereof), as applicable, immediately following such transaction or (ii) the acquisition by any Person of 10% or more of the net revenues, net income or total assets of the Company and its Subsidiaries, on a consolidated basis.

(h) "Company Superior Proposal" means an unsolicited, *bona fide* written Company Alternative Proposal, made after the date of this Agreement, substituting in the definition thereof "greater than 50%" for "10% or more" in each place each such phrase appears, made after the date of this Agreement, that the Company Board determines in good faith, after consultation with the Company's outside legal and financial advisors, and considering all legal, financial, financing and regulatory aspects of the proposal, the identity of the Person(s) making the proposal and the likelihood of the proposal being consummated in accordance with its terms, would, if consummated, result in a transaction (A) that is more favorable to the Company's shareholders from a financial point of view than the transactions contemplated by this Agreement (after taking into account, in addition to all other relevant factors, any revisions to the terms of the transactions contemplated by this Agreement pursuant to Section 5.4(c) of this Agreement) and (B) that is reasonably likely to be completed, taking into account any regulatory, financing or approval requirements and any other aspects considered relevant by the Company Board.

(i) "Company Intervening Event" means any event, change, occurrence or development that is unknown and not reasonably foreseeable to the Company Board as of the date of this Agreement, which event, change, occurrence or development becomes known to the Company Board after the Company's execution and delivery of this Agreement and before the Company Shareholder Approval is obtained; provided, that in no event shall any of the following be a Company Intervening Event or be taken into account in determining whether a Company Intervening Event has occurred: (i) the receipt, existence, terms of or opportunity for a Company Alternative Proposal or other business combination proposal (or any proposal or inquiry that would reasonably be expected to lead to a Company Alternative Proposal or other such proposal, or direct and indirect consequences thereof); (ii) any matter contemplated by Section 5.8, including any non-compliance with Section 5.8 or any consequence thereof; (iii) any event, change, occurrence or development described in clauses (a), and (c) through (l) of the definition of Company Material Adverse Effect and the corresponding section of the definition of Parent Material Adverse Effect; or (iv) any change in the market price or trading volume of the Company Common Stock or Parent Common Stock, any change in the credit rating of the Company or Parent or any of their respective securities, or the Company or Parent failing to meet, meeting or exceeding internal or published projections, forecasts, guidance or revenue or earning prediction, or other financial or operating metrics for any period (provided that any event, change, occurrence or development giving rise to or contributing to such change, failing to meet, meeting or exceedance that is not otherwise excluded by the foregoing clauses (i) through (iii) may be a Company Intervening Event and may be taken into account in determining whether a Company Intervening Event has occurred).

Section 5.5 No Solicitation by Parent.

(a) Subject to the provisions of this Section 5.5, from the date of this Agreement until the earlier of the First Effective Time and the Termination Date, Parent agrees that it shall not, and shall cause its Affiliates and its and their respective directors, officers and other Representatives not to, directly or indirectly, (i) solicit, initiate or knowingly encourage or knowingly facilitate any inquiry regarding, or the making or submission of any proposal, offer or indication of intent that constitutes, or would reasonably be expected to lead to, or result in, a Parent Alternative Proposal, (ii) engage in, continue or otherwise participate in any discussions or negotiations with any Person regarding a Parent Alternative Proposal or any inquiry, proposal or offer that would reasonably be expected to lead to, or result in, a Parent Alternative Proposal (except to notify such Person that the provisions of this Section 5.5 prohibit any such discussions or negotiations), (iii) furnish any non-public information relating to Parent or its Subsidiaries in connection with or for the purpose of facilitating a Parent Alternative Proposal or any inquiry, proposal, offer or indication of interest that would reasonably be expected to lead to, or result in, a Parent Alternative Proposal, (iv) recommend or enter into any other letter of intent, memorandum of understanding, agreement in principle, option agreement, acquisition agreement, merger agreement, joint venture agreement, partnership agreement or other similar agreement with respect to a Parent Alternative Proposal (except for confidentiality agreements permitted under Section 5.5(b)), or (v) approve, authorize or agree to do any of the foregoing or otherwise knowingly facilitate any effort or attempt to make a Parent Alternative Proposal.

(b) Notwithstanding anything in this Section 5.5 to the contrary, at any time prior to, but not after, obtaining the Parent Shareholder Approval, if Parent receives a bona fide, unsolicited Parent Alternative Proposal that did not result from the Parent's violation of this Section 5.5, Parent and its Representatives may contact the third party making such Parent Alternative Proposal solely to clarify the terms and conditions of such Parent Alternative Proposal. If based on the information then available and after consultation with outside legal counsel and a financial advisor, the Parent Board determines in good faith that (i) such Parent Alternative Proposal constitutes a Parent Superior Proposal or could reasonably be expected to result in a Parent Superior Proposal and (ii) the failure to take such action would be inconsistent with the directors' fiduciary duties under applicable Law, Parent may take the following actions: (A) furnish non-public information to the third party making such Parent Alternative Proposal (including its Representatives and prospective equity and debt financing sources) in response to a request therefor, if, and only if, prior to so furnishing such information, such information has previously been, or is substantially concurrently, made available to the Company and the third party has executed a confidentiality agreement with Parent having confidentiality and use provisions that, in each case, are not less restrictive in all material respects to such third party than the provisions in the Confidentiality Agreement are to the Company (it being understood that such confidentiality agreement (x) need not contain a "standstill" or similar obligations to the extent that the Company is, concurrently with the entry by Parent or its Subsidiaries into such confidentiality agreement, released from any "standstill" or similar obligations in the Confidentiality Agreement (provided that with respect to other third parties, from the date of this Agreement until the First Effective Time, Parent shall not terminate, amend, modify or waive any provision of any "standstill" or similar obligation to which Parent or any of its Subsidiaries is a party and shall enforce, to the fullest extent permitted under applicable Law, the provisions of any such agreement, including by seeking injunctions to prevent any breaches of such agreements and to enforce specifically the terms and provisions thereof) and (y) shall not prohibit Parent from complying with this Section 5.5 or contain terms that would restrict in any manner Parent's ability to consummate the Mergers); provided, however, that if the third party making such Parent Alternative Proposal is a known competitor of Parent, Parent shall not provide any commercially sensitive non-public information to such third party in connection with any actions permitted by this Section 5.5(b) other than in accordance with customary "clean room" or other similar procedures designed to limit the disclosure of competitively sensitive information, and (B) engage in discussions or negotiations with the third party (including its Representatives) with respect to the Parent Alternative Proposal. Parent shall promptly (and in any event within 24 hours) notify the Company in writing if: (i) any inquiries, proposals or offers with respect to a Parent Alternative Proposal are received by Parent or any of its Representatives or (ii) any information is requested from Parent or any of its Representatives that, to the Knowledge of Parent, has been or is reasonably likely to have

been made in connection with any Company Alternative Proposal, which notice shall identify the material terms and conditions thereof (including the name of the applicable third party and, if applicable, complete copies of any written requests, proposals or offers and any other material documents, including proposed agreements). Parent shall keep the Company reasonably informed on a reasonably current basis of any material developments regarding any Parent Alternative Proposals or any material change to the terms of any such Parent Alternative Proposal and any material change to the status of any such discussions or negotiations with respect thereto.

(c) Except as set forth in this Section 5.5, the Parent Board, including any committee thereof, shall not (i) withdraw, withhold, qualify or modify, or propose publicly to withdraw, withhold, qualify or modify, the Parent Recommendation; (ii) fail to include the Parent Recommendation in the Proxy Statement/Prospectus that is mailed by Parent to its shareholders; (iii) if any Parent Alternative Proposal that is structured as a tender offer or exchange offer for the outstanding shares of Parent Common Stock is commenced pursuant to Rule 14d-2 under the Exchange Act (other than by the Company or an Affiliate of the Company), fail to recommend, within ten (10) Business Days after such commencement, against acceptance of such tender offer or exchange offer by its shareholders; (iv) approve, adopt, recommend or declare advisable any Parent Alternative Proposal or publicly propose to approve, adopt or recommend, or declare advisable any Parent Alternative Proposal; or (v) approve, adopt or recommend, or declare advisable or enter into, any letter of intent, memorandum of understanding, agreement in principle, acquisition agreement, merger agreement, option agreement, joint venture agreement, partnership agreement or other agreement (other than a confidentiality agreement referred to in and entered into compliance with Section 5.5(b)) with respect to any Parent Alternative Proposal (any such action set forth in the foregoing clauses (i) through (v), a "Parent Change of Recommendation"). Anything to the contrary set forth in this Agreement notwithstanding, prior to obtaining the Parent Shareholder Approval, but not after, the Parent Board may, in response to a Parent Superior Proposal, make a Parent Change of Recommendation; provided, that the Parent Board shall not be entitled to make such a Parent Change of Recommendation (A) unless Parent shall have given the Company at least five (5) Business Days' written notice (a "Parent Superior Proposal Notice") advising the Company of its intention to make such a Parent Change of Recommendation, which Parent Superior Proposal Notice shall include a description of the terms and conditions of the Parent Superior Proposal that is the basis for the proposed action of the Parent Board (including the identity of the Person making the Parent Superior Proposal and, if applicable, complete copies of any written requests, proposals or offers and any other material documents, including any proposed definitive agreements for such Parent Superior Proposal), and Parent shall have negotiated in good faith with the Company (to the extent the Company wishes to negotiate) to enable the Company to make such amendments to the terms of this Agreement as would permit the Parent Board not to effect a Parent Change of Recommendation, and (B) unless, at the end of the five-Business Day period following the delivery of such Parent Superior Proposal Notice (the "Parent Superior Proposal Notice Period"), after taking into account any changes to the terms of this Agreement proposed by the Company in writing and any other proposals or information offered in writing by the Company during the Parent Superior Proposal Notice Period, the Parent Board concludes that the Parent Superior Proposal giving rise to the Parent Superior Proposal Notice continues to constitute a Parent Superior Proposal if such amendments were to be given effect; provided, that any material modifications to the terms of the Parent Superior Proposal (including any change in the amount or form of consideration) shall commence a new notice period pursuant clause (A) of three (3) Business Days.

(d) Anything to the contrary set forth in this Agreement notwithstanding, prior to obtaining the Parent Shareholder Approval, but not after, the Parent Board may, in response to a Parent Intervening Event, make a Parent Change of Recommendation if the Parent Board determines in good faith, after consultation with Parent's outside legal counsel, that the failure of the Parent Board to take such action would be inconsistent with its fiduciary duties under applicable Law; provided, that the Parent Board shall not be entitled to make such a Parent Change of Recommendation unless (i) Parent shall have given the Company at least five (5) Business Days' written notice (a "Parent Intervening Event Notice") advising the Company of its intention to make such a Parent Change of Recommendation, which Parent Intervening Event Notice shall include a description of the applicable Parent Intervening Event and (ii) unless, at the end of the five-Business Day period following the delivery of such Parent Intervening Event Notice (the "Parent Intervening Event Notice Period"), after taking into account any changes to amend the terms of this Agreement proposed by the Company in writing and any other proposals

or information offered by the Company in writing during the Parent Intervening Event Notice Period, the Parent Board determines in good faith, after consultation with Parent's outside legal counsel, that the failure of the Parent Board to make such Parent Change of Recommendation would continue to be inconsistent with its fiduciary duties under applicable Law if such amendments were to be given effect.

(e) Nothing contained in this Agreement shall prohibit Parent or the Parent Board or any committee thereof from (i) complying with its disclosure obligations under applicable Law or rules and policies of the NYSE, including taking and disclosing to its shareholders a position contemplated by Rule 14d-9 or Rule 14e-2(a) or Item 1012(a) of Regulation M-A under the Exchange Act (or any similar communication to shareholders) or from issuing a "stop, look and listen" statement pending disclosure of its position thereunder or (ii) making any disclosure to its shareholders if the Parent Board determines in good faith, after consultation with Parent's outside legal counsel, that the failure of the Parent Board to make such disclosure would be inconsistent with its fiduciary duties to Parent's shareholders under applicable Law; provided that this Section 5.5(e) shall not be deemed to permit Parent or the Parent Board to effect a Parent Change of Recommendation except in accordance with Section 5.5(c) or Section 5.5(d).

(f) Further to Section 5.5(a), Parent shall (and shall cause its Subsidiaries and its and their respective directors and officers to, and shall use its reasonable best efforts to cause its other Representatives to) promptly terminate any existing discussions and negotiations conducted heretofore with any Person (other than the Company, Parent or any of their respective Affiliates or Representatives) with respect to any Parent Alternative Proposal, or proposal or transaction that could reasonably be expected to lead to or result in a Parent Alternative Proposal. Further, Parent shall promptly terminate all physical and electronic data access previously granted to such Persons and request that any such Persons promptly return or destroy all confidential information concerning Parent and any of its Subsidiaries and provide prompt written confirmation thereof.

(g) "Parent Alternative Proposal" means any proposal, offer or indication of intent made by any Person or group of Persons (other than the Company or its Affiliates) relating to or concerning (i) a merger, reorganization, share exchange, consolidation, business combination, recapitalization or similar transaction involving Parent, in each case (whether in one or a series of related transactions), as a result of which such Person or group of Persons (or their shareholders) obtains control over, or becomes the beneficial owner of, directly or indirectly, 10% or more of the total voting power of Parent or the surviving entity (or any direct or indirect parent company thereof), as applicable, immediately following such transaction or (ii) the acquisition by any Person of 10% or more of the net revenues, net income or total assets of Parent and its Subsidiaries, on a consolidated basis.

(h) "Parent Superior Proposal" means an unsolicited, bona fide written Parent Alternative Proposal, made after the date of this Agreement, substituting in the definition thereof "greater than 50%" for "10% or more" in each place each such phrase appears, made after the date of this Agreement, that the Parent Board determines in good faith, after consultation with Parent's outside legal and financial advisors, and considering all legal, financial, financing and regulatory aspects of the proposal, the identity of the Person(s) making the proposal and the likelihood of the proposal being consummated in accordance with its terms, would, if consummated, result in a transaction (A) that is more favorable to Parent's shareholders from a financial point of view than the transactions contemplated by this Agreement (after taking into account, in addition to all other relevant factors, any revisions to the terms of the transactions contemplated by this Agreement pursuant to Section 5.5(c) of this Agreement) and (B) that is reasonably likely to be completed, taking into account any regulatory, financing or approval requirements and any other aspects considered relevant by the Parent Board.

(i) "Parent Intervening Event" means any event, change, occurrence or development that is unknown and not reasonably foreseeable to the Parent Board as of the date of this Agreement, which event, change, occurrence or development becomes known to the Parent Board after the Parent's execution and delivery hereof and before the Parent Shareholder Approval is obtained; provided, that in no event shall any of the following be a Parent Intervening Event or be taken into account in determining whether a Parent Intervening Event has

occurred: (i) the receipt, existence, terms of or opportunity for a Parent Alternative Proposal or other business combination proposal (or any proposal or inquiry that would reasonably be expected to lead to a Parent Alternative Proposal or other such proposal, or direct and indirect consequences thereof); (ii) any matter contemplated by Section 5.8, including any non-compliance with Section 5.8 or any consequence thereof; (iii) any event, change, occurrence or development described in clauses (a), and (c) through (l) of the definition of Parent Material Adverse Effect and the corresponding section of the definition of Company Material Adverse Effect; or (iv) any change in the market price or trading volume of the Company Common Stock or Parent Common Stock, any change in the credit rating of the Company or Parent or any of their respective securities, or the Company or Parent failing to meet, meeting or exceeding internal or published projections, forecasts, guidance or revenue or earning prediction, or other financial or operating metrics for any period (provided that any event, change, occurrence or development giving rise to or contributing to such change, failing to meet, meeting or exceedance that is not otherwise excluded by the foregoing clauses (i) through (iii) may be a Parent Intervening Event and may be taken into account in determining whether a Parent Intervening Event has occurred).

Section 5.6 Filings; Other Actions.

(a) As promptly as reasonably practicable after the date of this Agreement, (i) the Company and Parent shall jointly prepare and file with the SEC the preliminary Proxy Statement/Prospectus (and in any event the parties shall use reasonable best efforts to cause the filing to be made within sixty (60) days of the date of this Agreement) and (ii) Parent shall prepare and file with the SEC the Registration Statement with respect to the shares of Parent Common Stock to be issued in connection with the First Merger, which shall include the Proxy Statement/Prospectus. Each of the Company and Parent shall use its reasonable best efforts to (A) have the Registration Statement declared effective under the Securities Act as promptly as practicable after such filing and (B) keep the Registration Statement effective for so long as necessary to complete the Mergers. Each of the Company and Parent shall furnish all information concerning itself, its Affiliates and the holders of its shares to the other and provide such other assistance as may be reasonably requested in connection with the preparation, filing and distribution of the Proxy Statement/Prospectus and the Registration Statement. Each of the Company and Parent shall provide the other party with a reasonable period of time to review the Proxy Statement/Prospectus and any amendments thereto prior to filing and shall reasonably consider any comments from the other party. Each of the Company and Parent shall respond promptly to any comments from the SEC or the staff of the SEC. Each of the Company and Parent shall notify the other party promptly of the receipt of any comments (whether written or oral) from the SEC or the staff of the SEC and of any request by the SEC or the staff of the SEC for amendments or supplements to the Proxy Statement/Prospectus or the Registration Statement or for additional information and shall supply the other party with copies of all correspondence between it and any of its Representatives, on the one hand, and the SEC or the staff of the SEC, on the other hand, with respect to the Proxy Statement/Prospectus or the Registration Statement or the transactions contemplated by this Agreement within twenty-four (24) hours of the receipt thereof. The Proxy Statement/Prospectus and the Registration Statement shall comply as to form in all material respects with the applicable requirements of the Exchange Act and the Securities Act. If at any time prior to the Company Shareholder Meeting or the Parent Shareholder Meeting (or any adjournment or postponement of the Company Shareholder Meeting or the Parent Shareholder Meeting) any information relating to Parent or the Company, or any of their respective Affiliates, officers or directors, is discovered by Parent or the Company that should be set forth in an amendment or supplement to the Proxy Statement/Prospectus and/or Registration Statement, so that the Proxy Statement/Prospectus and/or Registration Statement would not include a misstatement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the party that discovers such information shall promptly notify the other parties hereto and an appropriate amendment or supplement describing such information shall be promptly filed by the Company and/or Parent with the SEC, and, to the extent required by applicable Law, disseminated to the shareholders of the Company and the shareholders of Parent. The Company shall cause the Proxy Statement/Prospectus to be mailed to the Company's shareholders and Parent shall cause the Proxy Statement/Prospectus to be mailed to Parent's shareholders, in either case, as promptly as reasonably practicable after the Registration Statement is declared effective under the Securities Act (such date, the "Clearance Date").

(b) Each of Parent and the Company shall provide the other party and its legal counsel with a reasonable opportunity to review and comment on drafts of the Proxy Statement/Prospectus, the Registration Statement and other documents related to the Company Shareholder Meeting, the Parent Shareholder Meeting or the issuance of the shares of Parent Common Stock (and any amendments thereto) in connection with the First Merger, prior to filing such documents with the applicable Governmental Entity and mailing such documents to the Company's shareholders or Parent's shareholders, as applicable. Each party hereto shall consider in good faith in the Proxy Statement/Prospectus, the Registration Statement and such other documents related to the Company Shareholder Meeting, the Parent Shareholder Meeting or the issuance of shares of Parent Common Stock in connection with the First Merger, all comments reasonably and promptly proposed by the other party or its legal counsel.

(c) Subject to Section 5.4 and Section 5.6(d), the Company shall take all action necessary in accordance with applicable Law and the articles of incorporation and bylaws of the Company to set a record date for, duly give notice of, convene and hold a meeting of its shareholders following the mailing of the Proxy Statement/Prospectus for the purpose of obtaining the Company Shareholder Approval (the "Company Shareholder Meeting") as soon as reasonably practicable following the Clearance Date. Unless the Company shall have made a Company Change of Recommendation in compliance with Section 5.4, the Company shall include the Company Recommendation in the Proxy Statement/Prospectus and shall solicit, and use its reasonable best efforts to obtain, the Company Shareholder Approval at the Company Shareholder Meeting (including by soliciting proxies in favor of the adoption of this Agreement) as soon as reasonably practicable.

(d) The Company shall cooperate with and keep Parent informed on a reasonably current basis regarding its solicitation efforts and voting results following the dissemination of the Proxy Statement/Prospectus to its shareholders. The Company may adjourn or postpone the Company Shareholder Meeting (i) to allow time for the filing and dissemination of any supplemental or amended disclosure document that the Company Board has determined in good faith (after consultation with its outside legal counsel) is required to be filed and disseminated under applicable Law, (ii) if as of the time that the Company Shareholder Meeting is originally scheduled (as set forth in the Proxy Statement/Prospectus) there are insufficient shares of Company Common Stock represented (either in person or by proxy) to constitute a quorum necessary to conduct the business of the Company Shareholder Meeting, (iii) to allow reasonable additional time to solicit additional proxies necessary to obtain the Company Shareholder Approval or (iv) to comply with applicable Law, in each case, as long as the date of the Company Shareholder Meeting is not postponed or adjourned more than an aggregate of 15 calendar days. Any additional postponements or adjournments shall require the prior written consent of Parent (which shall not be unreasonably withheld, conditioned or delayed). Without the prior written consent of Parent (which shall not be unreasonably withheld, conditioned or delayed), the approval of this Agreement shall be the only matter (other than matters of procedure and matters required by applicable Law to be voted on by the Company's shareholders in connection with the approval of this Agreement) that the Company shall propose to be acted on by the shareholders of the Company at the Company Shareholder Meeting.

(e) Subject to Section 5.5 and Section 5.6(f), Parent shall take all action necessary in accordance with applicable Law and the articles of incorporation and bylaws of Parent to set a record date for, duly give notice of, convene and hold a meeting of its shareholders following the mailing of the Proxy Statement/Prospectus for the purpose of obtaining the Parent Shareholder Approval (the "Parent Shareholder Meeting") as soon as reasonably practicable following the Clearance Date. Unless Parent shall have made a Parent Change of Recommendation in compliance with Section 5.5, Parent shall include the Parent Recommendation in the Proxy Statement/Prospectus and shall solicit, and use its reasonable best efforts to obtain, the Parent Shareholder Approval at the Parent Shareholder Meeting (including by soliciting proxies in favor of the approval of the Parent Share Issuance) as soon as reasonably practicable.

(f) Parent shall cooperate with and keep the Company informed on a reasonably current basis regarding its solicitation efforts and voting results following the dissemination of the Proxy Statement/Prospectus to its shareholders. Parent may adjourn or postpone the Parent Shareholder Meeting (i) to allow time for the filing and

dissemination of any supplemental or amended disclosure document that the Parent Board has determined in good faith (after consultation with its outside legal counsel) is required to be filed and disseminated under applicable Law, (ii) if as of the time that the Parent Shareholder Meeting is originally scheduled (as set forth in the Proxy Statement/Prospectus) there are insufficient shares of Parent Common Stock represented (either in person or by proxy) to constitute a quorum necessary to conduct the business of the Parent Shareholder Meeting, (iii) to allow reasonable additional time to solicit additional proxies necessary to obtain the Parent Shareholder Approval or (iv) to comply with applicable Law, in each case, as long as the date of the Parent Shareholder Meeting is not postponed or adjourned more than an aggregate of 15 calendar days. Any additional postponements or adjournments shall require the prior written consent of the Company (which shall not be unreasonably withheld, conditioned or delayed). Without the prior written consent of the Company (which shall not be unreasonably withheld, conditioned or delayed), the approval of the Parent Share Issuance shall be the only matter (other than matters of procedure and matters required by applicable Law to be voted on by Parent's shareholders in connection with the adoption of this Agreement) that Parent shall propose to be acted on by the shareholders of Parent at the Parent Shareholder Meeting.

(g) It is the intention of the parties hereto that, and each of the parties shall reasonably cooperate and use their commercially reasonable efforts to cause, the date and time of the Company Shareholder Meeting and the Parent Shareholder Meeting be coordinated such that they occur on the same calendar day (and in any event as close in time as possible).

(h) Without limiting the generality of the foregoing, unless this Agreement shall have been terminated pursuant to Article 7, (x) in the event that the Company Board makes a Company Change of Recommendation, the Company shall nevertheless submit this Agreement to the holders of Company Common Stock to obtain the Company Shareholder Approval at the Company Shareholder Meeting or any adjournment, recess or postponement thereof, and (y) in the event that the Parent Board makes a Parent Change of Recommendation, Parent shall nevertheless submit this Agreement to the holders of shares of Parent Common Stock to obtain the Parent Shareholder Approval at the Parent Shareholder Meeting or any adjournment, recess or postponement thereof.

Section 5.7 Employee Matters.

(a) From and after the First Effective Time, the Company shall, and Parent shall cause the Company to, honor all Company Benefit Plans in accordance with their terms as in effect immediately before the First Effective Time (including terms permitting the amendment or termination of such Company Benefit Plans). For a period of one (1) year following the First Effective Time, Parent shall provide, or shall cause to be provided, to each employee of the Company and its Subsidiaries as of immediately prior to the First Effective Time who remains employed by Parent or its Subsidiaries following the First Effective Time ("Company Employees") (i) base compensation, cash incentive opportunities, and target equity incentive opportunities that, in each case, are no less favorable than were provided to the Company Employee immediately before the First Effective Time (it being understood that in lieu of equity compensation awards, Parent may provide Company Employees who, as of immediately prior to the First Effective Time, were eligible to receive Company equity compensation awards, long-term incentive awards that are settled in cash in an amount sufficient to replace the grant date value of the Company Employee's equity compensation opportunity immediately prior to the First Effective Time; provided, that, except as set forth in this Section 5.7(a), such long-term incentive awards shall have the same terms and conditions as those applicable to the equity awards granted by Parent to its similarly situated employees), and (ii) employee benefits (excluding severance, retention, change in control, bonuses, equity or equity based compensation, paid time off, defined benefit plans and retiree medical or welfare plans or arrangements) that are no less favorable in the aggregate than such employee benefits provided to the Company Employee immediately before the First Effective Time. Without limiting the generality of the foregoing, (A) Parent shall or shall cause to be provided to each Company Employee whose employment terminates during the one-year period following the First Effective Time under circumstances that would give rise to severance benefits under the Company Benefit Plans set forth on Section 5.7(a) of the Company Disclosure Schedules (the "Company Severance Plans"), severance benefits in accordance with the terms of the applicable Company

Severance Plan in which such Company Employee is eligible to participate immediately prior to the First Effective Time and (B) during such one-year period following the First Effective Time, severance benefits offered to each Company Employee shall be determined taking into account all service with the Company, its Subsidiaries (and including, on and after the First Effective Time, the Second Surviving Company and any of its Affiliates) and without taking into account any reduction after the First Effective Time in compensation paid or benefits provided to such Company Employee. Notwithstanding the foregoing, the terms and conditions of employment, including, without limitation, with respect to compensation, benefits, work rules and other terms of employment, for any Company Employee who is represented by a labor union or other labor organization shall be governed by the terms of the applicable Company Labor Agreement.

(b) For a period of one (1) year following the First Effective Time, Parent shall, or shall cause its applicable Affiliate to, maintain for each Company Employee a paid time off policy that is no less favorable than the paid time off policy in effect for similarly situated employees of the Company immediately prior to the First Effective Time, including with respect to the rate and timing of accrual, the number of paid time off days provided and the treatment of unused paid time off upon termination of employment (including any cash-out rights).

(c) For all purposes (including for purposes of vesting, eligibility to participate, benefit accrual and level of benefits) under the employee benefit plans of Parent and its Subsidiaries providing benefits to any Company Employees after the First Effective Time (the "New Plans"), each Company Employee shall be credited with his or her years of service with the Company and its Subsidiaries and their respective predecessors before the First Effective Time, to the same extent as such Company Employee was entitled, before the First Effective Time, to credit for such service under any analogous Company Benefit Plan in which such Company Employee participated or was eligible to participate immediately prior to the First Effective Time; provided that the foregoing shall not apply (w) for purposes of any closed or frozen plans, (x) for any purpose under any defined benefit pension plans or retiree health and welfare plans, in each case, that were not sponsored by the Company or its Subsidiaries prior to the First Effective Time, (y) for purposes of qualifying for subsidized early retirement benefits under any program that was not sponsored by the Company or its Subsidiaries prior to the First Effective Time, or (z) to the extent that its application would result in a duplication of benefits. In addition, and without limiting the generality of the foregoing, (i) Parent shall provide that each Company Employee shall be immediately eligible to participate, without any waiting time, in any New Plan that is a group health plan to the extent coverage under such New Plan replaces an analogous Company Benefit Plan in which such Company Employee participated immediately before the First Effective Time (such plans, collectively, the "Old Plans"), and (ii) for purposes of each New Plan that is a group health plan and in which any Company Employee participates, Parent shall use commercially reasonable efforts to cause all preexisting condition exclusions and actively-at-work requirements of such New Plan to be waived for such Company Employee and his or her covered dependents, unless such conditions would not have been waived under the analogous plan of the Company or its Subsidiaries in which such Company Employee participated immediately prior to the First Effective Time, and Parent shall use commercially reasonable efforts to cause any eligible expenses incurred by such Company Employee and his or her covered dependents during the portion of the plan year of the Old Plans ending on the date such Company Employee's participation in the corresponding New Plan begins to be taken into account under such New Plan for purposes of satisfying all deductible, coinsurance and maximum out-of-pocket requirements applicable to such Company Employee and his or her covered dependents for the applicable plan year as if such amounts had been paid in accordance with such New Plan.

(d) To the extent requested in writing by Parent at least ten (10) Business Days prior to the Closing Date, the Company shall, or shall cause its applicable Affiliate to, take all actions necessary to terminate each Company Benefit Plan that is a tax-qualified defined contribution 401(k) retirement plan that exclusively covers non-union employees (the "Company Non-Union 401(k) Plans"), or cause such plan to be terminated, effective as of no later than the day immediately preceding the Closing Date, and contingent upon the occurrence of the Closing, and provide that participants in the Company Non-Union 401(k) Plans shall become fully vested in any unvested portion of their Company Non-Union 401(k) Plan accounts as of the date such plan is terminated. If the

Company Non-Union 401(k) Plans are terminated, the Company shall provide Parent with evidence that the Company Non-Union 401(k) Plans have been terminated (effective no later than immediately prior to the Closing Date and contingent on the Closing) pursuant to resolutions of the Company or its applicable Affiliate, which such resolutions shall be provided to Parent at least three (3) Business Days prior to the Closing Date and shall be subject to Parent's review and comment. If the Company Non-Union 401(k) Plans are terminated, Parent shall designate a tax-qualified defined contribution retirement plan with a cash or deferred arrangement that is sponsored by Parent or one of its Subsidiaries (the "Parent 401(k) Plan") that will cover such eligible Company Employees who had participated in a Company Non-Union 401(k) Plan and shall cover such eligible Company Employees in the applicable Parent 401(k) Plan effective as of the Closing Date. In connection with the termination of the Company Non- Union 401(k) Plans, Parent shall cause the Parent 401(k) Plan to accept from the Company Non-Union 401(k) Plans the "direct rollover" of the account balance (including notes representing outstanding loans that are not in default) of each Company Employee who participated in a Company Non-Union 401(k) Plan as of the date such plans are terminated and who elects such direct rollover in accordance with the terms of the applicable Company Non-Union 401(k) Plan and the Code.

(e) Without limiting the generality of Section 8.10, the provisions of this Section 5.7(e) are solely for the benefit of the parties to this Agreement, and no current or former director, employee or consultant or any other Person shall be a third-party beneficiary of this Agreement, and nothing herein shall be construed to create, establish, terminate or amend any Company Benefit Plan or Parent Benefit Plan or other compensation or benefit plan or arrangement for any purpose or otherwise shall prevent Parent, the Second Surviving Company or any of their Affiliates from terminating the employment of any Company Employee, or amending any Company Benefit Plan or Parent Benefit Plan.

Section 5.8 Efforts.

(a) Subject to the terms and conditions set forth in this Agreement (including Section 5.8(c)), each of the parties hereto shall use their reasonable best efforts to (and shall cause each of their respective Affiliates to) take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other parties in doing, all things necessary, proper or advisable under applicable Laws to cause the conditions to Closing set forth in Article 6 of this Agreement to be satisfied and to consummate and make effective the Mergers and the other transactions contemplated by this Agreement prior to the End Date, including (i) the obtaining of all necessary actions or nonactions, authorizations, permits, waivers, consents, clearances, approvals and expirations or terminations of waiting periods (collectively, "Consents"), including the Company Approvals and the Parent Approvals, from Governmental Entities and the making of all necessary registrations, notices, notifications, petitions, applications, reports and other filings and the taking of all steps as may be necessary, proper or advisable to obtain an approval, clearance or waiver from, or to avoid an action or proceeding by, any Governmental Entity, (ii) the obtaining of all necessary Consents from third parties, (iii) the defending of any Actions, lawsuits or other legal proceedings, whether judicial or administrative, challenging this Agreement or the consummation of the Mergers and the other transactions contemplated by this Agreement, or seeking to prohibit or delay the Closing and (iv) the execution and delivery of any additional instruments necessary, proper or advisable to consummate, and to fully carry out the purposes of the transactions contemplated by this Agreement; provided, that solely with respect to approvals from third parties other than from Governmental Entities and other than under Railroad Laws or Antitrust Laws as provided in this Section 5.8, in no event shall either the Company or Parent or any of their respective Subsidiaries be required to pay any fee, penalty or other consideration to any third party for any Consent required for or triggered by the consummation of the transactions contemplated by this Agreement under any contract or agreement or otherwise.

(b) Without limiting the foregoing, but subject to the terms and conditions herein (including Section 5.8(c)), the Company, Parent and each Merger Sub shall (i) promptly, but in no event later than six (6) months after the date of this Agreement, file the Application with the STB (provided, however, that if the STB issues an order or otherwise implements a regulatory change that materially impedes the filing of the Application, the Company, Parent and each Merger Sub shall file the Application as reasonable in light of such

order or regulatory change), (ii) as promptly as practicable and advisable, file any and all notification and report forms to the CNA and the FCC required under applicable Law with respect to the Mergers and the other transactions contemplated by this Agreement, and take all other actions necessary to cause the expiration or termination of any applicable waiting periods under applicable Law as soon as practicable after the date of this Agreement, (iii) cooperate with each other in (A) determining whether any other filings are required to be made with, or Consents are required to be obtained from, or with respect to, any third parties or Governmental Entities, including under other applicable Antitrust Laws and Railroad Laws and/or in connection with the Company Approvals and Parent Approvals, in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby and (B) making all such filings as promptly as practicable and advisable and timely obtaining all such Consents, and (iv) use reasonable best efforts to take, or cause to be taken, all other actions and do, or cause to be done, all other things necessary, proper or advisable to consummate and make effective the transactions contemplated hereby, including using reasonable best efforts to take all such further action as may be necessary to resolve such objections, if any, as any Governmental Entity may assert under any Law (including in connection with the Company Approvals and Parent Approvals) with respect to the transactions contemplated hereby, and to avoid or eliminate each and every impediment under any Law that may be asserted by any Governmental Entity with respect to the Mergers so as to enable the Closing to occur prior to the End Date, including (A) proposing, negotiating, committing to and effecting, by consent decree, hold separate order or otherwise, the sale, divestiture, license, hold separate or disposition of any and all of the share capital or other equity interest, assets (whether tangible or intangible), products or businesses of Parent and its Subsidiaries or of the Company and its Subsidiaries, (B) otherwise taking or committing to take any actions that after the First Effective Time would limit Parent's or its Subsidiaries' (including the Second Surviving Company's) freedom of action with respect to, or their ability to retain, or otherwise agreeing to any restriction, requirement or limitation with respect to their or one or more of their Subsidiaries' (including the Second Surviving Company's) assets (whether tangible or intangible), products, or businesses, in each case as may be required in order to avoid the entry of, or to effect the dissolution of, any injunction, temporary restraining order or other order that would otherwise have the effect of preventing or delaying the Closing and (C) committing to take the actions set forth on Section 5.8(b)(iv)(C) of the Company Disclosure Schedules, subject to the limitations set forth therein (any such action or limitation described in this clause (iv), including (A), (B) and (C), each a "Restriction"). As used in this Agreement, the term "Requisite Regulatory Approvals" shall mean the STB Approval and the CNA Approval, and the term "Application" shall mean the application contemplated by 49 C.F.R. § 1180.4(c) with respect to the Mergers and the other transactions contemplated hereby.

(c) Notwithstanding anything to the contrary in Section 5.8(a), Section 5.8(b) or any other provision of this Agreement, in no event shall Parent or any of its Affiliates (including, for purposes of this sentence, the Company and its Subsidiaries, after giving effect to the Mergers) be required to take, or commit to take, or agree to or accept any (i) Non-Required Restriction (as such term is defined on Section 5.8(c) of the Company Disclosure Schedules), (ii) voting trust agreement or other similar agreement that has the effect of requiring the deposit of the outstanding shares of the Second Surviving Company into a voting trust or similar arrangement (a "Voting Trust Restriction") or (iii) material alteration of the conditions imposed on regulatory approval of transactions involving Parent or the Company, or their respective Subsidiaries, prior to the date of this Agreement (a "Prior Transaction Restriction") (any of the foregoing actions or limitations described in clauses (i) through (iii), each a "Materially Burdensome Regulatory Condition"). Neither the Company nor any of its Subsidiaries shall be required to become subject to, or consent or agree to or otherwise take any action with respect to, any requirement, condition, understanding, agreement or order to sell, divest, license, hold separate or otherwise dispose of, or to conduct, restrict, operate, invest or otherwise change the assets, operations or business of the Company or any of its Subsidiaries, unless such requirement, condition, understanding, agreement or order is binding on or otherwise applicable to the Company or its Subsidiaries only from and after the First Effective Time in the event that the Closing occurs and is expressly permitted pursuant to this Section 5.8. The Company and its Subsidiaries shall not agree to any such actions without the prior written consent of Parent which, subject to and without limiting Parent's obligations under this Section 5.8, may be granted or withheld in Parent's sole discretion.

(d) The Company, Parent and each Merger Sub shall cooperate and consult with each other in connection with the making of all registrations, filings, notifications, communications, submissions and any other actions pursuant to this Section 5.8(d), and, subject to applicable legal limitations and the instructions of any Governmental Entity, the Company, on the one hand, and Parent and each Merger Sub, on the other hand, shall keep each other apprised of the status of matters relating to the completion of the transactions contemplated hereby, including promptly informing and furnishing the other with copies of notices or other communications received or given by the Company or Parent, as the case may be, or any of their respective Subsidiaries, from or to any third party and/or any Governmental Entity with respect to such transactions. Subject to applicable Law relating to the exchange of information, the Company, on the one hand, and Parent and each Merger Sub, on the other hand, shall permit counsel for the other party reasonable opportunity to review in advance, and consider in good faith the views of the other party in connection with, any proposed notifications or filings and any written communications or submissions, and with respect to any such notification, filing, written communication or submission, any documents submitted therewith to any Governmental Entity (except for any exhibits to such communications providing the personal identifying information required by 31 C.F.R. Section 800.502(c)(5)(vi) or that otherwise is requested by any Governmental Entity to remain confidential from the other parties); provided, that materials may be redacted (i) to remove references concerning the valuation of the businesses of the Company and its Subsidiaries, or proposals from third parties with respect thereto, (ii) as necessary to comply with contractual agreements and (iii) as necessary to address reasonable privilege or confidentiality concerns; provided, further that each party may reasonably designate any competitively sensitive material provided to the other under this Section 5.8 as "Outside Counsel Only Material" which such material and the information contained therein shall be given only to the outside antitrust counsel of the recipient and will not be disclosed by such outside counsel to employees, officers or directors of the recipient unless express permission is obtained in advance from the source of the materials (Parent on the one hand or the Company on the other) or its legal counsel. The parties shall take reasonable efforts to share information protected from disclosure under the attorney-client privilege, work product doctrine, joint defense privilege or any other privilege pursuant to this Section 5.8 in a manner so as to preserve the applicable privilege. Each of Parent and the Merger Subs agrees not to initiate, and each of the Company, Parent and the Merger Subs agrees not to participate in, any meeting or discussion, either in person or by telephone or videoconference, with any Governmental Entity in connection with the proposed transactions unless it consults with the other party in advance and, to the extent not prohibited by such Governmental Entity, gives the other party the opportunity to attend and participate. In the event that any information in the filings submitted pursuant to this Section 5.8(d) or any such supplemental information furnished in connection therewith is deemed confidential by either party, the parties shall maintain the confidentiality of the same, and the parties shall seek authorization from the applicable Governmental Entity to withhold such information from public view.

(e) Subject to the obligations of this Section 5.8, Parent shall, in its sole discretion, devise and implement the strategy and timing for obtaining any Consents required under any applicable Law in connection with the transactions contemplated by this Agreement and Parent shall, for the avoidance of doubt, have the final authority in its sole discretion over all decisions in respect of all matters addressed in this Section 5.8, including the development, presentation and conduct of, and all decisions with respect to, the matters relating to obtaining the Requisite Regulatory Approvals, including any decisions with respect to timing, content, negotiations and any communications regarding any Restrictions. Parent shall take the lead in all meetings and communications with any Governmental Entity in connection with obtaining such Consents; provided, that Parent shall consult in advance with the Company and in good faith take the Company's views into account regarding the overall strategy and timing. The Company and its Subsidiaries shall not (i) initiate any such discussions or proceedings with any Governmental Entity, or (ii) take or agree to take any actions (other than any ministerial actions including preparatory activities and discussions involving only the Company and its Representatives) or agree to any restrictions or conditions with respect to obtaining any Consents in connection with the Mergers and the other transactions contemplated by this Agreement without the prior written consent of Parent, other than, in each case, as expressly permitted or expressly required to be taken by the Company and its Subsidiaries pursuant to this Section 5.8. For the avoidance of doubt, all references to this Section 5.8 in this Agreement shall be deemed to include Section 5.8 of the Company Disclosure Schedules.

(f) In furtherance and not in limitation of the other covenants of the parties contained in this Section 5.8, if any administrative or judicial action or proceeding, including any proceeding by a private party, is instituted (or threatened to be instituted) challenging any transaction contemplated by this Agreement, each of the Company, Parent and the Merger Subs shall cooperate in all respects with each other and shall contest and resist any such Action or proceeding and to have vacated, lifted, reversed or overturned any Action, decree, judgment, injunction or other Order, whether temporary, preliminary or permanent, that is in effect and that prohibits, prevents or restricts consummation of the Mergers and the other transactions contemplated by this Agreement.

Section 5.9 Takeover Statute. If any "fair price," "moratorium," "control share acquisition" or other form of anti-takeover statute or regulation shall become applicable to the transactions contemplated hereby, each of the Company, Parent and Merger Subs and the members of their respective boards of directors shall grant such approvals and take such actions as are reasonably necessary so that the transactions contemplated hereby may be consummated as promptly as practicable on the terms contemplated hereby and otherwise act to eliminate or minimize the effects of such statute or regulation on the transactions contemplated hereby.

Section 5.10 Public Announcements. The Company, on the one hand, and Parent and the Merger Subs, on the other hand, shall consult with and provide each other a reasonable opportunity to review and comment on, and consider in good faith any reasonable comments by the other party on, any press release or other public statement or comment prior to the issuance of such press release or other public statement or comment relating to this Agreement or the transactions contemplated hereby and shall not issue any such press release or other public statement or comment prior to such consultation, except as may be required by applicable Law or by obligations pursuant to any listing agreement with any national securities exchange or as may be requested by a Governmental Entity; provided, that the restrictions in this Section 5.10 shall not apply (a) subject to Section 5.4, to any Company press release or other public statement regarding a Company Alternative Proposal and matters related thereto or a Company Change of Recommendation, (b) subject to Section 5.5, to any Parent press release or other public statement regarding a Parent Alternative Proposal and matters related thereto or a Parent Change of Recommendation, (c) in connection with any dispute between the parties regarding this Agreement, the Mergers or the other transactions contemplated hereby or (d) to any statements made by the Company or Parent in response to questions by the press, analysts, investors or those participating in investor calls or industry conferences, so long as such statements are consistent with information previously disclosed in previous press releases, public disclosures or public statements made by the Company and/or Parent in compliance with this Section 5.10. Parent and the Company agree to issue a joint press release as the first public disclosure of this Agreement.

Section 5.11 Indemnification and Insurance.

(a) Parent, each Merger Sub and the Company agree that, for a period of six (6) years after the First Effective Time, all rights to exculpation, indemnification and advancement of expenses now existing in favor of the current or former directors or officers, as the case may be, of the Company or its Subsidiaries as provided in their respective certificates of incorporation, bylaws or other organizational documents or in any indemnification agreements made available to Parent prior to the date of this Agreement shall survive the Mergers and shall continue at and after the First Effective Time in full force and effect. For a period of six (6) years after the First Effective Time, Parent and the Second Surviving Company shall maintain in effect the exculpation, indemnification and advancement of expenses provisions of the Company and its Subsidiaries' certificates of incorporation, bylaws or similar organizational documents in effect as of the date of this Agreement and any indemnification agreements of the Company or any of its Subsidiaries with any of their respective directors or officers made available to Parent prior to the date of this Agreement, and shall not amend, repeal or otherwise modify any such provisions in any manner that would adversely affect the rights thereunder of any individuals who at the First Effective Time were current or former directors or officers of the Company or any of its Subsidiaries; provided, that all rights to indemnification in respect of any Proceeding pending or asserted or any claim made within such period shall continue until the final disposition of such Proceeding or resolution of such claim, even if beyond such six-year period.

(b) The Second Surviving Company shall, and Parent shall cause the Second Surviving Company to, to the fullest extent permitted under applicable Law and the Company and its Subsidiaries' certificates of incorporation, bylaws or similar organizational documents in effect as of the date of this Agreement and any indemnification agreements made available to Parent prior to the date of this Agreement, indemnify and hold harmless (and advance funds in respect of each of the foregoing or any related expenses) each current and former director or officer of the Company or any of its Subsidiaries and each Person who served as a director, officer, member, trustee or fiduciary of another corporation, partnership, joint venture, trust, pension or other employee benefit plan or enterprise at the written request of the Company or its Subsidiaries (each, together with such Person's heirs, executors or administrators, and successors and assigns, an "Indemnified Party") against any costs or expenses (including reasonable attorneys' fees and expenses in advance of the final disposition of any Proceeding to each Indemnified Party), judgments, fines, losses, claims, damages, obligations, costs, liabilities and amounts paid in settlement in connection with any actual or threatened claim, action, suit, proceeding or investigation, whether civil, criminal, administrative or investigative (a "Proceeding"), arising out of, relating to or in connection with any action or omission occurring or alleged to have occurred at or prior to the First Effective Time (including acts or omissions in connection with such Persons serving as an officer, director, employee or other fiduciary of any entity if such service was at the request or for the benefit of the Company or its Subsidiaries), whether asserted or claimed prior to, at or after the First Effective Time. In the event of any such Proceeding, the Second Surviving Company shall cooperate with the Indemnified Party in the defense of any such Proceeding.

(c) For a period of six (6) years from the First Effective Time, Parent and the Second Surviving Company shall cause to be maintained in effect the current policies of directors' and officers' liability insurance and fiduciary liability insurance maintained by the Company and its Subsidiaries with respect to matters arising on or before the First Effective Time; provided, that Parent and the Second Surviving Company shall not be required to pay an aggregate annual premium in excess of 300% of the last aggregate annual premium paid by the Company prior to the date of this Agreement in respect of such coverage required to be maintained pursuant hereto, but in such case shall purchase as much coverage as reasonably practicable for such amount. In lieu of the foregoing, the Company shall, at Parent's request and in reasonable consultation with Parent, purchase, prior to the First Effective Time, six-year prepaid "tail" insurance on terms and conditions providing substantially equivalent benefits as the current policies of directors' and officers' liability and fiduciary liability insurance maintained by the Company and its Subsidiaries with respect to matters arising on or before the First Effective Time, including with respect to the transactions contemplated hereby; provided, that the Company shall not commit or spend on such "tail" insurance, in the aggregate, more than 300% of the last aggregate annual premium paid by the Company prior to the date of this Agreement for the Company's current policies of directors' and officers' liability and fiduciary liability insurance, and if the cost of such "tail" insurance would otherwise exceed such amount, the Company shall purchase, in consultation with Parent, as much coverage as reasonably practicable for up to such limit. Parent and the Second Surviving Company shall cause such insurance to be maintained in full force and effect, for its full term, and cause all obligations thereunder to be honored by the Second Surviving Company.

(d) Parent shall pay all reasonable expenses, including reasonable attorneys' fees, that may be incurred by any Indemnified Party in enforcing the indemnity and other obligations provided in this Section 5.11.

(e) The rights of each Indemnified Party hereunder shall be in addition to, and not in limitation of, any other rights such Indemnified Party may have under the certificates of incorporation, bylaws or other organizational documents of the Company, any of its Subsidiaries or the Second Surviving Company, any other indemnification arrangement, the VSCA, the VLLCA or otherwise. The provisions of this Section 5.11 shall survive the consummation of the Mergers and expressly are intended to benefit, and are enforceable by, each of the Indemnified Parties.

(f) In the event that Parent, the Second Surviving Company or any of their respective successors or assigns (i) consolidates with or merges into any other Person and shall not be the continuing or surviving

corporation or entity in such consolidation or merger or (ii) transfers all or substantially all of its properties and assets to any Person, then, and in either such case, proper provision shall be made so that the successors and assigns of Parent or the Second Surviving Company, as the case may be, shall assume their respective obligations set forth in this Section 5.11.

Section 5.12 Financing Cooperation.

(a) The Company shall use its reasonable best efforts, and shall cause each of its Subsidiaries to use its reasonable best efforts, and each of them shall use their reasonable best efforts to cause their respective Representatives to use their reasonable best efforts, to provide customary cooperation, to the extent reasonably requested by Parent in writing, in connection with the offering, arrangement, syndication, consummation, issuance or sale of any debt financing required to fund the Financing Amounts (the "Debt Financing") (provided, that such requested cooperation does not unreasonably interfere with the ongoing operations of the Company or any of its Subsidiaries), including, to the extent so requested, using reasonable best efforts to:

(i) furnish promptly to Parent the Financing Information;

(ii) assist Parent in its preparation of pro forma financial statements and pro forma information to the extent necessary or reasonably requested by Parent in connection with any Debt Financing;

(iii) provide reasonable and customary assistance to Parent in the preparation of (A) customary offering documents, offering memoranda, offering circulars, private placement memoranda, registration statements, prospectuses, syndication documents and other syndication materials, including information memoranda, lender and investor presentations, bank books and other marketing documents, and similar documents for any portion of the Debt Financing and (B) materials for rating agency presentations which, in each case, as is customary and appropriate, may incorporate by reference periodic and current reports filed by the Company with the SEC;

(iv) make senior management of the Company and its Subsidiaries available, at reasonable times and locations and upon reasonable prior notice, to participate in meetings (including one-on-one conference or virtual calls with Financing Parties and potential Financing Parties), drafting sessions, presentations, road shows, rating agency presentations and due diligence sessions and other customary syndication activities, provided, at the Company's option in consultation with Parent, any such meeting or communication may be conducted virtually by videoconference or other media;

(v) cause the Company's independent registered accounting firm to provide customary assistance, including by using reasonable best efforts to cause the Company's independent registered accounting firm (A) to provide customary comfort letters (including "negative assurance" comfort), in each case in customary form in connection with any capital markets transaction comprising a part of the Debt Financing, including at the time of pricing and closing, to the applicable Financing Parties, (B) if required, provide consents with respect to financial statements for the Company and its Subsidiaries for inclusion or incorporation by reference in documents referred to in clause (iii) of this Section 5.12(a) and (C) participate in a reasonable number of due diligence and drafting sessions; provided, at the Company's option, any such session may be conducted virtually by videoconference or other media, and including by using reasonable best efforts to provide customary representation letters to the extent required by such independent registered accounting firm in connection with the foregoing;

(vi) provide customary authorization letters authorizing the distribution of Company information to prospective lenders in connection with any syndicated bank financing;

(vii) assist in obtaining or updating corporate and facility credit ratings;

(viii) assist in the negotiation, preparation and, substantially concurrently with, conditioned upon, and effective subject to the occurrence of, the Closing, execution of any credit agreement, indenture, note, purchase agreement, underwriting agreement, guarantees and customary closing certificates, as may be reasonably requested by Parent, in each case as contemplated in connection with the Debt Financing;

(ix) cooperate with internal and external counsel of Parent in connection with providing customary back-up certificates and factual information regarding any legal opinion that such counsel may be required to deliver in connection with the Debt Financing;

(x) cooperate with the due diligence requests of Parent and providing access to documents and other information in connection with customary due diligence investigations;

(xi) deliver, prior to Closing, to the extent reasonably requested in writing in advance thereof, all documentation and other information regarding the Company and its Subsidiaries that any Financing Party reasonably determines is required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including the USA PATRIOT Act of 2001, and, to the extent required by any Financing Party, a beneficial ownership certificate (substantially similar in form and substance to the form of Certification Regarding Beneficial Owners of Legal Entity Customers published jointly, in May 2018, by the Loan Syndications and Trading Association and Securities Industry and Financial Markets Association) in respect of any of the Company or any of its Subsidiaries that qualifies as a "legal entity customer" under the Beneficial Ownership Regulation (31 C.F.R. § 1010.230);

(xii) at Parent's written request, cooperate with and use reasonable best efforts to provide all reasonable assistance to Parent with respect to (A) the prepayment of some or all amounts outstanding under the Company Existing Indebtedness, including (x) using reasonable best efforts to prepare and submit customary notices in respect of any such prepayment provided that such prepayment shall be contingent upon the occurrence of the Closing, and (y) using reasonable best efforts to obtain from the lenders or agents, as applicable, under the Company Existing Indebtedness customary payoff letters in respect of such Company Existing Indebtedness and (B) the matters set forth on Section 5.12(a)(xii) of the Company Disclosure Schedules;

(xiii) consent to the use of the Company's and its Subsidiaries' logos in connection with the Debt Financing; provided that such logos are used solely in a manner that is not intended to, nor reasonably likely to, harm or disparage the Company or its Subsidiaries or the Company's or its Subsidiaries' reputation or goodwill; and

(xiv) cause the Company and its Subsidiaries to facilitate the taking of all reasonable and customary corporate action, limited liability company action or other organizational action, as applicable, none of which shall become effective prior to the Closing, necessary to permit and/or authorize the consummation of the Debt Financing.

(b) The foregoing notwithstanding, none of the Company nor any of its Subsidiaries shall be required to take or permit the taking of any action pursuant to this Section 5.12 that would: (i) require the Company or its Subsidiaries or any persons who are officers or directors of such entities to pass resolutions or consents to approve or authorize the execution of the Debt Financing or enter into, execute or deliver any certificate, document, instrument or agreement (except for the authorization letters contemplated by Section 5.12(a)(vi)) unless (x) such officers or directors are to remain as directors and/or officers of the Company or the applicable Subsidiaries on and after the Closing Date and (2) the effectiveness thereof is contingent upon and effective after the Closing, (ii) cause any representation or warranty in this Agreement to be breached by the Company or any of its Subsidiaries, (iii) require the Company or any of its Subsidiaries to (x) pay any commitment or other similar fee prior to the Closing, (y) incur any other expense, liability or obligation which expense, liability or obligation is not reimbursed or indemnified hereunder in connection with the Debt Financing prior to the Closing or (z) have any obligation of the Company or any of its Subsidiaries under any agreement, certificate, document or instrument be effective until the Closing, (iv) cause any director, officer, employee or shareholder of the Company or any of its Subsidiaries to incur any personal liability, (v) conflict with the Organizational Documents of the Company or any of its Subsidiaries or any applicable Laws, (vi) reasonably be expected to result in a material violation or material breach of, or a default (with or without notice, lapse of time, or both) under, any material Contract to which the Company or any of its Subsidiaries is a party, (vii) provide access to or disclose information that the Company or any of its Subsidiaries determines would jeopardize any attorney-client

privilege or other applicable privilege or protection of the Company or any of its Subsidiaries, (viii) require the Company to prepare any financial statements or information (other than the Financing Information) that are not available to it and prepared in the ordinary course of its financial reporting practice, or (ix) require the Company to prepare or deliver any Excluded Information. Nothing contained in this Section 5.12 or otherwise shall require the Company or any of its Subsidiaries, prior to the Closing, to be an issuer or other obligor with respect to the Debt Financing. Parent shall, promptly on request by the Company, reimburse the Company or any of its Subsidiaries for all reasonable and documented out-of-pocket costs incurred by them or their respective Representatives in connection with such cooperation and shall indemnify and hold harmless the Company and its Subsidiaries and their respective Representatives from and against any and all losses suffered or incurred by them in connection with the arrangement of the Debt Financing, any action taken by them at the request of Parent or its representatives pursuant to this Section 5.12 and any information used in connection therewith, other than to the extent any such costs or losses are the result of the gross negligence, bad faith or willful misconduct of the Company, its Subsidiaries or their respective Representatives.

(c) The parties hereto acknowledge and agree that the provisions contained in this Section 5.12 represent the sole obligation of the Company and its Subsidiaries with respect to cooperation in connection with the offering, arrangement, syndication, consummation, issuance or sale of any Debt Financing to be obtained by Parent with respect to the transactions contemplated by this Agreement, and no other provision of this Agreement (including the exhibits and schedules hereto) shall be deemed to expand or modify such obligations. In no event shall the receipt or availability of any funds or financing (including the Debt Financing) by Parent or any of its Affiliates or any other financing or other transactions be a condition to any of Parent's obligations under this Agreement. Notwithstanding anything to the contrary contained in this Agreement, the Company's breach of any of the covenants required to be performed by it under this Section 5.12 shall not be considered in determining the satisfaction of the condition set forth in Section 6.3(b), unless such breach is the primary cause of Parent being unable to obtain the proceeds of the Debt Financing at the Closing.

(d) All non-public or otherwise confidential information regarding the Company or any of its Affiliates obtained by Parent or its Representatives pursuant to this Section 5.12 shall be kept confidential in accordance with the Confidentiality Agreement; provided, that Parent shall be permitted to disclose such information to (i) prospective lenders and investors during syndication and marketing of the Debt Financing that agree to confidentiality undertakings customary for financing transactions of investment grade borrowers (including customary "click-through" confidentiality undertakings and confidentiality provisions contained in customary confidential information memoranda or other offering memoranda), (ii) on a confidential basis to rating agencies, (iii) in the case of any part of the Debt Financing consisting of debt securities, to the extent required to be included in any prospectus, private placement memorandum or other similar offering document in connection with the Debt Financing and (v) otherwise to the extent necessary and consistent with customary practices in connection with the Debt Financing subject to customary confidentiality arrangements reasonably satisfactory to the Company.

Section 5.13 Financing. Parent shall use its reasonable best efforts, and shall cause each of its Subsidiaries to use its reasonable best efforts, to take, or cause to be taken, all actions, and do, or cause to be done, all things necessary, proper or advisable to obtain funds sufficient to fund the Financing Amounts at or before the Closing. Parent shall keep the Company informed on a reasonably current basis of the status of its efforts to obtain funds sufficient to fund the Financing Amounts. The foregoing notwithstanding, compliance by Parent with this Section 5.13 shall not relieve Parent of its obligations to consummate the transactions contemplated by this Agreement whether or not the Debt Financing or any other financing is available.

Section 5.14 Stock Exchange De-listing; 1934 Act Deregistration Stock Exchange Listing.

(a) The Company shall cooperate with Parent and use its reasonable best efforts to take, or cause to be taken, all actions reasonably necessary, proper or advisable on its part under applicable Laws and rules and

policies of the NYSE and the SEC to enable the de- listing by the Second Surviving Company of the Company Common Stock from the NYSE and the deregistration of the Company Common Stock under the Exchange Act as promptly as practicable after the First Effective Time.

(b) Parent shall use its reasonable best efforts to cause the shares of Parent Common Stock to be issued in the First Merger to be approved for listing on the NYSE, subject to official notice of issuance, prior to the First Effective Time.

Section 5.15 Rule 16b-3. Prior to the First Effective Time, the Company and Parent, and the Company Board and the Parent Board (or duly formed committees thereof consisting of non-employee directors (as such term is defined for the purposes of Rule 16b-3 promulgated under the Exchange Act)), shall take such actions as may be reasonably necessary or advisable to cause any dispositions of Company equity securities and any acquisition of Parent equity securities (in each case including derivative securities) pursuant to the transactions contemplated by this Agreement by each individual who is subject to the reporting requirements of Section 16(a) of the Exchange Act with respect to the Company or Parent to be exempt under Rule 16b-3 promulgated under the Exchange Act.

Section 5.16 Shareholder Litigation. Each of the Company and Parent shall keep the other reasonably informed of, and cooperate with such party in connection with, any shareholder litigation or claim against such party and/or its directors or officers relating to the Mergers or the other transactions contemplated by this Agreement. Without limiting the foregoing, the Company shall give Parent a reasonable opportunity to participate in the defense or settlement of any such litigation or claim and the Company shall not compromise or settle, or agree to compromise or settle, any shareholder litigation or claim arising or resulting from the transactions contemplated by this Agreement without the prior written consent of Parent (which shall not be unreasonably withheld, conditioned or delayed).

Section 5.17 Certain Tax Matters.

(a) The parties shall (and shall cause their respective Subsidiaries to) (i) use their respective reasonable best efforts to cause the Mergers, taken together, to qualify as a reorganization within the meaning of Section 368(a) of the Code and (ii) not take any action or fail to take any action if such action or such failure is intended or could reasonably be expected to prevent or impede the Mergers, taken together, from qualifying as a "reorganization" within the meaning of Section 368(a) of the Code. Parent and the Company intend to report, and intend to cause their respective Subsidiaries to report, the Mergers, taken together, as a reorganization within the meaning of Section 368(a) of the Code.

(b) Each of Parent and the Company will, upon reasonable request by the other, use their respective reasonable best efforts and reasonably cooperate with one another in connection with the issuance to Parent or the Company of an opinion of external counsel relating to the Intended Tax Treatment (including if the SEC requires an opinion regarding the Intended Tax Treatment to be prepared and submitted in connection with the declaration of effectiveness of the Proxy Statement/Prospectus, such opinion to be prepared by Wachtell, Lipton, Rosen and Katz (or such other counsel as may be reasonably acceptable to each of Parent and the Company)). In connection with the foregoing, each of Parent and the Company shall use reasonable best efforts to deliver to the relevant counsel, upon reasonable request therefore, certificates (dated as of the necessary date and signed by an officer of the Company or Parent, as applicable), in form and substance reasonably acceptable to such counsel, containing customary representations reasonably necessary or appropriate for such counsel to render such opinion.

(c) Parent shall promptly notify the Company if, at any time before the First Effective Time, Parent becomes aware of the existence of any fact or circumstance that could reasonably be expected to prevent or impede the Mergers, taken together, from qualifying as a "reorganization" within the meaning of Section 368(a) of the Code.

(d) The Company shall promptly notify Parent if, at any time before the First Effective Time, the Company becomes aware of the existence of any fact or circumstance that could reasonably be expected to prevent or impede the Mergers, taken together, from qualifying as a "reorganization" within the meaning of Section 368(a) of the Code.

Section 5.18 Dividends. The Company shall coordinate with Parent the declaration, setting of record dates and payment dates of dividends on shares of Company Common Stock, subject to applicable Law and the approval of the Company Board and the Parent Board, as applicable, so that holders of shares of Company Common Stock do not receive dividends both on shares of Company Common Stock and Parent Common Stock received in the Mergers in respect of any calendar quarter or fail to receive a dividend on one of either shares of Company Common Stock or Parent Common Stock received in the Mergers for any calendar quarter.

Section 5.19 Merger Sub Shareholder Approvals. Promptly following the execution of this Agreement, Parent (in its capacity as sole shareholder of the Merger Subs) shall execute and deliver, in accordance with applicable Law and the applicable Merger Sub's articles of incorporation, articles of organization and bylaws, as applicable, a written consent approving and adopting this Agreement and the transactions contemplated thereby.

Section 5.20 Treatment of Company Existing Indebtedness. The Company shall use reasonable best efforts to deliver to Parent, at least four (4) Business Days prior to the Closing Date, drafts of, and on or prior to the Closing Date, executed copies of, customary payoff letters from the agent or lenders, as applicable, under the Company Existing Indebtedness (a) setting forth the amount required to pay off in full on the Closing Date the indebtedness and other obligations outstanding under the Company Existing Indebtedness and all other related loan documents (including, but not limited to, the outstanding principal, accrued and unpaid interest and prepayment and other penalties) (the "Payoff Amount"), (b) setting forth the wire transfer instructions for the payment of the Payoff Amount and (c) terminating the Company Existing Indebtedness and all other related loan documents, in each case, automatically upon receipt of the Payoff Amount. The Company shall, and shall cause its Subsidiaries to, use reasonable best efforts (in each case subject to the payment of the Payoff Amount) (x) to deliver to Parent (or the agent or lenders, as applicable, under the Company Existing Indebtedness, in the case of prepayment and termination notices) on or prior to the Closing (or on or prior to the date required under the Company Existing Indebtedness, in the case of prepayment and termination notices), in customary form, all the documents, filings and notices required for the termination of the Company Existing Indebtedness.

Section 5.21 Transition. In order to facilitate the integration and the operations of the Company and Parent and their respective Subsidiaries and to permit the coordination of their related operations on a timely basis after the First Effective Time, and in an effort to accelerate to the earliest time possible after the First Effective Time the realization of synergies, operating efficiencies and other benefits expected to be realized as a result of the Mergers, the parties shall promptly after the date of this Agreement establish a transition planning team (the "Transition Team"), which shall consist of members of senior management of each of the Company and Parent and be responsible for facilitating a transition and integration planning process to ensure the successful combination of the operations of Parent and the Company. Subject to applicable Law, the Transition Team shall be responsible for developing and implementing a detailed action plan for the combination of the businesses from and after the First Effective Time and shall (i) confer on a regular and continued basis regarding the status of the transition and integration planning process (with reasonable frequency), (ii) communicate and consult with its members with respect to the manner in which the respective businesses will be conducted from and after the First Effective Time and (iii) coordinate human resources, information technology, operations (including rail network planning), finance and accounting integration. Parent shall consider in good faith the recommendations of the Transition Team in implementing the integration.

ARTICLE 6

CONDITIONS TO THE MERGERS

Section 6.1 Conditions to Obligation of Each Party to Effect the Mergers. The respective obligations of each party to effect the Mergers shall be subject to the satisfaction (or waiver by Parent and the Company to the extent permitted by applicable Law) at or prior to the Closing of the following conditions:

(a) The Company Shareholder Approval shall have been obtained. (b) The Parent Shareholder Approval shall have been obtained.

(c) The Registration Statement shall have become effective in accordance with the provisions of the Securities Act and no stop order suspending the effectiveness of the Registration Statement shall have been issued by the SEC and remain in effect and no proceeding to that effect shall have been commenced.

(d) No injunction or similar Order by any court or other Governmental Entity of competent jurisdiction shall have been entered and shall continue to be in effect that prohibits or makes illegal the consummation of the Mergers.

(e) All Requisite Regulatory Approvals shall have been obtained and shall remain in full force and effect and all statutory waiting periods in respect thereof shall have expired or been terminated.

(f) The shares of Parent Common Stock to be issued in the First Merger shall have been approved for listing on the NYSE, subject to official notice of issuance.

Section 6.2 Conditions to Obligation of the Company to Effect the Mergers. The obligation of the Company to effect the Mergers is further subject to the satisfaction (or waiver by the Company to the extent permitted by applicable Law) of the following conditions:

(a) (i) The representations and warranties of Parent and each Merger Sub set forth in Section 4.2(a) and Section 4.17 shall be true and correct, at and as of the date of this Agreement and at and as of Closing, as if made at and as of such time (except to the extent expressly made as of an earlier date, in which case as of such date), in each case, except for *de minimis* inaccuracies; (ii) the representations and warranties of Parent and each Merger Sub set forth in Section 4.11(a) shall be true and correct in all respects, at and as of the date of this Agreement and at and as of Closing, as if made at and as of such time; (iii) the representations and warranties of Parent and each Merger Sub set forth in the first sentence of Section 4.1(a), Section 4.2(b), Section 4.3(a), Section 4.3(b) and Section 4.19 shall be true and correct in all material respects, at and as of the date of this Agreement and at and as of Closing, as if made at and as of such time (except to the extent expressly made as of an earlier date, in which case as of such date); and (iv) the other representations and warranties of Parent and each Merger Sub set forth in Article 4 shall be true and correct at and as of the date of this Agreement and at and as of Closing, as if made at and as of such time (except to the extent expressly made as of an earlier date, in which case as of such date), except with respect to this clause (iv) where the failure of such representations and warranties to be so true and correct (for purposes of this Section 6.2(a), without giving effect to any materiality, Parent Material Adverse Effect or similar qualifications therein, other than in Section 4.11(a)) would not have or would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect.

(b) Parent and each Merger Sub shall have performed in all material respects all obligations and complied in all material respects with all covenants required by this Agreement to be performed or complied with by them prior to the Closing.

(c) Since the date of this Agreement, there shall not have occurred any event, change, occurrence, effect or development that has had, or is reasonably likely to have, a Parent Material Adverse Effect that is continuing.

(d) Parent shall have delivered to the Company a certificate, dated as of the Closing Date and signed by its Chief Executive Officer or another senior officer, certifying to the effect that the conditions set forth in Section 6.2(a), Section 6.2(b) and Section 6.2(c) have been satisfied.

Section 6.3 Conditions to Obligations of Parent and Merger Subs to Effect the Mergers. The obligations of Parent and each Merger Sub to effect the Mergers are further subject to the satisfaction (or waiver by Parent to the extent permitted by applicable Law) of the following conditions:

(a) (i) The representations and warranties of the Company set forth in Section 3.2(a) (other than the last sentence thereof) shall be true and correct, at and as of the date of this Agreement and at and as of Closing, as if made at and as of such time (except to the extent expressly made as of an earlier date, in which case as of such date), except for *de minimis* inaccuracies; (ii) the representations and warranties of the Company set forth in Section 3.14(a) shall be true and correct in all respects, at and as of the date of this Agreement and at and as of Closing, as if made at and as of such time; (iii) the representations and warranties of the Company set forth in the first sentence of Section 3.1(a), Section 3.2(b), Section 3.3(a), Section 3.3(b) and Section 3.27 shall be true and correct in all material respects, at and as of the date of this Agreement and at and as of Closing, as if made at and as of such time (except to the extent expressly made as of an earlier date, in which case as of such date); and (iv) the other representations and warranties of the Company set forth in Article 3 shall be true and correct in all respects at and as of the date of this Agreement and at and as of Closing, as if made at and as of such time (except to the extent expressly made as of an earlier date, in which case as of such date), except with respect to this clause (iv) where the failure of such representations and warranties to be so true and correct (for purposes of this Section 6.3(a), without giving effect to any materiality, Company Material Adverse Effect or similar qualifications therein, other than in Section 3.14(a) and Section 3.23) would not have or would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect.

(b) The Company shall have performed in all material respects all obligations and complied in all material respects with all covenants required by this Agreement to be performed or complied with by it prior to the Closing.

(c) Since the date of this Agreement, there shall not have occurred any event, change, occurrence, effect or development that has had, or is reasonably likely to have, a Company Material Adverse Effect that is continuing.

(d) The Company shall have delivered to Parent a certificate, dated as of the Closing Date and signed by its Chief Executive Officer or another senior officer, certifying to the effect that the conditions set forth in Section 6.3(a), Section 6.3(b) and Section 6.3(c) have been satisfied.

(e) No Requisite Regulatory Approvals shall have resulted in the imposition, individually or in the aggregate, of any Materially Burdensome Regulatory Condition.

(f) No injunction or similar Order by any court or other Governmental Entity of competent jurisdiction shall have been entered and shall continue to be in effect that imposes, individually or in the aggregate, a Materially Burdensome Regulatory Condition.

Section 6.4 Frustration of Closing Conditions. No party hereto may rely, either as a basis for not consummating the Mergers or terminating this Agreement and abandoning the Mergers, on the failure of any condition set forth in Section 6.1, Section 6.2 or Section 6.3, as the case may be, to be satisfied if such failure was caused by such party's material breach of any covenant or agreement of this Agreement.

ARTICLE 7

TERMINATION

Section 7.1 Termination or Abandonment. This Agreement may be terminated and abandoned prior to the First Effective Time, whether before or after any approval by the shareholders of the Company or the shareholders of Parent of the matters presented in connection with the Mergers:

(a) by the mutual written consent of the Company and Parent;

(b) by either the Company or Parent, if:

(i) (A) the First Effective Time shall not have occurred on or before January 28, 2028 (the "End Date") and (B) the party seeking to terminate this Agreement pursuant to this Section 7.1(b)(i) shall not have breached in any material respect its obligations under this Agreement in any manner that has been the primary cause of the failure to consummate the Mergers on or before such date; provided that, to the extent the condition to Closing set forth in Section 6.1(e) has not been satisfied or waived on or prior to the End Date, but all other conditions to Closing set forth in Article 6 have been satisfied or waived (except for Section 6.1(f) and those conditions that by their nature are to be satisfied at the Closing), the End Date shall be automatically extended by the aggregate number of days (if any) during which the process for obtaining the STB Approval following the prefiling notification pursuant to 49 C.F.R. § 1180.4(b) is extended due to (i) any Order by the STB requiring Parent and/or Company to submit additional information or (ii) the regulatory or statutory deadlines associated with the process for obtaining the STB Approval being suspended, tolled, or extended for any reason, and after having given effect to any extension under the foregoing clause (i) or (ii), for three (3) additional Business Days;

(ii) any Governmental Entity of competent jurisdiction shall have issued or entered an injunction or similar Order permanently enjoining or prohibiting the consummation of the Mergers, and such injunction or Order shall have become final and non-appealable; provided, that the party seeking to terminate this Agreement pursuant to this Section 7.1(b)(ii) shall not have breached in any material respect its obligations under this Agreement in any manner that has been the primary cause of such injunction or Order;

(iii) if the Company Shareholder Meeting (after giving effect to any adjournments or postponements thereof) shall have been held and been concluded and the Company Shareholder Approval shall not have been obtained; or

(iv) if the Parent Shareholder Meeting (after giving effect to any adjournments or postponements thereof) shall have been held and been concluded and the Parent Shareholder Approval shall not have been obtained;

(c) by the Company:

(i) if Parent or either Merger Sub shall have breached or failed to perform any of their representations, warranties, covenants or other agreements contained in this Agreement, which breach or failure to perform (A) would result in a failure of a condition set forth in Section 6.2(a) or Section 6.2(b) and (B) cannot be cured by the End Date or, if curable, is not cured within forty-five (45) Business Days following the Company's delivery of written notice to Parent stating the Company's intention to terminate this Agreement pursuant to this Section 7.1(c)(i) and the basis for such termination; provided, that the Company shall not have a right to terminate this Agreement pursuant to this Section 7.1(c)(i) if the Company is then in material breach of any representation, warranty, agreement or covenant contained in this Agreement;

(ii) prior to the receipt of the Parent Shareholder Approval, if the Parent Board shall have effected a Parent Change of Recommendation; or

(iii) prior to the receipt of the Parent Shareholder Approval, if Parent shall have materially breached Section 5.5;

(d) by Parent:

(i) if the Company shall have breached or failed to perform any of its representations, warranties, covenants or other agreements contained in this Agreement, which breach or failure to perform (A) would result in a failure of a condition set forth in Section 6.3(a) or Section 6.3(b) and (B) cannot be cured by the End Date or, if curable, is not cured within forty-five (45) Business Days following Parent's delivery of written notice to the Company stating Parent's intention to terminate this Agreement pursuant to this Section 7.1(d)(i) and the basis for such termination; provided, that Parent shall not have a right to terminate this Agreement pursuant to this Section 7.1(d)(i) if Parent or either Merger Sub is then in material breach of any representation, warranty, agreement or covenant contained in this Agreement;

(ii) prior to the receipt of the Company Shareholder Approval, if the Company Board shall have effected a Company Change of Recommendation; or

(iii) prior to the receipt of the Company Shareholder Approval, if the Company shall have materially breached Section 5.4.

Section 7.2 Effect of Termination. In the event of a valid termination of this Agreement pursuant to Section 7.1, the terminating party shall forthwith give written notice thereof to the other party or parties and this Agreement shall terminate, and the transactions contemplated hereby shall be abandoned, without further action by any of the parties hereto. In the event of a valid termination of this Agreement pursuant to Section 7.1, this Agreement shall forthwith become null and void and there shall be no liability or obligation on the part of the Company, Parent, either Merger Sub or their respective Subsidiaries or Affiliates, except that: (i) no such termination shall relieve any party of its obligation to pay the Company Termination Fee, the Parent Termination Fee or the Regulatory Termination Fee, as applicable, if, as and when required pursuant to Section 7.3; (ii) no such termination shall relieve any party for liability for such party's fraud or willful and material breach of any covenant or obligation contained in this Agreement prior to its termination (in which case the aggrieved party shall be entitled to seek all rights and remedies available at law or in equity, including for the avoidance of doubt, in the case of the Company, damages based on the loss of premium offered to each holder of Company Common Stock, which damages the Company shall be entitled to retain); and (iii) the Confidentiality Agreement, the provisions of the last sentence of Section 5.12(b) and the provisions of Section 5.3(c), Section 5.12(c), this Section 7.2, Section 7.3 and Article 8 shall survive the termination hereof.

Section 7.3 Termination Fees.

(a) Company Termination Fee. If (A) this Agreement is terminated by Parent pursuant to Section 7.1(d)(ii), (B) this Agreement is terminated by the Company or Parent pursuant to Section 7.1(b)(iii) at a time when Parent had the right to terminate pursuant to Section 7.1(d)(ii), or (C) (x) after the date of this Agreement, a Company Alternative Proposal (substituting in the definition thereof "50%" for "10%" in each place each such term appears) is publicly proposed or publicly disclosed, and not publicly withdrawn at least two (2) Business Days, prior to the Company Shareholder Meeting (a "Company Qualifying Transaction"), (y) this Agreement is terminated by (1) the Company or Parent pursuant to Section 7.1(b)(iii) or, solely if the Company Shareholder Approval has not been obtained, Section 7.1(b)(i), or (2) Parent pursuant to Section 7.1(d)(i), and (z) concurrently with or within twelve (12) months after such termination, the Company (1) consummates a Company Qualifying Transaction or (2) enters into a definitive agreement providing for a Company Qualifying Transaction and later consummates such Company Qualifying Transaction, then the Company shall pay to Parent in consideration of Parent disposing of its rights hereunder (other than those rights set out in Section 7.2), by wire transfer of immediately available funds to an account designated in writing by Parent, a fee of $2,500,000,000 (two billion five hundred million dollars) in cash (the "Company Termination Fee"), such payment to be made, in the case of clause (A) above, within two (2) Business Days after such termination; in the case of clause (B) above, with respect to a termination by Parent, within two (2) Business Days after such termination, or with respect to a termination by the Company, concurrently with such termination; or in the case of clause (C) above, within two (2) Business Days after the consummation of such Company Qualifying Transaction; it being

understood that in no event shall the Company be required to pay the Company Termination Fee on more than one occasion. On the payment by the Company of the Company Termination Fee as and when required by this Section 7.3(a), none of the Company, its Subsidiaries or their respective former, current or future officers, directors, partners, shareholders, managers, members, Affiliates and Representatives shall have any further liability with respect to this Agreement or the transactions contemplated hereby to Parent, either Merger Sub or their respective Affiliates or Representatives, except to the extent provided in Section 7.2.

(b) Parent Termination Fees.

(i) If this Agreement is terminated by the Company or Parent pursuant to any of (A) Section 7.1(b)(i), and at the time of such termination, (1) one or more of the conditions set forth in Section 6.1(d) (solely as a result of an injunction or Order entered or issued by a Governmental Entity pursuant to any Railroad Law, Antitrust Law or similar Law), Section 6.1(e), Section 6.3(e) or Section 6.3(f) has not been satisfied or waived and (2) all of the other conditions set forth in Section 6.1 and Section 6.3 have been satisfied or waived (except for Section 6.1(f) and those conditions that by their nature are to be satisfied at the Closing; provided, that such conditions were then capable of being satisfied if the Closing had taken place), or (B) Section 7.1(b)(ii) (solely as the result of a final and non-appealable Order entered or issued by a Governmental Entity pursuant to any Railroad Law, Antitrust Law or similar Law), then Parent shall pay to the Company in consideration of the Company disposing of its rights hereunder (other than those rights set out in Section 7.2), by wire transfer of immediately available funds to an account designated in writing by the Company, a fee of $2,500,000,000 (two billion five hundred million dollars) in cash (the "Regulatory Termination Fee"), with such payment to be made within three (3) Business Days of such termination.

(ii) If (A) this Agreement is terminated by the Company pursuant to Section 7.1(c)(ii), (B) this Agreement is terminated by the Company or Parent pursuant to Section 7.1(b)(iv) at a time when the Company had the right to terminate pursuant to Section 7.1(c)(ii), or (C) (x) after the date of this Agreement, a Parent Alternative Proposal (substituting in the definition thereof "50%" for "10%" in each place each such term appears) is publicly proposed or publicly disclosed, and not publicly withdrawn at least two (2) Business Days, prior to the Parent Shareholder Meeting (a "Parent Qualifying Transaction"), (y) this Agreement is terminated by (1) the Company or Parent pursuant to Section 7.1(b)(iv) or, solely if the Parent Shareholder Approval has not been obtained, Section 7.1(b)(i), or (2) the Company pursuant to Section 7.1(c)(i), and (z) concurrently with or within twelve (12) months after such termination, Parent (1) consummates a Parent Qualifying Transaction or (2) enters into a definitive agreement providing for a Parent Qualifying Transaction and later consummates such Parent Qualifying Transaction, then Parent shall pay to the Company in consideration of the Company disposing of its rights hereunder (other than those rights set out in Section 7.2), by wire transfer of immediately available funds to an account designated in writing by the Company, a fee of $2,500,000,000 (two billion five hundred million dollars) in cash (the "Parent Termination Fee"), such payment to be made, in the case of clause (A) above, within two (2) Business Days after such termination; in the case of clause (B) above, with respect to a termination by the Company, within two (2) Business Days after such termination, or with respect to a termination by Parent, concurrently with such termination; or in the case of clause (C) above, within two (2) Business Days after the consummation of such Parent Qualifying Transaction; it being understood that in no event shall Parent be required to pay both the Parent Termination Fee and the Regulatory Termination Fee or either of the Parent Termination Fee or the Regulatory Termination Fee on more than one occasion.

(c) Acknowledgments. Each party acknowledges that the agreements contained in this Section 7.3 are an integral part of this Agreement and that, without Section 7.3(a), Parent would not have entered into this Agreement and that, without Section 7.3(b), the Company would not have entered into this Agreement. Accordingly, if the Company or Parent fails to promptly pay any amount due pursuant to this Section 7.3, the Company or Parent, as applicable, shall pay to Parent or the Company, respectively, all fees, costs and expenses of enforcement (including attorneys' fees as well as expenses incurred in connection with any action initiated seeking such payment), together with interest on the amount of the Company Termination Fee, the Parent

Termination Fee or the Regulatory Termination Fee, as applicable, at the prime lending rate as published in the *Wall Street Journal*, in effect on the date such payment is required to be made. Notwithstanding anything to the contrary in this Agreement, the parties hereby acknowledge that in the event that the Company Termination Fee, the Parent Termination Fee or the Regulatory Termination Fee becomes payable by, and is paid by, the Company to Parent or Parent to the Company, as applicable, such Company Termination Fee, Parent Termination Fee or Regulatory Termination Fee, as applicable shall be the receiving party's sole and exclusive remedy pursuant to this Agreement. The parties further acknowledge that none of the Company Termination Fee, the Parent Termination Fee or the Regulatory Termination Fee shall constitute a penalty but is in consideration for a disposition of the rights of the recipient under this Agreement and represents liquidated damages, in a reasonable amount that will compensate Parent or the Company, as applicable, in the circumstances (which do not involve fraud or willful and material breach by the other party of this Agreement) in which the Company Termination Fee, the Parent Termination Fee or the Regulatory Termination Fee, as applicable, is payable for the efforts and resources expended and opportunities foregone while negotiating this Agreement and in reliance on this Agreement and on the expectation of the consummation of the Mergers, which amount would otherwise be impossible to calculate with precision. The parties further acknowledge that the right to receive the Company Termination Fee, the Parent Termination Fee or the Regulatory Termination Fee, as applicable, shall not limit or otherwise affect any such party's right to specific performance as provided in Section 8.5.

ARTICLE 8

MISCELLANEOUS

Section 8.1 No Survival of Representations and Warranties. None of the representations, warranties, covenants and agreements in this Agreement or in any instrument delivered pursuant to this Agreement shall survive the consummation of the Mergers, except for covenants and agreements that contemplate performance after the First Effective Time or otherwise expressly by their terms survive the First Effective Time.

Section 8.2 Expenses. Except as set forth in Section 5.11, Section 5.12 or Section 7.3, whether or not the Mergers are consummated, all costs and expenses incurred in connection with the Mergers, this Agreement and the transactions contemplated hereby shall be paid by the party incurring or required to incur such expenses, except that all filing fees paid by any party in respect of any regulatory filing (including any and all filings under the Antitrust Laws and/or in respect of the Company Approvals or Parent Approvals) shall be borne by Parent. Except as otherwise provided in Section 2.2(b)(ii), all transfer, documentary, sales, use, stamp, registration and other similar Taxes and fees imposed with respect to, or as a result of, the Mergers shall be borne by Parent, the First Surviving Corporation or the Second Surviving Company, and expressly shall not be a liability of holders of Company Common Stock.

Section 8.3 Counterparts; Effectiveness. This Agreement may be executed in counterparts (including by electronic mail in "portable document format" (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document), each of which shall be an original, with the same effect as if the signatures thereto and hereto were on the same instrument. This Agreement shall become effective when one or more counterparts have been signed by each of the parties and delivered (by telecopy, facsimile, electronic mail or otherwise as authorized by the prior sentence) to the other parties.

Section 8.4 Governing Law; Jurisdiction. This Agreement shall be deemed to be made in and in all respects shall be governed by, interpreted and construed in accordance with the laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware (except that matters relating to the fiduciary duties of (x) the Company Board shall be subject to the laws of the State of Virginia and (y) the Parent Board shall be subject to the laws of the State of Utah). In addition, each of the parties hereto irrevocably agrees that any legal action or proceeding with respect to this Agreement and the

rights and obligations arising hereunder, or for recognition and enforcement of any judgment in respect of this Agreement and the rights and obligations arising hereunder brought by the other party hereto or its successors or assigns, shall be brought and determined exclusively in the Delaware Court of Chancery or (and only if) such court finds it lacks subject matter jurisdiction, the Superior Court of the State of Delaware (Complex Commercial Division) provided that if the subject matter over the matter is the subject of the action or proceeding is vested exclusively in the United States federal courts, such action or proceeding shall be heard in the United States District Court for the District of Delaware (the "Chosen Courts"). Each of the parties hereto hereby irrevocably submits with regard to any such action or proceeding for itself and in respect of its property, generally and unconditionally, to the personal jurisdiction of the Chosen Courts and agrees that it shall not bring any action relating to this Agreement or any of the transactions contemplated by this Agreement in any court other than the Chosen Courts. Each of the parties hereto hereby irrevocably waives, and agrees not to assert as a defense, counterclaim or otherwise, in any action or proceeding with respect to this Agreement, (a) any claim that it is not personally subject to the jurisdiction of the Chosen Courts, (b) any claim that it or its property is exempt or immune from the jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (c) to the fullest extent permitted by the applicable Law, any claim that (i) the Action in such court is brought in an inconvenient forum, (ii) the venue of such Action is improper or (iii) this Agreement, or the subject matter hereof, may not be enforced in or by such courts. Each party hereto irrevocably consents to service of process inside or outside the territorial jurisdiction of the courts referred to in this Section 8.4 in the manner provided for notices in Section 8.7. Nothing in this Agreement shall affect the right of any party hereto to serve process in any other manner permitted by applicable Law.

Section 8.5 Specific Enforcement.

(a) The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. Each party agrees that, in the event of any breach or threatened breach by any other party of any covenant or obligation contained in this Agreement, the non-breaching party shall be entitled (in addition to any other remedy that may be available to it whether in law or equity, including monetary damages) to obtain (i) a decree or order of specific performance to enforce the observance and performance of such covenant or obligation and (ii) an injunction restraining such breach or threatened breach.

(b) Each party further agrees that no other party or any other Person shall be required to obtain, furnish or post any bond or similar instrument in connection with or as a condition to obtaining any remedy referred to in this Section 8.5, and each party irrevocably waives any right it may have to require the obtaining, furnishing or posting of any such bond or similar instrument.

Section 8.6 WAIVER OF JURY TRIAL. EACH OF THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY MAKES THIS WAIVER VOLUNTARILY AND SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS CONTAINED IN THIS SECTION 8.6.

Section 8.7 Notices. Any notice required to be given hereunder shall be sufficient if in writing, and sent by email by reliable overnight delivery service (with proof of service), hand delivery or certified or registered mail (return receipt requested and first-class postage prepaid), addressed as follows:

To Parent or the Merger Subs:

Union Pacific Corporation
1400 Douglas Street, Stop 1580
Omaha, Nebraska 68179

Attention: V. James Vena
Christina B. Conlin

Email: JimVena@up.com
Christina.Conlin@up.com

with a copy (which shall not constitute notice) to:

Skadden, Arps, Slate, Meagher & Flom LLP
One Manhattan West
New York, NY 10001
Attention: Paul T. Schnell, Esq.
Brandon Van Dyke, Esq.
Dohyun Kim, Esq.
Email: Paul.Schnell@skadden.com
Brandon.VanDyke@skadden.com
Dohyun.Kim@skadden.com

And a copy (which shall not constitute notice) to:

Covington & Burling LLP
One CityCenter
850 Tenth Street, NW
Washington, DC 20001
Attention: Derek Ludwin, Esq.
Michael L. Rosenthal, Esq.
Email: dludwin@cov.com
mrosenthal@cov.com

To the Company:

Norfolk Southern Corporation
650 West Peachtree Street NW
Atlanta, Georgia 30308-1925
Attention: Mark R. George
Jason M. Morris
Email: Mark.George@nscorp.com
Jason.Morris2@nscorp.com

with a copy (which shall not constitute notice) to:

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, New York 10019
Attention: Edward D. Herlihy, Esq.
Jacob A. Kling, Esq.
Email: EDHerlihy@wlrk.com
JAKling@wlrk.com

or to such other address as a party shall specify by written notice so given, and such notice shall be deemed to have been delivered (a) when sent by email, (b) on proof of service when sent by reliable overnight delivery service, (c) on personal delivery in the case of hand delivery or (d) on receipt of the return receipt when sent by certified or registered mail. Any party to this Agreement may notify any other party of any changes to the address or any of the other details specified in this Section 8.7; provided, that such notification shall only be effective on the date specified in such notice or two (2) Business Days after the notice is given, whichever is later.

Section 8.8 Assignment; Binding Effect. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other parties. Subject to the preceding sentence, this Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

Section 8.9 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the sole extent of such invalidity or unenforceability without rendering invalid or unenforceable the remainder of such term or provision or the remaining terms and provisions of this Agreement in any jurisdiction.

If any provision of this Agreement is so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable.

Section 8.10 Entire Agreement; No Third-Party Beneficiaries. This Agreement (including the exhibits and schedules hereto), the Confidentiality Agreement and the Clean Team Agreement constitute the entire agreement, and supersede all other prior agreements and understandings, both written and oral, between the parties, or any of them, with respect to the subject matter hereof and thereof. Except for (a) the provisions of Article 2 (which, from and after the First Effective Time, shall be for the benefit of holders of the Company Common Stock (including Company Equity Awards) as of immediately prior to the First Effective Time), Section 5.11 (which, from and after the First Effective Time, shall be for the benefit of the Indemnified Parties), and the provisions of the last sentence of Section 5.12(b) (which shall be for the benefit of the express beneficiaries thereof) and (b) the rights of the Company, on behalf of the Company's shareholders (each of which are third party beneficiaries of this Agreement to the extent required for the provision to be enforceable), and the rights of Parent, on behalf of Parent's shareholders (each of which are third party beneficiaries of this Agreement to the extent required for this provision to be enforceable), to pursue specific performance as set forth in Section 8.5 or, if specific performance is not sought or granted as a remedy, seek damages (in which case the aggrieved party shall be entitled to seek all rights and remedies available at law or in equity, including for the avoidance of doubt, in the case of the Company, damages based on the loss of premium offered to each holder of Company Common Stock, which damages the Company shall be entitled to retain) in the event of fraud or willful and material breach of any provision of this Agreement (it being agreed that in no event shall any shareholder of the Company or Parent be entitled to enforce any of their rights, or any of the parties' obligations, under this Agreement directly in the event of any such breach, but rather that (x) the Company shall have the sole and exclusive right to do so in its sole and absolute discretion, as agent for the Company's shareholders, and (y) Parent shall have the sole and exclusive right to do so in its sole and absolute discretion, as agent for the Parent shareholders, and the Company or Parent, as applicable, may retain any amounts obtained in connection therewith), this Agreement is for the sole benefit of the parties hereto and their permitted assigns and nothing herein is intended to and shall not confer on any Person other than the parties hereto any rights or remedies hereunder. The representations and warranties in this Agreement are the product of negotiations among the parties. Any inaccuracies in such representations and warranties are subject to waiver by the parties in accordance with Section 8.11 without notice or liability to any other Person. In some instances, the representations and warranties in this Agreement may represent an allocation among the parties of risks associated with particular matters regardless of the knowledge of any of the parties. Consequently, Persons other than the parties may not rely upon the representations and warranties in this Agreement as characterizations of actual facts or circumstances as of the date of this Agreement or as of any other date.

Section 8.11 Amendments; Waivers. At any time prior to the First Effective Time, whether before or after receipt of the Company Shareholder Approval and the Parent Shareholder Approval, any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by the Company, Parent and each Merger Sub, or in the case of a waiver, by the party against whom the waiver is to be effective; provided, that (a) after receipt of the Company Shareholder Approval, if any such amendment or waiver shall by applicable Law or in accordance with the rules and regulations of the NYSE require further approval of the shareholders of the Company, the effectiveness of such amendment or

waiver shall be subject to the approval of the shareholders of the Company and (b) after receipt of the Parent Shareholder Approval, if any such amendment or waiver shall by applicable Law or in accordance with the rules and regulations of the NYSE require further approval of the shareholders of Parent, the effectiveness of such amendment or waiver shall be subject to the approval of the shareholders of Parent. The foregoing notwithstanding, no failure or delay by any party in exercising any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise of any other right hereunder. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by Law.

Section 8.12 Headings. Headings of the Articles and Sections of this Agreement are for convenience of the parties only and shall be given no substantive or interpretive effect whatsoever. The table of contents to this Agreement is for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 8.13 Interpretation. When a reference is made in this Agreement to an Article or Section, such reference shall be to an Article or Section of this Agreement unless otherwise indicated. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. Unless otherwise specified, all references herein to "$" or "dollars" shall be to U.S. dollars. Except as otherwise indicated, all references herein to the Subsidiaries of a Person shall be deemed to include all direct and indirect Subsidiaries of such Person unless otherwise indicated or the context otherwise requires. All terms defined in this Agreement shall have the defined meanings when used in any certificate or other document made or delivered pursuant thereto unless otherwise defined therein. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such terms. Any agreement defined or referred to herein or in any schedule that is referred to herein means such agreement as from time to time amended, modified or supplemented, including by waiver or consent, together with any addenda, schedules or exhibits to, any purchase orders or statements of work governed by, and any "terms of services" or similar conditions applicable to, such agreement. Any specific law defined or referred to herein or in any schedule that is referred to herein means such law as from time to time amended and to any rules or regulations promulgated thereunder. Each of the parties has participated in the drafting and negotiation of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement must be construed as if it is drafted by all the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of authorship of any of the provisions of this Agreement. Any obligation of the Company or Parent contained in this Agreement to take any action, or refrain from taking any action, shall, with respect to Company's or Parent's, as applicable, joint ventures and non-wholly owned Subsidiaries, solely apply to the extent within the Company's or Parent's control, as applicable.

Section 8.14 Obligations of Merger Subs. Whenever this Agreement requires either Merger Sub or any other Subsidiary of Parent to take any action, such requirement shall be deemed to include an undertaking on the part of Parent to cause such Merger Sub or such Subsidiary, as applicable, to take such action. Whenever this Agreement requires a Subsidiary of the Company to take any action, such requirement shall be deemed to include an undertaking on the part of the Company to cause such Subsidiary to take such action, and after the First Effective Time, on the part of the First Surviving Corporation or the Second Surviving Company, as applicable, to cause such Subsidiary to take such action.

Section 8.15 Definitions. For purposes of this Agreement, the following terms (as capitalized below) shall have the following meanings when used herein:

"Action" means a claim, action, suit, or proceeding, whether civil, criminal, or administrative.

"Affiliates" means, with respect to any Person, any other Person that, directly or indirectly, controls, or is controlled by, or is under common control with, such Person. As used in this definition, "control" (including,

with its correlative meanings, "controlled by" and "under common control with") shall mean the possession, directly or indirectly, of the power to direct or cause the direction of management or policies of a Person, whether through the ownership of securities or partnership or other ownership interests, by contract or otherwise.

"AI Technologies" means any machine-based artificial intelligence systems that generate outputs, predictions, content, recommendations, or decisions using any "large language model," "foundation model," "machine learning," "deep learning," or "natural language processing," and includes any definition provided by applicable Law for "artificial intelligence," "generative artificial intelligence," or any similar term.

"Antitrust Laws" means the Sherman Antitrust Act of 1890, the Clayton Antitrust Act of 1914, the HSR Act, the Federal Trade Commission Act of 1914, and all other applicable supranational, national, federal, state, county, local or foreign antitrust, competition or trade statutes, rules, regulation, Orders, decrees, administrative and judicial doctrines and other Laws that are designed or intended to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade or lessening competition through merger or acquisition, regulate foreign investments.

"beneficial owner" means, with respect to any securities, any Person who, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, has or shares (a) voting power, which includes the power to vote, or to direct the voting of, such security; and/or (b) investment power, which includes the power to dispose, or to direct the disposition, of such security; and shall otherwise be interpreted in accordance with the term "beneficial owner" as defined in Rule 13d-3 adopted by the SEC under the Exchange Act. The terms "beneficial ownership," "beneficially own" and "beneficially owned" shall have a correlative meaning.

"Business Day" means any day other than a Saturday, Sunday or a day on which the banks in New York, New York are authorized by law or executive order to be closed.

"CNA" means the Comisión Nacional Antimonopolio (the Mexican National Antitrust Commission) or its predecessor agencies (the Comisión Federal de Competencia Económica (COFECE) and the Instituto Federal de Telecomunicaciones (IFT)) or any successor agency.

"Commercial Paper Program" means the commercial paper program established pursuant to the Commercial Paper Dealer Agreements, each dated as of June 21, 2024, among the Company, as issuer, and each of Citigroup Global Markets Inc., Wells Fargo Securities, LLC and BofA Securities, Inc., together with all related documents, instruments, guarantees, and agreements, under which the issuer may issue and sell, and the dealers may arrange for the sale of, short-term promissory notes in an aggregate principal amount outstanding at any time not to exceed $800,000,000, and all obligations, liabilities, and indebtedness arising thereunder.

"Company Benefit Plans" means all employee or director compensation and/or pension or other benefit plans, programs, policies, agreements or other arrangements, including any "employee welfare plan" within the meaning of Section 3(1) of ERISA, any "employee pension benefit plan" within the meaning of Section 3(2) of ERISA (whether or not such plan is subject to ERISA), and any bonus, incentive, deferred compensation, vacation, stock purchase, stock option, severance, employment, change of control or fringe benefit plan, program or agreement (other than any Multiemployer Plan), in each case that are sponsored, maintained or contributed to by the Company or any of its Subsidiaries for the benefit of current or former employees or directors of the Company or its Subsidiaries and are not otherwise required to be sponsored, maintained or contributed to by applicable Law.

"Company Common Stock" means the common stock, par value $1.00 per share, of the Company.

"Company Equity Awards" means Company Options, Company RSUs and Company PSUs.

"Company Existing Indebtedness" means (a) that certain Amended and Restated Credit Agreement, dated as of January 26, 2024 (as amended, restated, amended and restated or otherwise modified from time to time),

among the Company, the lenders from time to time party thereto, and Wells Fargo Bank, N.A., as administrative agent and swingline lender, (b) the Commercial Paper Program and (c) the Receivables Securitization Facility.

"Company Intellectual Property" means all Intellectual Property owned or purported to be owned by the Company or any of its Subsidiaries.

"Company IT Assets" means all IT Assets owned or purported to be owned by the Company or any of its Subsidiaries.

"Company Labor Agreement" means any collective bargaining agreement or other agreement with a labor or trade union, works council or like organization to which the Company or any of its Subsidiaries is a party or is otherwise bound.

"Company Material Adverse Effect" means an event, change, occurrence, effect or development that (x) has a material adverse effect on the business, operations or financial condition of the Company and its Subsidiaries, taken as a whole, or (y) would prevent, materially delay or materially impair the ability of the Company to consummate the transactions contemplated by this Agreement (including the Mergers), but, solely in the case of clause (x), shall not include events, changes, occurrences, effects or developments relating to or resulting from (a) changes in general economic or political conditions or the securities, equity, credit or financial markets in general, or changes in or affecting domestic or foreign interest or exchange rates, (b) any decline in the market price or trading volume of the Company Common Stock or any change in the credit rating of the Company or any of its securities (provided, that the facts and circumstances underlying any such decline or change may be taken into account in determining whether a Company Material Adverse Effect has occurred to the extent not otherwise excluded by the definition thereof), (c) changes or developments in the industries in which the Company or its Subsidiaries operate, (d) changes in Law or the interpretation or enforcement thereof after the date of this Agreement, (e) the execution, delivery or performance of this Agreement or the public announcement or pendency or consummation of the Mergers or other transactions contemplated hereby, including the impact thereof on the relationships, contractual or otherwise, of the Company or any of its Subsidiaries with employees, partnerships, customers or suppliers or Governmental Entities (provided that the exception in this clause (e) shall not apply to references of "Company Material Adverse Effect" in the representations and warranties contained in Section 3.3), (f) the identity of Parent or any of its Affiliates as the acquiror of the Company, (g) compliance with the terms of, or the taking or omission of any action required by this Agreement or consented to (after disclosure to Parent of all material and relevant facts and information) or requested by Parent in writing, (h) any act of civil unrest, civil disobedience, war, terrorism, cyberterrorism, military activity, sabotage or cybercrime, including an outbreak or escalation of hostilities involving the United States or any other Governmental Entity or the declaration by the United States or any other Governmental Entity of a national emergency or war, or any worsening or escalation of any such conditions threatened or existing on the date of this Agreement, (i) any hurricane, tornado, flood, earthquake, natural disaster, acts of God or other comparable event, (j) any pandemic, epidemic or disease outbreak or other comparable events, (k) changes in generally accepted accounting principles or the interpretation or enforcement thereof after the date of this Agreement, (l) any litigation relating to or resulting from this Agreement or the transactions contemplated hereby, or (m) any failure to meet internal or published projections, forecasts, guidance or revenue or earning predictions (provided, that the facts and circumstances underlying any such failure may be taken into account in determining whether a Company Material Adverse Effect has occurred to the extent not otherwise excluded by the definition thereof); except, with respect to clauses (a), (c), (d), (h), (i), (j) and (k), if the impact thereof is materially and disproportionately adverse to the Company and its Subsidiaries, taken as a whole, relative to the impact thereof on the operations in the railroad industry of other participants in such industry, the incremental impact may be taken into account in determining whether there has been a Company Material Adverse Effect.

"Company Share Plan" means any Company Benefit Plan providing for equity or equity-based compensation.

"Contract" means any legally binding, written or oral contract, note, bond, mortgage, indenture, deed of trust, lease, commitment, agreement, concession, arrangement or other obligation; provided, that "Contracts" shall not include any Company Benefit Plan or Parent Benefit Plan.

"Emergency" means any sudden, unexpected or abnormal event which causes, or imminently risks causing, imminent and substantial physical damage to or the endangerment of the safety of any property, imminent and substantial endangerment of health or safety of any person, or death or injury to any person, or imminent and substantial damage to the environment, in each case, whether caused by war (whether declared or undeclared), acts of terrorism (including cyber-terrorism), extreme weather events (such as extreme cold or freezing, or extreme heat), epidemics, pandemics, outages, explosions, insurrections, riots, landslides, earthquakes, storms, hurricanes, lightning, floods or washouts.

"Environmental Law" means any Law relating to (a) the protection, preservation or restoration of the environment (including air, water vapor, surface water, groundwater, drinking water supply, surface land, subsurface land, plant and animal life or any other natural resource) or (b) the exposure to, or the use, storage, recycling, treatment, generation, transportation, processing, handling, labeling, production, release, discharge or disposal of Hazardous Substances, in each case as in effect at the date of this Agreement.

"Equity Award Exchange Ratio" means (a) the Exchange Ratio, *plus* (b) the quotient of (i) the Cash Consideration divided by (ii) the Parent Share Price, rounded to the nearest one thousandth.

"ERISA" means the Employee Retirement Income Security Act of 1974.

"ERISA Affiliate" means all employers (whether or not incorporated) that would be treated together with the Company or Parent or any of their respective Subsidiaries, as applicable, as a "single employer" within the meaning of Section 414 of the Code.

"Exchange Act" means the Securities Exchange Act of 1934.

"Exchange Ratio" means 1.0.

"Financing Information" means, collectively, (a) audited consolidated balance sheets of the Company and its Subsidiaries and the related audited consolidated statements of income, cash flows and changes in stockholders' equity of the Company and its Subsidiaries for the three (3) most recent fiscal years ended at least 60 days prior to the Closing Date (which Parent hereby acknowledges receiving for the fiscal years ended December 31, 2022, December 31, 2023 and December 31, 2024) and the "unqualified" audit report of the Company's independent auditors related thereto (which Parent hereby acknowledges receiving for the three (3) fiscal years ended December 31, 2024), (b) the unaudited consolidated balance sheets and related unaudited consolidated statements of income, cash flows and changes in stockholders' equity of the Company and its Subsidiaries for any subsequent fiscal quarter (other than, in each case, the fourth quarter of any fiscal year) ended at least 40 days prior to the Closing Date (and for the corresponding period of the prior fiscal year) (which Parent hereby acknowledges receiving for the fiscal quarter ended March 31, 2025), reviewed by the independent auditors of the Company, and in the case of each of clauses (a) and (b), prepared in accordance with GAAP and in compliance with Regulation S-X (subject to the limitations set forth in the definition of Excluded Information) and (c) other information as otherwise reasonably necessary in order to assist in receiving customary "comfort" (including as to "negative assurance" and change period comfort) from the Company's independent accountants; provided, that notwithstanding anything to the contrary in this definition or otherwise, nothing herein shall require the Company or its Affiliates to provide (or be deemed to require the Company or its Affiliates to prepare) any (i) description of all or any portion of the Debt Financing, including any "description of notes," "plan of distribution" and information customarily provided by investment banks or their counsel or advisors in the preparation of a prospectus for registered offerings or an offering memorandum for private placements of non-convertible bonds pursuant to Rule 144A promulgated under the Securities Act, as the case may be, (ii) risk

factors relating to, or any description of, all or any component of the financing contemplated thereby, (iii) any compensation discussion and analysis or other information required by Item 10, Item 402 and Item 601 of Regulation S-K or the executive compensation and related person disclosure rules related to SEC Release Nos. 33-8732A, 34-54302A and IC-27444A, (iv) consolidating financial statements, separate Subsidiary financial statements, related party disclosures, or any segment information, in each case which are prepared on a basis not consistent with the Company's reporting practices for the periods presented pursuant to clauses (a) and (b) above, (v) financial statements or other financial data (including selected financial data) for any period earlier than the year ended December 31, 2022, (vi) financial information that the Company or its Subsidiaries does not maintain in the Ordinary Course of Business or (vii) information not reasonably available to the Company or its Subsidiaries under their respective current reporting systems, in the case of clauses (vi) and (vii), unless any such information would be required in order for the Financing Information provided to Parent by the Company in accordance with this definition to not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made in such Financing Information, in light of the circumstances under which they were made, not misleading. For purposes of this Agreement, the information described in clauses (i) through (vii) of this definition is collectively be referred to as the "Excluded Information."

If the Company shall in good faith reasonably believe that the Financing Information has been delivered to Parent, the Company may deliver to Parent a written notice to that effect (stating when it believes the delivery of the Financing Information to Parent was completed), in which case the Company shall be deemed to have complied with such obligation to furnish the Financing Information and Parent shall be deemed to have received the Financing Information, unless Parent in good faith reasonably believes that the Company has not completed delivery of the Financing Information and not later than 5:00 p.m. (New York City time) two (2) Business Days after the delivery of such notice by the Company, delivers a written notice to the Company to that effect (stating with specificity which such Financing Information the Company has not delivered); provided, that notwithstanding the foregoing, the delivery of the Financing Information shall be satisfied at any time which (and so long as) Parent shall have actually received the Financing Information, regardless of whether or when any such notice is delivered by the Company.

The Company's or its Subsidiaries' filing with the SEC pursuant to the Securities Act, the Exchange Act and the rules and regulations of the SEC promulgated thereunder of any required audited financial statements with respect to it that is publicly available on Form 10-K or required unaudited financial statements with respect to it that is publicly available on Form 10-Q, in each case, will satisfy the requirements under clauses (a) or (b), as applicable, of this definition.

"Financing Parties" means the entities that have committed to arrange or provide any Debt Financing (or to purchase securities from or place securities for any Debt Financing) to Parent or any of its Subsidiaries, and their respective Representatives and other Affiliates and the parties to any joinder agreements, indentures or credit agreements (or similar definitive financing documents) entered pursuant thereto or relating thereto, each together with their respective controlling Persons, directors, officers, employees and Representatives; provided, that neither Parent nor any Affiliate thereof shall be a Financing Party.

"GAAP" means United States generally accepted accounting principles.

"Government Official" means any official, officer, employee, or representative of, or any Person acting in an official capacity for or on behalf of, any Governmental Entity.

"Hazardous Substance" means any substance presently listed, defined, regulated, designated or classified as hazardous, toxic, radioactive, dangerous, a pollutant, a contaminant or words of similar import under any Environmental Law, including any substance to which exposure is regulated by any Governmental Entity or any Environmental Law, including any toxic waste, pollutant, contaminant, hazardous substance, toxic substance, hazardous waste, special waste, industrial substance or petroleum or any derivative or byproduct thereof, radon, radioactive material, asbestos or asbestos-containing material, urea formaldehyde, foam insulation, per- or poly-fluoroalkyl substances or polychlorinated biphenyls.

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976.

"Intellectual Property" means all intellectual property rights or other proprietary rights arising under the Laws of any jurisdiction or existing anywhere in the world, including in or to, or arising out of, any of the following: (a) patents and patent applications and industrial design registrations and applications, and all continuations, divisionals, continuations-in-part, reissues or reexaminations and patents issuing thereon; (b) trademarks, service marks, trade dress, logos, corporate names, trade names, symbols, Internet domain names, and other similar identifiers of origin, in each case, whether or not registered and any and all applications and registrations therefor and the goodwill associated therewith and symbolized thereby; (c) copyrights, copyright registrations and applications, published and unpublished works of authorship, whether or not copyrightable, copyrights in and to the foregoing, together with all common law rights and moral rights therein, and any applications and registrations therefor; (d) domain names, uniform resource locators, Internet Protocol addresses, social media accounts or user names (including handles), and other names, identifiers and locators associated with any of the foregoing or other Internet addresses, sites and services; and (e) trade secrets, know-how, industrial secrets, inventions (whether or not patentable), data and confidential or proprietary business or technical information ("Trade Secrets").

"IT Assets" means all of the technology devices, computers, computer systems, software and software platforms, databases, websites, servers, routers, hubs, switches, circuits, networks, data communications lines and all other information technology infrastructure and equipment used by the Company and its Subsidiaries in connection with the operation of the business of the Company and its Subsidiaries and all data stored therein or processed thereby and all associated documentation.

"Knowledge" means (a) with respect to Parent, the actual knowledge of the individuals listed on Section 8.15(a) of the Parent Disclosure Schedules and (b) with respect to the Company, the actual knowledge of the individuals listed on Section 8.15(b) of the Company Disclosure Schedules, in each of case (a) and (b); provided, however, that each such individual charged with responsibility for the aspect of the business relevant or related to the matter at issue shall be deemed to have knowledge of a particular matter if, in the prudent exercise of his or her duties and responsibilities in the Ordinary Course of Business, such individual should have known of such matter.

"Lien" means a lien, mortgage, pledge, security interest, charge, title defect, adverse claims and interests, option to purchase or other encumbrance of any kind or nature whatsoever, but excluding any license of Intellectual Property or any transfer restrictions of general applicability as may be provided under the Securities Act, the "blue sky" Laws of the various States of the United States or similar Law of other applicable jurisdictions.

"made available to Parent" means provided by the Company or its Representatives to Parent or its Representatives (A) in the virtual data room maintained by Datasite prior to the entry into this Agreement (including in any "clean room" or as otherwise provided on an "outside counsel" only basis), (B) via electronic mail or in person prior to the entry into this Agreement (including materials provided to outside counsel), or (C) filed or furnished with the SEC prior to the date of this Agreement, except where reference is made to an item being made available to Parent prior to Closing in which case, the term means provided by the Company or its Representatives to Parent or its Representatives prior to Closing.

"Merger Consideration Value" means (a) the Cash Consideration *plus* (b) (i) the Parent Share Price *multiplied by* (ii) the Exchange Ratio.

"Multiemployer Plan" means any "multiemployer plan" within the meaning of Section 4001(a)(3) of ERISA.

"NYSE" means the New York Stock Exchange.

"Order" means any order, writ, decree, judgment, award, injunction, ruling, settlement, notice or stipulation issued, promulgated, made, rendered or entered into by or with any Governmental Entity.

"Ordinary Course of Business" means an action taken, or omitted to be taken, in the ordinary and usual course of the applicable party and its Subsidiaries' business, consistent with past practice to the extent there is evidence of such past practice.

"Organizational Documents" means (i) with respect to any Person that is a corporation, its articles or certificate of incorporation, memorandum and articles of association, as applicable, and bylaws, or comparable documents, (ii) with respect to any Person that is a partnership, its certificate of partnership and partnership agreement, or comparable documents, (iii) with respect to any Person that is a limited liability company, its certificate of formation and limited liability company or operating agreement, or comparable documents, (iv) with respect to any Person that is a trust or other entity, its declaration or agreement of trust or other constituent document or comparable documents and (v) with respect to any other Person that is not an individual, its comparable organizational documents.

"Parent Benefit Plans" means all employee or director compensation and/or pension or other benefit plans, programs, policies, agreements or other arrangements, including any "employee welfare plan" within the meaning of Section 3(1) of ERISA, any "employee pension benefit plan" within the meaning of Section 3(2) of ERISA (whether or not such plan is subject to ERISA), and any bonus, incentive, deferred compensation, vacation, stock purchase, stock option, severance, employment, change of control or fringe benefit plan, program or agreement (other than any Multiemployer Plan), in each case that are sponsored, maintained or contributed to by Parent or any of its Subsidiaries for the benefit of current or former employees or directors of Parent or its Subsidiaries and are not otherwise required to be sponsored, maintained or contributed to by applicable Law.

"Parent Common Stock" means the common stock, par value $2.50 per share, of Parent.

"Parent Equity Awards" means Parent Options, Parent PSUs, Parent Retention Shares and Parent Stock Units.

"Parent ESPP" means Parent's 2021 Employee Stock Purchase Plan.

"Parent Labor Agreement" means any collective bargaining agreement or other agreement with a labor or trade union, works council or like organization that Parent or any of its Subsidiaries is a party to or otherwise bound by.

"Parent Material Adverse Effect" means an event, change, occurrence, effect or development that (x) has a material adverse effect on the business, operations or financial condition of Parent and its Subsidiaries, taken as a whole, or (y) would prevent, materially delay or materially impair the ability of Parent or either Merger Sub to consummate the transactions contemplated by this Agreement (including the Mergers and the Parent Share Issuance) or to obtain the Debt Financing, but, solely in the case of clause (x), shall not include events, changes, occurrences, effects or developments relating to or resulting from (a) changes in general economic or political conditions or the securities, equity, credit or financial markets in general, or changes in or affecting domestic or foreign interest or exchange rates, (b) any decline in the market price or trading volume of the Parent Common Stock or any change in the credit rating of Parent or any of its securities (provided, that the facts and circumstances underlying any such decline or change may be taken into account in determining whether a Parent Material Adverse Effect has occurred to the extent not otherwise excluded by the definition thereof), (c) changes or developments in the industries in which Parent or its Subsidiaries operate, (d) changes in Law or the interpretation or enforcement thereof after the date of this Agreement, (e) the execution, delivery or performance of this Agreement or the public announcement or pendency or consummation of the Mergers or other transactions contemplated hereby, including the impact thereof on the relationships, contractual or otherwise, of Parent or any of its Subsidiaries with employees, partnerships, customers or suppliers or Governmental Entities

(provided that the exception in this clause (e) shall not apply to references of "Parent Material Adverse Effect" in the representations and warranties contained in Section 4.3), (f) compliance with the terms of, or the taking or omission of any action, in each case, required by this Agreement or consented to (after disclosure to the Company of all material and relevant facts and information) or requested by the Company in writing, (g) any act of civil unrest, civil disobedience, war, terrorism, cyberterrorism, military activity, sabotage or cybercrime, including an outbreak or escalation of hostilities involving the United States or any other Governmental Entity or the declaration by the United States or any other Governmental Entity of a national emergency or war, or any worsening or escalation of any such conditions threatened or existing on the date of this Agreement, (h) any hurricane, tornado, flood, earthquake, natural disaster, acts of God or other comparable event, (i) any pandemic, epidemic or disease outbreak or other comparable events, (j) changes in generally accepted accounting principles or the interpretation or enforcement thereof after the date of this Agreement, (k) any litigation relating to or resulting from this Agreement or the transactions contemplated hereby, or (l) any failure to meet internal or published projections, forecasts, guidance or revenue or earning predictions (provided, that the facts and circumstances underlying any such failure may be taken into account in determining whether a Parent Material Adverse Effect has occurred to the extent not otherwise excluded by the definition thereof); except, with respect to clauses (a), (c), (d), (g), (h), (i) and (j), if the impact thereof is materially and disproportionately adverse to Parent and its Subsidiaries, taken as a whole, relative to the impact thereof on the operations in the railroad industry of other participants in such industry, the incremental impact may be taken into account in determining whether there has been a Parent Material Adverse Effect.

"Parent Option" means a compensatory option to purchase shares of Parent Common Stock.

"Parent Preferred Stock" means the preferred stock, without par value, of Parent.

"Parent PSU" means a performance stock unit award in respect of shares of Parent Common Stock.

"Parent Retention Share" means a retention share award in respect of shares of Parent Common Stock.

"Parent Share Plan" means any Parent Benefit Plan providing for equity or equity-based compensation, excluding the Parent ESPP.

"Parent Share Price" means the average of the volume weighted averages of the trading prices of Parent Common Stock on NYSE (as reported by Bloomberg L.P. or, if not reported therein, in another authoritative source mutually selected by Parent and the Company in good faith) on each of the ten (10) consecutive trading days ending on (and including) the trading day that is two (2) trading days prior to the Closing Date.

"Parent Stock Unit" means a stock unit award in respect of shares of Parent Common Stock.

"Permitted Lien" means (a) any statutory Lien for current Taxes or governmental assessments, charges or claims of payment not yet due or payable, being contested in good faith by appropriate proceedings or for which adequate accruals or reserves have been established, (b) any Lien that is a carriers', warehousemen's, mechanics', materialmen's, repairmen's or other similar lien arising in the Ordinary Course of Business that do not materially detract from the value of or materially interfere with the use of any of the assets, (c) any Lien that is a zoning, entitlement or other land use or environmental regulation by any Governmental Entity and that is not violated by the current use of the property, (d) any Lien that is disclosed on the most recent consolidated balance sheet of the Company or Parent, as applicable, or the notes thereto (or securing liabilities reflected on such balance sheet), (e) any Lien that secures indebtedness (i) in existence on the date of this Agreement or (ii) in the case of the Company, not prohibited by Section 5.1(b)(ix), (f) any Lien that is a statutory or common law Lien to secure landlords, lessors or renters under leases or rental agreements, including any purchase money Lien or other Lien securing rental payments under capital lease arrangements, (g) any Lien that is imposed on the underlying fee interest in real property subject to a real property lease, (h) any Lien that was incurred in the Ordinary Course of Business since the date of the most recent consolidated balance sheet of the Company or

Parent, as applicable, (i) any Lien that will be released in connection with the Closing, (j) any Lien that is an easement, declaration, covenant, condition, reservation, restriction, other charge, instrument or encumbrance or any other rights-of-way affecting title to real estate (other than those constituting Liens for the payment of indebtedness), (k) any Lien arising in the Ordinary Course of Business under worker's compensation, unemployment insurance, social security, retirement and similar legislation, (l) any condition that is a matter of public record or that would be disclosed by a current, accurate survey, a railroad valuation map or physical inspection of the assets to which such condition relates, (m) any Lien created under federal, state or foreign securities Laws, (n) any Lien that is deemed to be created by this Agreement or any other document executed in connection herewith or (o) any other Lien that does not materially impair the existing use of the assets or property of the Company or Parent, as applicable, or any of its Subsidiaries affected by such Lien.

"Person" means an individual, a corporation, a partnership, a limited liability company, an association, a trust or any other entity, group (as such term is used in Section 13 of the Exchange Act) or organization, including a Governmental Entity, and any permitted successors and assigns of such person.

"Privacy Laws" means all applicable Laws concerning the privacy, security or processing of personal information or data, and all rules and regulations promulgated thereunder, including, the Federal Trade Commission Act, the Privacy Act of 1974, the CAN-SPAM Act, the Telephone Consumer Protection Act, the Telemarketing and Consumer Fraud and Abuse Prevention Act, data breach notification Laws, the California Consumer Privacy Act, and the European General Data Protection Regulation.

"Railroad Law" means the Interstate Commerce Commission Termination Act of 1995, the Surface Transportation Board Reauthorization Act of 2015 or any other Law relating to the regulation of the railroad industry.

"Receivables Securitization Facility" means the receivables securitization facility established pursuant to that certain (i) Amended and Restated Transfer and Administration Agreement, dated as of May 28, 2021, by and among Thoroughbred Funding, Inc., Norfolk Southern Railway Company, as Originator and Servicer, the Company, the Conduit Investors, the Committed Investors, the Managing Agents and SMBC Nikko Securities America, Inc., as Administrative Agent, (ii) Sale Agreement, dated as of November 8, 2007, by and between Norfolk Southern Railway Company and Thoroughbred Funding, Inc. and (iii) Performance Guaranty, dated as of November 8, 2007, made by the Company in favor of the Conduit Investors, the Committed Investors, the Managing Agents and the Administratiave Agent, each as amended, restated, supplemented or otherwise modified from time to time, and any related documents, agreements, or instruments, including any refinancing, replacement, or extension thereof.

"Registered" means, with respect to Intellectual Property, issued by, registered with or the subject of a pending application before any Governmental Entity.

"Sanctioned Country" means any country or region that is the target of comprehensive Export and Sanctions Regulations (as of the date hereof, Cuba, Iran, North Korea, Syria, and the Crimea, the so-called Donetsk People's Republic, and the so-called Luhansk People's Republic regions of Ukraine, and the non-government controlled Zaporizhzhia and Kherson regions of Ukraine).

"Sanctioned Person" means any Person that is the target of sanctions or restrictions under Export and Sanctions Regulations, including: (i) any Person listed on any applicable U.S. or non- U.S. sanctions- or export-related restricted party list, including OFAC's Specially Designated Nationals and Blocked Persons List, (ii) any Person located, resident, or organized in a Sanctioned Country, or (iii) any Person that is, in the aggregate, 50 percent or greater owned, directly or indirectly, or otherwise controlled by, or acting for the benefit or on behalf of, a Person or Persons described in clauses (i) and/or (ii).

"Sarbanes-Oxley Act" means the Sarbanes-Oxley Act of 2002.

"SEC" means the Securities and Exchange Commission.

"Securities Act" means the Securities Act of 1933.

"Sensitive Data" means cardholder data and sensitive authentication data that must be protected in accordance with the requirements of the Payment Card Industry Data Security Standard.

"Significant Subsidiary" means, with respect to any Person, a Subsidiary of such Person that would constitute a "significant subsidiary" of such Person within the meaning of Rule 1-02(w) of Regulation S-X as promulgated by the SEC.

"STB" means the Surface Transportation Board.

"STB Approval" means the approval, authorization or exemption by the STB of the Mergers and other transactions contemplated by this Agreement within the jurisdiction of the STB.

"Subsidiaries" means, with respect to any Person, any corporation, limited liability company, partnership or other organization, whether incorporated or unincorporated, of which (a) at least a majority of the outstanding shares of capital stock of, or other equity interests, having by their terms ordinary voting power to elect a majority of the board of directors or others performing similar functions with respect to such corporation, limited liability company, partnership or other organization is directly or indirectly owned or controlled by such Person or by any one or more of its Subsidiaries, or by such Person and one or more of its Subsidiaries, or (b) with respect to a partnership, such Person or any other Subsidiary of such Person is a general partner of such partnership.

"Subsidiary Treasury Stock" means Company Common Stock that is directly owned by any of the Company's Subsidiaries (as treasury stock or otherwise).

"Tax Return" means any return, report or similar filing made or required to be made with respect to Taxes, including any information return, claim for refund, amended return or declaration of estimated Taxes.

"Taxes" means any and all federal, state, provincial or local (in each case, whether U.S. or non-U.S.) taxes of any kind (together with any and all interest, penalties, additions to tax, inflationary adjustment, and additional amounts imposed with respect thereto) imposed by any Governmental Entity, including income, branch, capital gains, franchise, windfall or other profits, gross receipts, property, sales, use, inventory, license, capital stock, payroll, employment, unemployment, social security, workers' compensation, stamp, transfer, registration, documentary, net worth, excise, withholding, ad valorem, value added, estimated and goods and services taxes and customs duties, whether imposed directly or through a collection or withholding mechanism.

"Training Data" means training data, validation data, and test data or databases used to train or improve AI Technologies.

"willful and material breach" means a material breach that is a consequence of an act undertaken by the breaching party or the failure by the breaching party to take an act it is required to take under this Agreement, with knowledge that the taking of or failure to take such act would, or would reasonably be expected to, result in, constitute or cause a breach of this Agreement.

Section 8.16 Certain Defined Terms. The following terms are defined elsewhere in this Agreement, as indicated below:

Agreement	Preamble
Anti-Corruption Laws	3.9(a)
Book-Entry Shares	2.1(a)(i)
Canceled Shares	2.1(a)(ii)
Cash Consideration	2.1(a)(i)
Cash-Out Phantom Stock Unit Consideration	2.3(d)
Cash-Out RSU Consideration	2.3(b)(i)

Certificate	2.1(a)(i)
Chosen Courts	8.4
Clean Team Agreement	5.3(c)
Clearance Date	5.6(a)
Closing	1.2
Closing Date	1.2
CNA Approvals	3.3(c)
Code	Recitals
Company	Preamble
Company Alternative Proposal	5.4(g)
Company Approvals	3.3(c)
Company Balance Sheet Date	3.7
Company Board	Recitals
Company Change of Recommendation	5.4(c)
Company Designees	1.8
Company Disclosure Schedules	3
Company Employees	5.7(a)
Company Intervening Event	5.4(i)
Company Intervening Event Notice	5.4(d)
Company Intervening Event Notice Period	5.4(d)
Company Leased Real Property	3.20(a)
Company Material Contract	3.23
Company Non-Union 401(k) Plans	5.7(d)
Company Option	2.3(b)
Company Permits	3.8(b)
Company Phantom Stock Unit	2.3(d)
Company Preferred Stock	3.2(a)
Company PSU	2.3(c)
Company Qualifying Transaction	7.3(a)
Company Real Property Lease	3.20(a)
Company Recommendation	3.3(b)
Company RSU	2.3(b)
Company SEC Documents	3.4(a)
Company Severance Plans	5.7(a)
Company Shareholder Approval	3.22
Company Shareholder Meeting	5.6(c)
Company Superior Proposal	5.4(h)
Company Superior Proposal Notice	5.4(c)
Company Superior Proposal Notice Period	5.4(c)
Company Termination Fee	7.3(a)
Company Top Customer	3.24(a)
Company Top Supplier	3.24(a)
Confidentiality Agreement	5.3(c)
Consents	5.8
Converted Parent Awards	2.3(g)
Converted Shares	2.1(a)(ii)
Debt Financing	5.12
Emergency Expense Threshold	5.1(a)
End Date	7.1(b)(i)
Enforceability Exceptions	3.3(a)
Exchange Agent	2.2(a)
Exchange Fund	2.2(a)

Export and Sanctions Regulations	3.10(a)
FCC	3.3(c)
FCPA	3.9(a)
Financing Amounts	4.16(a)
First Articles of Merger	1.3(a)
First Certificate of Merger	1.3(a)
First Effective Time	1.3(a)
First Merger	Recitals
First Surviving Corporation	1.1(a)
Fractional Share Cash Amount	2.1(e)(i)
Governmental Entity	3.3(c)
Indemnified Party	5.11(b)
Insurance Policies	3.25
Intended Tax Treatment	Recitals
Law	3.8(a)
Laws	3.8(a)
Losses	5.1(a)
Materially Burdensome Regulatory Condition	5.8(c)
Merger Consideration	2.1(a)(i)
Merger Sub 1	Preamble
Merger Sub 2	Preamble
Merger Subs	Preamble
Mergers	Recitals
New Plans	5.7(b)
Old Plans	5.7(b)
Owned Real Property	3.20(b)
Parent	Preamble
Parent 401(k) Plan	5.7(d)
Parent Alternative Proposal	5.5(g)
Parent Approvals	4.3(c)
Parent Balance Sheet Date	4.6
Parent Board	Recitals
Parent Change of Recommendation	5.5(c)
Parent Disclosure Schedules	4
Parent Intervening Event	5.5(i)
Parent Intervening Event Notice	5.5(d)
Parent Intervening Event Notice Period	5.5(d)
Parent Permits	4.7(b)
Parent Qualifying Transaction	7.3(b)(ii)
Parent Recommendation	4.3(b)
Parent SEC Documents	4.4(a)
Parent Share Issuance	Recitals
Parent Shareholder Approval	4.18
Parent Shareholder Meeting	5.6(e)
Parent Superior Proposal	5.5(h)
Parent Superior Proposal Notice	5.5(c)
Parent Superior Proposal Notice Period	5.5(c)
Parent Termination Fee	7.3(b)(ii)
Payoff Amount	5.20
Permits	3.8(b)
Proceeding	5.11(b)
Proxy Statement/Prospectus	3.16

Registration Statement	3.16
Regulatory Termination Fee	7.3(b)(i)
Representatives	5.3(a)
Requisite Regulatory Approvals	5.8(b)
Restriction	5.8(b)
SCC	1.3(a)
Second Articles of Merger	1.3(b)
Second Certificate of Merger	1.3(b)
Second Effective Time	1.3(b)
Second Merger	Recitals
Second Surviving Company	1.1(b)
Share Consideration	2.1(a)(i)
Termination Date	5.1(a)
Transition Team	5.21
VLLCA	Recitals
Voting Trust Restriction	5.8(c)
VSCA	Recitals

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

UNION PACIFIC CORPORATION

By: /s/ V. James Vena
Name: V. James Vena
Title: Chief Executive Officer

RUBY MERGER SUB 1 CORPORATION

By: /s/ V. James Vena
Name: V. James Vena
Title: Chief Executive Officer and President

RUBY MERGER SUB 2 LLC

By: /s/ V. James Vena
Name: V. James Vena
Title: Chief Executive Officer and President

NORFOLK SOUTHERN CORPORATION

By: /s/ Mark R. George
Name: Mark R. George
Title: President and Chief Executive Officer

[Signature Page to Agreement and Plan of Merger]

Annex B

July 28, 2025

Board of Directors
Union Pacific Corporation
1400 Douglas Street, Stop 1580
Omaha, NE 68179

Members of the Board:

We understand that Union Pacific Corporation (the "Buyer"), Ruby Merger Sub 1 Corporation, a direct wholly owned subsidiary of the Buyer ("Merger Sub 1"), Ruby Merger Sub 2 LLC, a direct wholly owned subsidiary of the Buyer ("Merger Sub 2"), and Norfolk Southern Corporation (the "Company") propose to enter into an Agreement and Plan of Merger, dated as of July 28, 2025 (the "Merger Agreement"), which provides, among other things, for (i) the merger (the "First Merger") of Merger Sub 1 with and into the Company, with the Company surviving the First Merger as a direct wholly owned subsidiary of the Buyer, and (ii) immediately following the First Merger, the merger of the Company with and into Merger Sub 2 (the "Second Merger" and, together with the First Merger, the "Mergers"), with Merger Sub 2 surviving the Second Merger as a direct wholly owned subsidiary of the Buyer. Pursuant to the First Merger and the Merger Agreement, each outstanding share of common stock, par value $1.00 per share, of the Company (the "Company Common Stock"), other than Canceled Shares and Converted Shares (each as defined in the Merger Agreement), will be converted into the right to receive (i) $88.82 per share in cash, without interest, and (ii) 1.0 share of common stock, par value $2.50 per share, of the Buyer (the "Buyer Common Stock") (the consideration set forth in (i) and (ii), together, the "Consideration"), as set forth in the Merger Agreement, and, if applicable, subject to the payment of cash in lieu of fractional shares. The terms and conditions of the Mergers are more fully set forth in the Merger Agreement.

You have asked for our opinion as to whether the Consideration to be paid by the Buyer pursuant to the Merger Agreement is fair from a financial point of view to the Buyer.

For purposes of the opinion set forth herein, we have:

1) Reviewed certain publicly available financial statements and other business and financial information of the Company and the Buyer, respectively;

2) Reviewed certain internal financial statements and other financial and operating data concerning the Company and the Buyer, respectively;

3) Reviewed certain financial projections with respect to the Company and the Buyer prepared by the management of the Buyer and approved for our use by you (the "Buyer Management Projections");

4) Reviewed certain financial projections with respect to the Company prepared by the management of the Company;

5) Reviewed information relating to certain strategic, financial and operational benefits anticipated from the Mergers, prepared by the management of the Buyer and approved for our use by you (the "Buyer Management Synergies");

6) Discussed the past and current operations and financial condition and the prospects of the Company, including information relating to certain strategic, financial and operational benefits anticipated from the Mergers, with senior executives of the Company and the Buyer;

7) Discussed the past and current operations and financial condition and the prospects of the Buyer, including information relating to certain strategic, financial and operational benefits anticipated from the Mergers, with senior executives of the Buyer;

8) Reviewed the pro forma impact of the Mergers on the Buyer's earnings per share, cash flow, consolidated capitalization and certain financial ratios;

9) Reviewed the reported prices and trading activity for the Company Common Stock and the Buyer Common Stock;

10) Compared the financial performance of the Company and the Buyer and the prices and trading activity of the Company Common Stock and the Buyer Common Stock with that of certain other publicly-traded companies comparable with the Company and the Buyer, respectively, and their securities;

11) Reviewed the financial terms, to the extent publicly available, of certain comparable acquisition transactions;

12) Participated in certain discussions and negotiations among representatives of the Company and the Buyer and their financial and legal advisors;

13) Reviewed the Merger Agreement and certain related documents; and

14) Performed such other analyses, reviewed such other information and considered such other factors as we have deemed appropriate.

We have assumed and relied upon, without independent verification, the accuracy and completeness of the information that was publicly available or supplied or otherwise made available to us by the Company and the Buyer and formed a substantial basis for this opinion. With respect to the financial projections, including information relating to certain strategic, financial and operational benefits anticipated from the Mergers, at your direction, we have utilized the Buyer Management Projections and the Buyer Management Synergies for purposes of our opinion, and we have assumed that they have been reasonably prepared on bases reflecting the best currently available estimates and judgments of the management of the Buyer of the future financial performance of the Company and the Buyer. We express no views as to the reasonableness of the Buyer Management Projections, the Buyer Management Synergies or any other financial projections or the assumptions on which they are based. We have relied upon, without independent verification, the assessment by the management of the Buyer of (i) the strategic, financial and operational benefits expected to result from the Mergers, (ii) the timing and risks associated with the integration of the Company and the Buyer, (iii) the ability to retain key employees of the Company and the Buyer, and (iv) the validity of, and risks associated with, the Company and the Buyer's existing and future technologies, intellectual property, products, services and business models. In addition, we have assumed that the Mergers will be consummated in accordance with the terms set forth in the Merger Agreement without any waiver or amendment of any terms or conditions material to our analysis, including, among other things, that the Mergers will be treated as a tax-free reorganization pursuant to the Internal Revenue Code of 1986, as amended. Morgan Stanley has assumed that in connection with the receipt of all the necessary governmental, regulatory or other approvals and consents required for the proposed Mergers, no delays, limitations, conditions or restrictions will be imposed that would have a material adverse effect on the contemplated benefits expected to be derived in the proposed Mergers. We are not legal, tax or regulatory advisors. We are financial advisors only and have relied upon, without independent verification, the assessment of the Buyer and the Company and their legal, tax or regulatory advisors with respect to legal, tax, or regulatory matters. We express no opinion with respect to the fairness of the amount or nature of the compensation to any of the Company's officers, directors or employees, or any class of such persons, relative to the Consideration to be paid to the holders of shares of the Company Common Stock pursuant to the Merger Agreement. This opinion does not address the relative merits of the transactions contemplated by the Merger Agreement as compared to other business or financial strategies that might be available to the Buyer, nor does it address the underlying business decision of the Buyer to enter into the Merger Agreement or proceed with any other transaction contemplated by the Merger Agreement. Our opinion is limited solely to the fairness of the Consideration to be paid by the Buyer pursuant to the Merger Agreement from a financial point of view to the Buyer, and we do not express any view on, and this opinion does not address, any other term or aspect of the Merger Agreement or the transactions contemplated thereby or any term or aspect of any other agreement or instrument contemplated by the Merger Agreement or entered into or amended in connection therewith. We have not made any independent

valuation or appraisal of the assets or liabilities of the Company or the Buyer, nor have we been furnished with any such valuations or appraisals. Our opinion is necessarily based on financial, economic, market and other conditions as in effect on, and the information made available to us as of, the date hereof. Events occurring after the date hereof may affect this opinion and the assumptions used in preparing it, and we do not assume any obligation to update, revise or reaffirm this opinion.

We have acted as financial advisor to the Board of Directors of the Buyer in connection with the Mergers and will receive a fee for our services, a portion of which is payable upon the execution of the Merger Agreement, a portion of which is payable upon the rendering of this opinion and a significant portion of which is contingent upon the closing of the Mergers. In the two years prior to the date hereof, we have provided financial advisory and financing services for the Buyer and the Company and have received fees in connection with such services. Morgan Stanley may also seek to provide financial advisory and financing services to the Buyer and the Company and their respective affiliates in the future and would expect to receive fees for the rendering of these services.

Please note that Morgan Stanley is a global financial services firm engaged in the securities, investment management and individual wealth management businesses. Our securities business is engaged in securities underwriting, trading and brokerage activities, foreign exchange, commodities and derivatives trading, prime brokerage, as well as providing investment banking, financing and financial advisory services. Morgan Stanley, its affiliates, directors and officers may at any time invest on a principal basis or manage funds that invest, hold long or short positions, finance positions, and may trade or otherwise structure and effect transactions, for their own account or the accounts of its customers, in debt or equity securities or loans of the Buyer, the Company or any other company, or any currency or commodity, that may be involved in the Mergers, or any related derivative instrument.

This opinion has been approved by a committee of Morgan Stanley investment banking and other professionals in accordance with our customary practice. This opinion is for the information of the Board of Directors of the Buyer only and may not be used for any other purpose or disclosed without our prior written consent, except that a copy of this opinion may be included in its entirety in any filing the Buyer is required to make with the Securities and Exchange Commission in connection with the Mergers if such inclusion is required by applicable law. In addition, this opinion does not in any manner address the prices at which the Buyer Common Stock will trade following consummation of the Mergers or at any time and Morgan Stanley expresses no opinion or recommendation as to how the shareholders of the Buyer and the Company should vote at the shareholders' meetings to be held in connection with the Mergers.

Based on and subject to the foregoing, we are of the opinion on the date hereof that the Consideration to be paid by the Buyer pursuant to the Merger Agreement is fair from a financial point of view to the Buyer.

Very truly yours,

MORGAN STANLEY & CO. LLC

By: /s/ Kristin Lindia
Kristin Lindia
Managing Director

Annex C

David A. DeNunzio
Chairman, Global M&A

Wells Fargo Securities, LLC
30 Hudson Yards
New York, NY 10001

July 28, 2025

The Board of Directors of Union Pacific Corporation
1400 Douglas Street, Stop 1580
Omaha, NE 68179

Attention: Board of Directors

Members of the Board of Directors:

You have requested, in your capacity as the Board of Directors (the "Board") of Union Pacific Corporation (the "Company"), our opinion with respect to the fairness, from a financial point of view, to the Company of the Consideration (as defined below) to be paid by the Company in the First Merger (as defined below). We understand that pursuant to an Agreement and Plan of Merger, dated as of July 28, 2025 (the "Agreement") between the Company, Ruby Merger Sub 1 Corporation, a direct wholly owned subsidiary of the Company ("Merger Sub 1"), Ruby Merger Sub 2 LLC, a direct wholly owned subsidiary of the Company ("Merger Sub 2"), and Norfolk Southern Corporation (the "Merger Partner"), Merger Sub 1 will merge with and into the Merger Partner (the "First Merger"), with the Merger Partner surviving the First Merger as a direct wholly owned subsidiary of the Company, and immediately following the First Merger, the Merger Partner will merge with and into Merger Sub 2 (the "Second Merger" and, together with the First Merger, the "Mergers"), with Merger Sub 2 surviving the Second Merger as a direct wholly owned subsidiary of the Company. Pursuant to the First Merger and the Agreement, each outstanding share of common stock, par value $1.00 per share, of the Merger Partner (the "Merger Partner Common Stock"), other than Canceled Shares and Converted Shares (each as defined in the Agreement), will be converted into the right to receive $88.82 in cash, without interest (the "Cash Consideration") and 1.0 share of the common stock, par value $2.50 per share ("Company Common Stock"), of the Company (the "Stock Consideration" and, together with the Cash Consideration, the "Consideration"), as set forth in the Agreement and, if applicable, subject to the payment of cash in lieu of fractional shares. The terms and conditions of the Mergers are more fully set forth in the Agreement.

In preparing our opinion, we have:

- reviewed the Agreement;
- reviewed certain publicly available business and financial information relating to the Company and the Merger Partner and the industries in which they operate;
- compared the financial and operating performance of the Company and the Merger Partner with publicly available information concerning certain other companies we deemed relevant, and compared current and historic market prices of the Company Common Stock and the Merger Partner Common Stock with similar data for such other companies;
- compared the proposed financial terms of the Mergers with the publicly available financial terms of certain other business combinations that we deemed relevant;
- reviewed certain internal financial analyses and forecasts for the Company and the Merger Partner prepared by the management of the Company and approved for our use by you (the "Company Management Projections");

- reviewed certain internal financial analyses and forecasts for the Merger Partner prepared by the management of the Merger Partner;
- reviewed certain estimates prepared by the management of the Company as to the potential cost savings and synergies expected by such management to be achieved as a result of the Mergers (the "Company Management Synergies");
- discussed with the managements of the Company and the Merger Partner regarding certain aspects of the Mergers, the business, financial condition and prospects of the Company and the Merger Partner, respectively, the effect of the Mergers on the business, financial condition and prospects of the Company and the Merger Partner, respectively, and certain other matters that we deemed relevant; and
- considered such other financial analyses and investigations and such other information that we deemed relevant.

In giving our opinion, we have assumed and relied upon the accuracy and completeness of all information that was publicly available or was furnished to or discussed with us by the Company or the Merger Partner or otherwise reviewed by us. We have not independently verified any such information, and pursuant to the terms of our engagement by the Company, we did not assume any obligation to undertake any such independent verification. At your direction, we have utilized the Company Management Projections and the Company Management Synergies for purposes of our opinion and in relying on the Company Management Projections and the Company Management Synergies, we have assumed that they have been reasonably prepared on bases reflecting the best currently available estimates and judgments of the management of the Company as to the future performance and financial condition of the Company and the Merger Partner. We express no view or opinion with respect to the Company Management Projections and the Company Management Synergies or any other financial analysis or forecasts or the assumptions upon which they are based. We have assumed that any representations and warranties made by the Company and the Merger Partner in the Agreement or in other agreements relating to the Mergers will be true and accurate in all respects that are material to our analysis. In addition, we have assumed that the Mergers will be consummated in accordance with the terms set forth in the Agreement without any waiver or amendment of any terms or conditions material to our analysis, including, among other things, that the Mergers will be treated as a tax-free reorganization pursuant to the Internal Revenue Code of 1986, as amended. We have also assumed that in connection with the receipt of all the necessary governmental, regulatory or other approvals and consents required for the proposed Mergers, no delays, limitations, conditions or restrictions will be imposed that would have a material adverse effect on the contemplated benefits expected to be derived in the proposed Mergers.

Our opinion only addresses the fairness, from a financial point of view, of the Consideration to be paid by the Company in the First Merger pursuant to the Agreement and we express no opinion as to the fairness of any consideration paid in connection with the Mergers to the holders of any other class of securities, creditors or other constituencies of the Merger Partner. Furthermore, we express no opinion as to any other aspect or implication (financial or otherwise) of the Mergers, or any other agreement, arrangement or understanding entered into in connection with the Mergers or otherwise, including, without limitation, the fairness of the amount or nature of, or any other aspect relating to, any compensation or consideration to be received by or otherwise payable to any officers, directors or employees of any party to the Mergers, or class of such persons, relative to the Consideration or otherwise. Furthermore, we are not expressing any advice or opinion regarding matters that require legal, regulatory, accounting, insurance, tax, environmental, executive compensation or other similar professional advice and have relied upon the assessments of the Company and its advisors with respect to such advice.

Our opinion is necessarily based upon information made available to us as of the date hereof and financial, economic, market and other conditions as they exist and can be evaluated on the date hereof. We have not undertaken, and are under no obligation, to update, revise, reaffirm or withdraw this opinion, or otherwise comment on or consider events occurring or coming to our attention after the date hereof, notwithstanding that

any such subsequent developments may affect this opinion. Our opinion does not address the relative merits of the Mergers as compared to any alternative transactions or strategies that might be available to the Company, nor does it address the underlying business decision of the Board or the Company to proceed with or effect the Mergers. We are not expressing any opinion as to the price at which Company Common Stock or Merger Partner Common Stock may be traded at any time.

We have acted as financial advisor to the Company in connection with the Mergers and will receive a fee from the Company for such services, a substantial portion of which is contingent upon the consummation of the Mergers. We also became entitled to receive a fee upon the rendering of our opinion and a fee upon the execution of the Agreement. In addition, the Company has agreed to reimburse us for certain expenses and to indemnify us and certain related parties for certain liabilities and other items arising out of our engagement.

During the two years preceding the date of this opinion, we and our affiliates have had investment or commercial banking relationships with the Company and the Merger Partner, for which we and such affiliates have received customary compensation. Such relationships have included acting as joint bookrunner on an offering of debt securities by the Company in February 2025; as joint bookrunner on an offering of debt securities by the Merger Partner in July 2023, joint lead arranger, agent and joint bookrunner on offerings of debt securities by the Merger Partner in January 2024, and as joint bookrunner on an offering or debt securities by the Merger Partner in April 2025. We or our affiliates are also an agent and a lender to one or more of the credit facilities of the Merger Partner. We anticipate that we and our affiliates will arrange and/or provide financing to the Company in connection with the Mergers for customary compensation. We and our affiliates hold, on a proprietary basis, less than 1% of the outstanding common stock of each of the Company and the Merger Partner. In the ordinary course of business, we and our affiliates will trade or otherwise effect transactions in the securities or other financial instruments (including bank loans or other obligations) of the Company, the Merger Partner and certain of their affiliates for our own account and for the accounts of our customers and, accordingly, will at any time hold a long or short position in such securities or financial instruments.

This letter is for the information and use of the Board (in its capacity as such) in connection with its evaluation of the Mergers. This opinion does not constitute advice or a recommendation to any stockholder of the Company, the Merger Partner or any other person as to how to vote or act on any matter relating to the proposed Mergers or any other matter. This opinion may not be used or relied upon for any other purpose without our prior written consent, nor shall this opinion be disclosed to any person or quoted or referred to, in whole or in part, without our prior written consent. This opinion may be reproduced in full in any proxy or information statement mailed to stockholders of the Company but may not otherwise be disclosed publicly in any manner without our prior written consent. The issuance of this opinion has been approved by a fairness committee of Wells Fargo Securities.

Based upon and subject to the foregoing, it is our opinion that, as of the date hereof, the Consideration to be paid by the Company in the First Merger pursuant to the Agreement is fair, from a financial point of view, to the Company.

Very truly yours,

/s/ Wells Fargo Securities, LLC

WELLS FARGO SECURITIES, LLC

Annex D

July 28, 2025

The Board of Directors
Norfolk Southern Corporation
650 West Peachtree Street NW
Atlanta, Georgia 30308

Members of the Board of Directors:

We understand that Norfolk Southern Corporation ("Norfolk Southern") proposes to enter into an Agreement and Plan of Merger (the "Agreement"), among Norfolk Southern, Union Pacific Corporation ("Union Pacific"), Ruby Merger Sub 1 Corporation, a wholly owned subsidiary of Union Pacific ("Merger Sub 1") and Ruby Merger Sub 2 LLC, a wholly owned subsidiary of Union Pacific ("Merger Sub 2"), pursuant to which, among other things, Merger Sub 1 will merge with and into Norfolk Southern (the "First Merger"), with Norfolk Southern surviving the First Merger as a wholly owned subsidiary of Union Pacific, and immediately thereafter Norfolk Southern will merge with and into Merger Sub 2 (the "Second Merger", and together with the First Merger, the "Transaction"), with Merger Sub 2 surviving the Second Merger as a wholly owned subsidiary of Union Pacific. Pursuant to the First Merger, each outstanding share of common stock, par value $1.00 per share, of Norfolk Southern (the "Norfolk Southern Common Stock"), other than Canceled Shares and Converted Shares (each as defined in the Agreement, and collectively, "Excluded Shares"), will be converted into the right to receive (i) $88.82 in cash (the "Cash Consideration") and (ii) 1.0 share (the "Stock Consideration" and, together with the Cash Consideration, the "Consideration") of the common stock, par value $2.50 per share, of Union Pacific (the "Union Pacific Common Stock"). The terms and conditions of the Transaction are more fully set forth in the Agreement.

You have requested our opinion as to the fairness, from a financial point of view, to the holders of Norfolk Southern Common Stock (other than Excluded Shares) of the Consideration to be received by such holders in the Transaction.

In connection with this opinion, we have, among other things:

(1) reviewed certain publicly available business and financial information relating to Norfolk Southern and Union Pacific;

(2) reviewed certain internal financial and operating information with respect to the business, operations and prospects of Norfolk Southern furnished to or discussed with us by the management of Norfolk Southern, including certain financial forecasts relating to Norfolk Southern prepared by the management of Norfolk Southern (such forecasts, the "Norfolk Southern Forecasts");

(3) reviewed certain internal financial and operating information with respect to the business, operations and prospects of Union Pacific furnished to or discussed with us by the management of Union Pacific, including certain financial forecasts relating to Union Pacific prepared by the management of Union Pacific (such forecasts, the "Union Pacific Forecasts");

(4) reviewed certain estimates as to the amount and timing of cost savings and revenue enhancements (collectively, the "Synergies") anticipated by the managements of Norfolk Southern and Union Pacific to result from the Transaction;

(5) discussed the past and current business, operations, financial condition and prospects of Norfolk Southern with members of senior managements of Norfolk Southern and Union Pacific, and discussed the past and current business, operations, financial condition and prospects of Union Pacific with members of senior managements of Norfolk Southern and Union Pacific;

(6) reviewed the potential pro forma financial impact of the Transaction on the future financial performance of Union Pacific, including the potential effect on Union Pacific's estimated earnings per share;

(7) reviewed the trading histories for Norfolk Southern Common Stock and Union Pacific Common Stock and a comparison of such trading histories with each other and with the trading histories of other companies we deemed relevant;

(8) compared certain financial and stock market information of Norfolk Southern and Union Pacific with similar information of other companies we deemed relevant;

(9) compared certain financial terms of the Transaction to financial terms, to the extent publicly available, of other transactions we deemed relevant;

(10) reviewed the relative financial contributions of Norfolk Southern and Union Pacific to the future financial performance of the combined company on a pro forma basis;

(11) reviewed a draft dated July 28, 2025 of the Agreement (the "Draft Agreement"); and

(12) performed such other analyses and studies and considered such other information and factors as we deemed appropriate.

In arriving at our opinion, we have assumed and relied upon, without independent verification, the accuracy and completeness of the financial and other information and data publicly available or provided to or otherwise reviewed by or discussed with us and have relied upon the assurances of the managements of Norfolk Southern and Union Pacific that they are not aware of any facts or circumstances that would make such information or data inaccurate or misleading in any material respect. With respect to the Norfolk Southern Forecasts, we have been advised by Norfolk Southern, and have assumed, that they have been reasonably prepared on bases reflecting the best currently available estimates and good faith judgments of the management of Norfolk Southern as to the future financial performance of Norfolk Southern. With respect to the Union Pacific Forecasts and Synergies, we have been advised by Norfolk Southern, and have assumed, with the consent of Norfolk Southern, that they have been reasonably prepared on bases reflecting the best currently available estimates and good faith judgments of the management of Union Pacific as to the future financial performance of Union Pacific and other matters covered thereby. We have relied, at the direction of Norfolk Southern, on the assessments of the managements of Norfolk Southern and Union Pacific, respectively, as to Union Pacific's ability to achieve the Synergies and have been advised by Norfolk Southern and Union Pacific, and have assumed, with the consent of Norfolk Southern, that the Synergies will be realized in the amounts and at the times projected.

We have not made or been provided with any independent evaluation or appraisal of the assets or liabilities (contingent or otherwise) of Norfolk Southern or Union Pacific, nor have we made any physical inspection of the properties or assets of Norfolk Southern or Union Pacific. We have not evaluated the solvency or fair value of Norfolk Southern or Union Pacific under any state, federal or other laws relating to bankruptcy, insolvency or similar matters. We have assumed, at the direction of Norfolk Southern, that the Transaction will be consummated in accordance with the terms set forth in the Agreement, without waiver, modification or amendment of any material term, condition or other agreement contemplated therein or thereby and that, in the course of obtaining the necessary governmental, regulatory and other approvals, consents, releases and waivers for the Transaction, no delay, limitation, restriction or condition, including any divestiture requirements or amendments or modifications, will be imposed that would have an adverse effect on Norfolk Southern, Union Pacific or the contemplated benefits of the Transaction, in each case, in any respect material to our analyses or opinion. We have also assumed, at the direction of Norfolk Southern, that (i) the Transaction will qualify for

federal income tax purposes as a reorganization under the provisions of Section 368(a) of the Internal Revenue Code of 1986, as amended and (ii) the final executed Agreement will not differ in any material respect from the Draft Agreement reviewed by us.

We express no view or opinion as to any terms or other aspects of the Transaction (other than the Consideration to the extent expressly specified herein), including, without limitation, the form or structure of the Transaction. Our opinion is limited to the fairness, from a financial point of view, of the Consideration to be received by the holders of shares of Norfolk Southern Common Stock (other than Excluded Shares) in the Transaction and no opinion or view is expressed with respect to any consideration received in connection with the Transaction by the holders of any other class of securities, creditors or other constituencies of any party. In addition, no opinion or view is expressed with respect to the fairness (financial or otherwise) of the amount, nature or any other aspect of any compensation to any of the officers, directors or employees of any party to the Transaction, or class of such persons, relative to the Consideration. Furthermore, no opinion or view is expressed as to the relative merits of the Transaction in comparison to other strategies or transactions that might be available to Norfolk Southern or in which Norfolk Southern might engage or as to the underlying business decision of Norfolk Southern to proceed with or effect the Transaction. We are not expressing any opinion as to what the value of Union Pacific Common Stock actually will be when issued or the prices at which Norfolk Southern Common Stock or Union Pacific Common Stock will trade at any time, including following announcement or consummation of the Transaction. In addition, we express no opinion or recommendation as to how any stockholder should vote or act in connection with the Transaction or any related matter.

We have acted as financial advisor to Norfolk Southern in connection with the Transaction and will receive a fee for our services, a portion of which is payable upon the rendering of this opinion and a significant portion of which is contingent upon consummation of the Transaction. In addition, Norfolk Southern has agreed to reimburse our expenses and indemnify us against certain liabilities arising out of our engagement.

We and our affiliates comprise a full service securities firm and commercial bank engaged in securities, commodities and derivatives trading, foreign exchange and other brokerage activities, and principal investing as well as providing investment, corporate and private banking, asset and investment management, financing and financial advisory services and other commercial services and products to a wide range of companies, governments and individuals. In the ordinary course of our businesses, we and our affiliates may invest on a principal basis or on behalf of customers or manage funds that invest, make or hold long or short positions, finance positions or trade or otherwise effect transactions in equity, debt or other securities or financial instruments (including derivatives, bank loans or other obligations) of Norfolk Southern, Union Pacific and certain of their respective affiliates.

We and our affiliates in the past have provided, currently are providing, and in the future may provide, investment banking, commercial banking and other financial services to Norfolk Southern and have received, or in the future may receive, compensation for the rendering of these services, including (i) having acted or acting as financial advisor to Norfolk Southern in connection with shareholder activism, (ii) having acted as manager or underwriter for certain debt offerings of Norfolk Southern, (iii) having acted or acting as co-lead arranger, joint bookrunner for, and/or lender under, certain letters of credit, leasing and other credit facilities of Norfolk Southern and (iv) having provided or providing certain treasury management services and products to Norfolk Southern.

In addition, we and our affiliates in the past have provided, currently are providing, and in the future may provide, investment banking, commercial banking and other financial services to Union Pacific and have received or in the future may receive compensation for the rendering of these services, including (i) having acted

as manager or underwriter for certain debt offerings of Union Pacific, (ii) having acted or acting as co-lead arranger, joint bookrunner for, and/or lender under, certain leasing and other credit facilities of Union Pacific and (iii) having provided or providing certain treasury management services and products to Union Pacific.

It is understood that this letter is for the benefit and use of the Board of Directors of Norfolk Southern (in its capacity as such) in connection with and for purposes of its evaluation of the Transaction.

Our opinion is necessarily based on financial, economic, monetary, market and other conditions and circumstances as in effect on, and the information made available to us as of, the date hereof. As you are aware, the credit, financial and stock markets have been experiencing unusual volatility and we express no opinion or view as to any potential effects of such volatility on Norfolk Southern, Union Pacific or the Transaction. It should be understood that subsequent developments may affect this opinion, and we do not have any obligation to update, revise, or reaffirm this opinion. The issuance of this opinion was approved by a fairness opinion review committee of BofA Securities, Inc.

Based upon and subject to the foregoing, including the various assumptions and limitations set forth herein, we are of the opinion on the date hereof that the Consideration to be received in the Transaction by the holders of Norfolk Southern Common Stock (other than Excluded Shares) is fair, from a financial point of view, to such holders.

Very truly yours,

/s/ BOFA SECURITIES, INC.

BOFA SECURITIES, INC.

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 20. Indemnification of Directors and Officers.

Section 16-10a-902 of the URBCA provides that a corporation may indemnify any individual who was, is, or is threatened to be made a named defendant or respondent (which is referred to as a Party) in any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal (which is referred to as a Proceeding), because he or she is or was a director or officer of the corporation or, while a director or officer of the corporation, is or was serving at its request as a director, officer, partner, trustee, employee, fiduciary, or agent of another corporation or other person or of an employee benefit plan (which is each referred to as an Indemnifiable Director), against any liability incurred with respect to a Proceeding, including any judgment, settlement, penalty, fine, or reasonable expenses (including attorneys' fees), incurred in the Proceeding if his, her, or its conduct was in good faith, he or she reasonably believed that his, her, or its conduct was in, or not opposed to, the best interests of the corporation, and, in the case of any criminal Proceeding, had no reasonable cause to believe such conduct was unlawful; provided, however, that (i) pursuant to Subsection 902(5), indemnification under Section 902 in connection with a Proceeding by or in the right of the corporation is limited to payment of reasonable expenses (including attorneys' fees) incurred in connection with the Proceeding, and (ii) pursuant to Subsection 902(4), the corporation may not indemnify an Indemnifiable Director in connection with a Proceeding by or in the right of the corporation in which the Indemnifiable Director was adjudged liable to the corporation, or in connection with any other Proceeding charging that the Indemnifiable Director derived an improper personal benefit, whether or not involving action in his, her, or its official capacity, in which Proceeding he or she was adjudged liable on the basis that he or she derived an improper personal benefit.

Section 16-10a-903 of the URBCA provides that, unless limited by its articles of incorporation, a Utah corporation shall indemnify an Indemnifiable Director who was successful, on the merits or otherwise, in the defense of any Proceeding, or in the defense of any claim, issue, or matter in the Proceeding, to which he or she was a Party because he or she is or was an Indemnifiable Director of the corporation, against reasonable expenses (including attorneys' fees) incurred in connection with the Proceeding or claim with respect to which he or she has been successful. Section 16-10a-907 of the URBCA permits Utah corporations to indemnify officers and advance expenses to the same extent as a director and in some cases to a greater extent than a director.

The Union Pacific articles of incorporation, incorporated herein as Exhibit 3.1 to this joint proxy statement/prospectus, do not limit the obligation of Union Pacific to indemnify its directors and officers as required by the URBCA. Furthermore, the Union Pacific by-laws, incorporated herein as Exhibit 3.2 to the this joint proxy statement/prospectus, provide for mandatory indemnification of its directors, officers, and employees to the full extent permitted by law, subject to limited exceptions, if such person was, is or is threatened to be made a party to, or is a witness or other participant in, such proceeding because such person is or was a director, officer, or employee of Union Pacific and require Union Pacific to reimburse the reasonable expenses incurred by such director, officer, or employee in connection with defending any such proceeding and in advance of its final disposition.

The URBCA empowers corporations to purchase insurance on behalf of any person who is or was a director or officer against any liability asserted against him or her and incurred by him or her in such capacity or arising out of his or her status as a director or officer, as the case may be. Union Pacific maintains insurance on behalf of its directors and officers against liability asserted against them arising out of their status as directors or officers.

Item 21. Exhibits and Financial Statement Schedules.

Exhibit No.	Exhibit Description	Incorporated by Reference			Filed Herewith
		Form	Date	Number	
2.1	Agreement and Plan of Merger, dated as of July 28, 2025, by and among Union Pacific Corporation, Ruby Merger Sub 1 Corporation, Ruby Merger Sub 2 LLC, and Norfolk Southern Corporation (attached as Annex A to this joint proxy statement/prospectus which forms part of this registration statement)^				X
3.1	Restated Articles of Incorporation of Union Pacific Corporation*	10-Q	7/25/2014	3(a)	
3.2	By-Laws of Union Pacific Corporation, as amended*	8-K	11/19/2015	3.2	
5.1	Opinion of Parr Brown Gee & Loveless, PC*				
23.1	Consent of Parr Brown Gee & Loveless, PC (included in Exhibit 5.1)*				
23.2	Consent of Deloitte & Touche LLP, independent registered public accounting firm of Union Pacific Corporation				X
23.3	Consent of KPMG LLP, independent registered public accounting firm of Norfolk Southern Corporation				X
24.1	Power of Attorney*				
99.1	Consent of Morgan Stanley & Co. LLC				X
99.2	Consent of Wells Fargo Securities, LLC				X
99.3	Consent of BofA Securities, Inc.				X
99.4	Form of Proxy Card for Special Meeting of Union Pacific Corporation				X
99.5	Form of Proxy Card for Special Meeting of Norfolk Southern Corporation				X
107	Filing Fee Table*				

^ Schedules (or similar attachments) have been omitted pursuant to Item 601(a)(5) of Regulation S-K. The registrant hereby undertakes to furnish supplemental copies of any of the omitted schedules (or similar attachments) upon request by the U.S. Securities and Exchange Commission; provided that the registrant may request confidential treatment pursuant to Rule 24b-2 of the Securities Exchange Act of 1934, as amended, for any schedules (or similar attachments) so furnished.

* Previously filed.

Item 22. Undertakings.

The following undertakings are made by each of the undersigned registrants:

(a) The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in the volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) That, for the purpose of determining liability under the Securities Act of 1933 to any purchaser, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

(5) That, for the purpose of determining liability of the registrant under the Securities Act of 1933 to any purchaser in the initial distribution of the securities, the undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;

(ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;

(iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and

(iv) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

(b) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to section 13(a) or section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c)

(1) The undersigned registrant hereby undertakes as follows: that prior to any public reoffering of the securities registered hereunder through use of a prospectus which is a part of this registration statement, by any person or party who is deemed to be an underwriter within the meaning of Rule 145(c), the issuer undertakes that such reoffering prospectus will contain the information called for by the applicable registration form with respect to reofferings by persons who may be deemed underwriters, in addition to the information called for by the other Items of the applicable form.

(2) The registrant undertakes that every prospectus (i) that is filed pursuant to paragraph (1) immediately preceding or (ii) that purports to meet the requirements of section 10(a)(3) of the Act and is used in connection with an offering of securities subject to Rule 415, will be filed as a part of an amendment to the registration statement and will not be used until such amendment is effective, and that, for purposes of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(d) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers, and controlling persons of the registrants pursuant to the foregoing provisions, or otherwise, the registrants have been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrants of expenses incurred or paid by a director, officer, or controlling person of the registrants in the successful defense of any action, suit, or proceeding) is asserted by such director, officer, or controlling person in connection with the securities being registered, the registrants will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

(e) The undersigned registrant hereby undertakes to respond to requests for information that is incorporated by reference into the prospectus pursuant to Items 4, 10(b), 11, or 13 of this form, within one (1) business day of receipt of such request, and to send the incorporated documents by first class mail or other equally prompt means. This includes information contained in documents filed subsequent to the effective date of the registration statement through the date of responding to the request.

(f) The undersigned registrant hereby undertakes to supply by means of a post-effective amendment all information concerning a transaction, and the company being acquired involved therein, that was not the subject of and included in the registration statement when it became effective.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized in the City of Omaha, State of Nebraska, on September 30, 2025.

UNION PACIFIC CORPORATION

By: /s/ V. James Vena
Name: V. James Vena
Title: Chief Executive Officer
Union Pacific Corporation

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed below by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ V. James Vena V. James Vena	Director; Chief Executive Officer (Principal Executive Officer)	September 30, 2025
/s/ Jennifer L. Hamann Jennifer L. Hamann	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	September 30, 2025
/s/ Carrie J. Powers Carrie J. Powers	Vice President, Controller, and Chief Accounting Officer (Principal Accounting Officer)	September 30, 2025
/s/ Christina B. Conlin Christina B. Conlin	Executive Vice President, Chief Legal Officer, and Corporate Secretary	September 30, 2025
/s/ * David B. Dillon	Director	September 30, 2025
/s/ * Sheri H. Edison	Director	September 30, 2025
/s/ * Teresa M. Finley	Director	September 30, 2025

Signature	Title	Date
/s/ * Deborah C. Hopkins	Director	September 30, 2025
/s/ * Jane H. Lute	Director	September 30, 2025
/s/ * Michael R. McCarthy	Director	September 30, 2025
/s/ * Doyle R. Simons	Director	September 30, 2025
/s/ * John K. Tien, Jr.	Director	September 30, 2025
/s/ * John P. Wiehoff	Director	September 30, 2025
/s/ * Christopher J. Williams	Director	September 30, 2025
*By: /s/ Christina B. Conlin Christina B. Conlin	*Attorney-In-Fact*	September 30, 2025

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in this Registration Statement No. 33-290282 on Form S-4 of our reports dated February 7, 2025, relating to the consolidated financial statements of Union Pacific Corporation and Subsidiary Companies (the Corporation) and the effectiveness of the Corporation's internal control over financial reporting appearing in the Annual Report on Form 10-K of Union Pacific Corporation for the year ended December 31, 2024. We also consent to the reference to us under the heading "Experts" in such Registration Statement.

/s/ Deloitte & Touche LLP

Omaha, Nebraska
September 30, 2025

Consent of Independent Registered Public Accounting Firm

We consent to the use of our report dated February 10, 2025, with respect to the consolidated financial statements of Norfolk Southern Corporation, and the effectiveness of internal control over financial reporting, incorporated herein by reference, and to the reference to our firm under the heading "Experts" in the joint proxy statement/prospectus.

/s/ KPMG LLP

Atlanta, Georgia
September 30, 2025

Consent of Morgan Stanley & Co. LLC

We hereby consent to the use in Amendment No. 1 to the Registration Statement (the "Registration Statement") of Union Pacific Corporation on Form S-4 and in the related joint proxy statement/prospectus, which is part of the Registration Statement, of our written opinion dated July 28, 2025, appearing as Annex B to such joint proxy statement/prospectus, and to the description of such opinion and to the references thereto and to our name contained therein under the headings "*Summary — Opinions of Union Pacific's Financial Advisors — Opinion of Morgan Stanley*," "*Risk Factors,*" "*The Mergers — Union Pacific's Reasons for the Mergers; Recommendation of the Union Pacific Board of Directors*," "*The Mergers — Opinions of Union Pacific's Financial Advisors — Opinion of Morgan Stanley*," and "*The Merger Agreement — Conditions to the Mergers*." In giving the foregoing consent, we do not admit that we come within the category of persons whose consent is required under Section 7 of the Securities Act of 1933, as amended (the "Securities Act"), or the rules and regulations promulgated thereunder, nor do we admit that we are experts with respect to any part of such Registration Statement within the meaning of the term "experts" as used in the Securities Act or the rules and regulations promulgated thereunder.

MORGAN STANLEY & CO. LLC

By: /s/ James McMahon
James McMahon
Managing Director

New York, New York
September 30, 2025

Consent of Wells Fargo Securities, LLC

The Board of Directors
Union Pacific Corporation
1400 Douglas Street
Omaha, Nebraska 68179

The Board of Directors:

We hereby consent to the inclusion of our opinion letter, dated July 28, 2025, to the Board of Directors of Union Pacific Corporation ("Union Pacific") as Annex C to, and reference to such opinion letter under the headings "SUMMARY — Opinions of Union Pacific's Financial Advisors — Opinion of Wells Fargo" and "THE MERGERS — Opinions of Union Pacific's Financial Advisors — Opinion of Wells Fargo" in, the joint proxy statement/prospectus relating to the proposed transaction involving Union Pacific and Norfolk Southern Corporation ("Norfolk Southern"), which joint proxy statement/prospectus forms a part of Amendment No. 1 to the Registration Statement on Form S-4 of Union Pacific (the "Registration Statement"). By giving such consent, we do not thereby admit that we are experts with respect to any part of such Registration Statement within the meaning of the term "expert" as used in, or that we come within the category of persons whose consent is required under, the Securities Act of 1933, as amended, or the rules and regulations of the Securities and Exchange Commission promulgated thereunder.

Very truly yours,

/s/ Wells Fargo Securities, LLC

Wells Fargo Securities, LLC

September 30, 2025

Consent of BofA Securities, Inc.

September 30, 2025

The Board of Directors
Norfolk Southern Corporation
650 West Peachtree Street NW
Atlanta, Georgia 30308

Members of the Board:

We hereby consent to the inclusion of our opinion letter, dated July 28, 2025, to the Board of Directors of Norfolk Southern Corporation ("Norfolk Southern") as Annex D to, and to the reference thereto under the headings "SUMMARY — Opinion of Norfolk Southern's Financial Advisor", "RISK FACTORS" and "THE MERGERS — Background of the Mergers; Norfolk Southern's Board's Recommendations and Its Reasons for the Transaction; Certain Unaudited Prospective Financial Information; Opinion of Norfolk Southern's Financial Advisor" in, the joint proxy statement/prospectus relating to the proposed merger involving Norfolk Southern and Union Pacific Corporation ("Union Pacific"), which joint proxy statement/prospectus forms a part of Union Pacific's Registration Statement on Form S-4 to which this consent is filed as an exhibit. In giving the foregoing consent, we do not admit (1) that we come within the category of persons whose consent is required under Section 7 of the Securities Act of 1933, as amended (the "Securities Act"), or the rules and regulations of the Securities and Exchange Commission (the "Commission") promulgated thereunder, or (2) that we are experts with respect to any part of the Registration Statement within the meaning of the term "experts" as used in the Securities Act and the rules and regulations of the Commission promulgated thereunder.

Very truly yours,

/s/ BOFA SECURITIES, INC.

BOFA SECURITIES, INC.

BUILDING AMERICA®

UNION PACIFIC CORPORATION
1400 DOUGLAS ST, 19TH FLOOR
OMAHA, NE 68179

SCAN TO
VIEW MATERIALS & VOTE

VOTE BY INTERNET
Before the meeting - Go to **www.proxyvote.com or scan the QR Barcode above**

Use the internet to transmit your voting instructions and for electronic delivery of information. Vote by 11:59 P.M., Eastern Time on November 13, 2025 for shares held directly and by 11:59 P.M., Eastern Time on November 11, 2025 for shares held in a Union Pacific Retirement Plan. Have your proxy card in hand when you access the web site and follow the instructions to obtain your records and to create an electronic voting instruction form.

Listen during the meeting - At **www.virtualshareholdermeeting.com/UNP2025SM**

You may listen to a live audio-only webcast of the meeting via the internet. Have the information that is printed in the box marked by the arrow available and follow the instructions.

VOTE BY PHONE - 1-800-690-6903
Use any touch-tone telephone to transmit your voting instructions. Vote by 11:59 P.M., Eastern Time on November 13, 2025 for shares held directly and by 11:59 P.M., Eastern Time on November 11, 2025 for shares held in a Union Pacific Retirement Plan. Have your proxy card in hand when you call and then follow the instructions.

VOTE BY MAIL
Mark, sign and date your proxy card and return it in the postage-paid envelope we have provided or return it to Vote Processing, c/o Broadridge, 51 Mercedes Way, Edgewood, NY 11717.

TO VOTE, MARK BLOCKS BELOW IN BLUE OR BLACK INK AS FOLLOWS:

V79714-TBD

KEEP THIS PORTION FOR YOUR RECORDS
DETACH AND RETURN THIS PORTION ONLY

THIS PROXY CARD IS VALID ONLY WHEN SIGNED AND DATED.

UNION PACIFIC CORPORATION

The Board of Directors recommends a vote FOR Proposals 1 and 2.

		For	Against	Abstain
1.	**Proposal 1—The Share Issuance Proposal:** To approve the issuance of Union Pacific common stock, par value $2.50 per share, pursuant to the Agreement and Plan of Merger, dated as of July 28, 2025, which is referred to as the merger agreement, by and among Union Pacific Corporation, which is referred to as Union Pacific, Norfolk Southern Corporation, which is referred to as Norfolk Southern, Ruby Merger Sub 1 Corporation and Ruby Merger Sub 2 LLC, as may be amended from time to time, which proposal is referred to as the share issuance proposal.	☐	☐	☐
2.	**Proposal 2—The Union Pacific Adjournment Proposal:** To approve the adjournment of the Union Pacific special meeting from time to time, if necessary or appropriate, to solicit additional proxies in the event there are not sufficient votes at the time of the Union Pacific special meeting to approve the share issuance proposal, which proposal is referred to as the Union Pacific adjournment proposal.	☐	☐	☐

Please sign exactly as your name(s) appear(s) hereon. When signing as attorney, executor, administrator, or other fiduciary, please give full title as such. Joint owners should each sign personally. All holders must sign. If a corporation or partnership, please sign in full corporate or partnership name by authorized officer.

Signature [PLEASE SIGN WITHIN BOX] Date

Signature (Joint Owners) Date

Important Notice Regarding the Availability of Proxy Materials for the Special Meeting:
The Notice of Special Meeting of Shareholders and Joint Proxy Statement/Prospectus are available at www.proxyvote.com.

V79715-TBD

UNION PACIFIC CORPORATION
Special Meeting of Shareholders
November 14, 2025 8:00 A.M., Central Time
This proxy is solicited by the Board of Directors

The shareholder(s) signing this form hereby appoint(s) Michael R. McCarthy and Christina B. Conlin, and each of them, as proxies, each with the power to appoint his or her substitute, and hereby authorize(s) them to represent and to vote, as designated on the reverse side of this form, all of the shares of common stock of UNION PACIFIC CORPORATION that the shareholder(s) is/are entitled to vote at the special meeting of shareholders to be held at 8:00 A.M., Central Time on November 14, 2025, via live audio webcast, accessible at www.virtualshareholdermeeting.com/UNP2025SM and at any adjournment or postponement thereof.

This proxy, when properly executed, will be voted in the manner directed herein. If no such direction is made, this proxy will be voted FOR Proposals 1 and 2.

Continued and to be signed on reverse side

NORFOLK SOUTHERN CORPORATION
650 WEST PEACHTREE STREET NW
ATLANTA, GA 30308

SCAN TO
VIEW MATERIALS & VOTE

VOTE BY INTERNET
Before The Meeting - Go to **www.proxyvote.com or scan the QR Barcode above**

Use the Internet to transmit your voting instructions and for electronic delivery of information. Vote by 11:59 PM ET on November 13, 2025. Have your proxy card in hand when you access the website and follow the instructions to obtain your records and to create an electronic voting instruction form.

During The Meeting - Go to **www.virtualshareholdermeeting.com/NSC2025SM**

You may attend the meeting via the Internet and vote during the meeting. Have the information that is printed in the box marked by the arrow available and follow the instructions.

VOTE BY PHONE - 1-800-690-6903
Use any touch-tone telephone to transmit your voting instructions. Vote by 11:59 PM ET on November 13, 2025. Have your proxy card in hand when you call and then follow the instructions.

VOTE BY MAIL
Mark, sign and date your proxy card and return it in the postage-paid envelope we have provided or return it to Vote Processing, c/o Broadridge, 51 Mercedes Way, Edgewood, NY 11717.

TO VOTE, MARK BLOCKS BELOW IN BLUE OR BLACK INK AS FOLLOWS:

V80312-TBD

KEEP THIS PORTION FOR YOUR RECORDS
DETACH AND RETURN THIS PORTION ONLY

THIS PROXY CARD IS VALID ONLY WHEN SIGNED AND DATED.

NORFOLK SOUTHERN CORPORATION

The Board of Directors of Norfolk Southern Corporation ("Norfolk Southern") recommends you vote FOR the following proposals:

		For	Against	Abstain
1.	To approve the Agreement and Plan of Merger, dated as of July 28, 2025, as it may be amended from time to time, by and among Norfolk Southern, Union Pacific Corporation, Ruby Merger Sub 1 Corporation and Ruby Merger Sub 2 LLC (the "merger agreement" and such proposal, the "merger agreement proposal").	☐	☐	☐
2.	To approve, on a non-binding advisory basis, the compensation that may be paid or become payable to the named executive officers of Norfolk Southern in connection with the transactions contemplated by the merger agreement.	☐	☐	☐
3.	To adjourn the Norfolk Southern special meeting from time to time, if necessary or appropriate, to solicit additional proxies in the event there are not sufficient votes at the time of the Norfolk Southern special meeting to approve the merger agreement proposal.	☐	☐	☐

Please sign exactly as your name(s) appear(s) hereon. When signing as attorney, executor, administrator, or other fiduciary, please give full title as such. Joint owners should each sign personally. All holders must sign. If a corporation or partnership, please sign in full corporate or partnership name by authorized officer.

Signature [PLEASE SIGN WITHIN BOX] Date

Signature (Joint Owners) Date

Important Notice Regarding the Availability of Proxy Materials for the Special Meeting:
The Notice and Proxy Statement and other related materials are available at www.proxyvote.com.

V80313-TBD

NORFOLK SOUTHERN®

NORFOLK SOUTHERN CORPORATION
PROXY FOR SPECIAL MEETING OF SHAREHOLDERS
NOVEMBER 14, 2025
THIS PROXY IS SOLICITED ON BEHALF OF THE BOARD OF DIRECTORS OF NORFOLK SOUTHERN CORPORATION

The undersigned hereby appoint(s) Jason M. Morris and J. Jeremy Ballard, or either of them, as proxies, each with the power to appoint his substitute, and hereby authorize(s) them, to represent and to vote, as designated on the reverse side of this proxy card, all of the shares of Norfolk Southern common stock, that the shareholder(s) is/are authorized to vote, at the special meeting of shareholders to be held virtually at 9:00 AM ET, on November 14, 2025, at www.virtualshareholdermeeting.com/NSC2025SM, and at any adjournment or postponement thereof.

This proxy, when properly executed, will be voted in the manner directed herein. If no such direction is made, this proxy will be voted FOR each of the proposals included herein. If any other matters properly come before the meeting and any adjournment or postponement thereof, the persons named in the proxy will vote in their discretion on such matters.

YOUR VOTE IS VERY IMPORTANT – PLEASE SUBMIT YOUR PROXY TODAY

(continued and to be signed on the reverse side)

BEFORE THE
SURFACE TRANSPORTATION BOARD

DOCKET NO. FD 36873

UNION PACIFIC CORPORATION AND UNION PACIFIC RAILROAD COMPANY
—CONTROL—
NORFOLK SOUTHERN CORPORATION AND NORFOLK SOUTHERN
RAILWAY COMPANY

EXHIBIT 9

ANNUAL REPORTS
[SECTION 1180.6(b)(4)]

EXHIBIT 9.1

UNION PACIFIC CORPORATION FORM 10-K
FOR FISCAL YEAR ENDED DECEMBER 31, 2024
(FILED WITH THE SEC ON FEB. 7, 2025)

Please refer to Exhibit 6.1 for Union Pacific Corporation's
Form 10-K for Fiscal Year Ended December 31, 2024
(filed with the SEC on Feb 7. 2025)

EXHIBIT 9.2

UNION PACIFIC CORPORATION FORM 10-K
FOR FISCAL YEAR ENDED DECEMBER 31, 2023
(FILED WITH THE SEC ON FEB. 9, 2024)

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 10-K

(Mark One)

☒ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the fiscal year ended December 31, 2023
OR
☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the transition period from _____ to _____

Commission File Number 1-6075

UNION PACIFIC CORPORATION

(Exact name of registrant as specified in its charter)

Utah	**13-2626465**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)
1400 Douglas Street, Omaha, Nebraska	**68179**
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: **(402) 544-5000**

Securities registered pursuant to Section 12(b) of the Act:

Title of each Class	Trading Symbol	Name of each exchange on which registered
Common Stock (Par Value $2.50 per share)	**UNP**	**New York Stock Exchange**

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act.
☑Yes ☐ No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act.
☐Yes ☑ No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.
☑Yes ☐ No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files).
☑Yes ☐ No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large Accelerated Filer	☑	Accelerated Filer	☐	Non-Accelerated Filer	☐
Smaller Reporting Company	☐	Emerging Growth Company	☐		

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.
☐

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report.
☑

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements.
☐

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b).
☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act).
☐Yes ☑ No

As of June 30, 2023, the aggregate market value of the registrant's Common Stock held by non-affiliates (using the New York Stock Exchange closing price) was $123.0 billion.

The number of shares outstanding of the registrant's Common Stock as of February 2, 2024, was 609,777,914.

Documents Incorporated by Reference – Portions of the registrant's definitive Proxy Statement for the Annual Meeting of Shareholders to be held on May 9, 2024, are incorporated by reference into Part III of this report. The registrant's Proxy Statement will be filed with the Securities and Exchange Commission (SEC) within 120 days after the end of the fiscal year that this report relates pursuant to Regulation 14A.

UNION PACIFIC CORPORATION
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February 9, 2024

Fellow Shareholders:

As Union Pacific shareholders, we own a piece of history. Over the course of 161 years, our Company is built to handle inevitable changes and challenges of business cycles while seeking ways to innovate and grow. 2023 was no different.

This year, I assumed the role of Chief Executive Officer, and Lance Fritz retired after a distinguished career. At that time, we also split the roles of Chairman and CEO and Mike McCarthy, was named Chairman of the Board of Directors. The transition was seamless, a credit to the Board, Lance, and the management team.

Since becoming CEO, I have focused the team on a multi-year strategy of “Safety + Service & Operational Excellence = Growth.” Safety must always be our first area of focus, returning everyone home safely each day. Service is all about delivering what we sold our customers, committing to what we can do and doing it with excellence. Operational Excellence is about operating efficiently and productively while maintaining a buffer to handle ups and downs of railroading.

In the second half of 2023, we achieved great momentum as the team united to deliver a shared strategy. Our fourth quarter operating metrics were the best of the year. We exited the year with a stronger service product and fluid network. Our Fourth Quarter financial results also demonstrated momentum as we achieved sequential quarterly margin improvement. For 2023, we reported earnings per diluted share of $10.45, a 7% decrease versus 2022, reflecting 1% lower volumes and an operating ratio increase of 220 basis points. To support our service product and growth, we invested $3.7 billion back into our network. Soft consumer markets, continued inflationary pressures, and new labor agreements all impacted financial results.

As we turn the page to 2024, we are looking at the opportunities ahead. The entire Union Pacific team is focused on being the industry’s best in safety, service, and operational excellence. That strategy leads to long-term growth and provides you with industry-leading returns on your investment. It’s how we win.

We understand that we hold the keys to an iconic company that helped Build America. We are propelled by that history and recognize we have an important responsibility to deliver for our stakeholders. We are grateful for this opportunity and thank you for your ownership of Union Pacific

Chief Executive Officer

DIRECTORS AND SENIOR MANAGEMENT

BOARD OF DIRECTORS

William J. DeLaney
Former Chief Executive Officer - Sysco Corporation
Board Committees: Compensation and Benefits (Chair); Safety and Service Quality

David B. Dillon
Former Chairman and CEO - The Kroger Company
Board Committees: Audit (Chair); Corporate Governance, Nominating, and Sustainability

Sheri H. Edison
Former Executive Vice President and General Counsel - Amcor plc
Board Committees: Compensation and Benefits; Corporate Governance, Nominating, and Sustainability (Chair)

Teresa M. Finley
Former Chief Marketing and Business Services Officer - United Parcel Service, Inc.
Board Committees: Audit; Finance

Deborah C. Hopkins
Former Chief Executive Officer - Citi Ventures and Former Chief Innovation Officer - Citi
Board Committees: Compensation and Benefits; Finance (Chair)

Jane H. Lute
Strategic Advisor - SICPA, North America
Board Committees: Audit; Safety and Service Quality (Chair)

Michael R. McCarthy
Chairman - Union Pacific Corporation and Union Pacific Railroad Company; Chairman - McCarthy Group, LLC; and Co-Chairman - Bridges Trust Company
Board Committees: Corporate Governance, Nominating, and Sustainability; Finance

Doyle R. Simons
Former President and CEO - Weyerhaeuser Company
Board Committees: Compensation and Benefits; Safety and Service Quality

John K. Tien, Jr.
Former Deputy Secretary - U.S. Department of Homeland Security
Board Committees: Pending Assignment

V. James Vena
Chief Executive Officer - Union Pacific Corporation and Union Pacific Railroad Company

John P. Wiehoff
Former Chairman, President, and CEO - C.H. Robinson Worldwide, Inc.
Board Committees: Audit; Safety and Service Quality

Christopher J. Williams
Chairman - Siebert Williams Shank & Co.
Board Committees: Audit; Finance

SENIOR MANAGEMENT

V. James Vena
Chief Executive Officer

Prentiss W. Bolin, Jr.
Vice President - External Relations

Bryan L. Clark
Vice President - Tax

Eric J. Gehringer*
Executive Vice President - Operations

Rebecca B. Gregory*
Vice President and Chief of Staff

Jennifer L. Hamann
Executive Vice President and Chief Financial Officer

Rahul Jalali
Executive Vice President and Chief Information Officer

Michael V. Miller
Vice President and Treasurer

Craig V. Richardson
Executive Vice President, Chief Legal Officer, and Corporate Secretary

Kenny G. Rocker*
Executive Vice President - Marketing and Sales

Todd M. Rynaski
Senior Vice President and Chief Accounting, Risk, and Compliance Officer

Elizabeth F. Whited
President

*For Union Pacific Railroad Company only.

PART I

Item 1. Business

GENERAL

Union Pacific Railroad Company is the principal operating company of Union Pacific Corporation. One of America's most recognized companies, Union Pacific Railroad Company connects 23 states in the western two-thirds of the country by rail, providing a critical link in the global supply chain. The Railroad's diversified business mix includes Bulk, Industrial, and Premium. Union Pacific serves many of the fastest-growing U.S. population centers, operates from all major West Coast and Gulf Coast ports to Eastern gateways, connects with Canada's rail systems, and is the only railroad serving all six major Mexico gateways. Union Pacific provides value to its roughly 10,000 customers by delivering products in a safe, reliable, fuel-efficient, and environmentally responsible manner.

Union Pacific Corporation was incorporated in Utah in 1969 and maintains its principal executive offices at 1400 Douglas Street, Omaha, NE 68179. The telephone number at that address is (402) 544-5000. The common stock of Union Pacific Corporation is listed on the New York Stock Exchange (NYSE) under the symbol "UNP".

For purposes of this report, unless the context otherwise requires, all references herein to "Union Pacific", "UPC", "Corporation", "Company", "we", "us", and "our" shall mean Union Pacific Corporation and its subsidiaries, including Union Pacific Railroad Company, which we separately refer to as "UPRR" or the "Railroad".

STRATEGY

Safety, Service, and Operational Excellence supports the Company's long term initiative to Grow its freight volumes (Safety + Service & Operational Excellence = Growth). Together as a team, the Company will focus on achieving the best safety record in the industry, being known for superior service, grounded in operational excellence which, in turn, drives growth.

Safety is paramount and, as our first area of focus, sets the foundation for achieving the Company's objectives. The mindset and culture are built around a personal commitment by all employees to prioritize safety so everyone goes home safely.

Service is all about delivering what we sold our customers. We work with our customers to understand the service they need to win in their markets and then drive how we win together. We commit to these service levels and do it with excellence.

Operational Excellence is about operating efficiently and productively. We will drive value with our available resources, but also maintain a buffer so our service is resilient, managing the inevitable ups and downs that come with weather, fluctuating volumes, and securing growth.

Execution of our strategy to be the industry leader in both safety and service leads to revenue growth with improved margins and greater cash generation, creating long term enterprise value. The result will be strong financial performance driving significant shareholder returns.

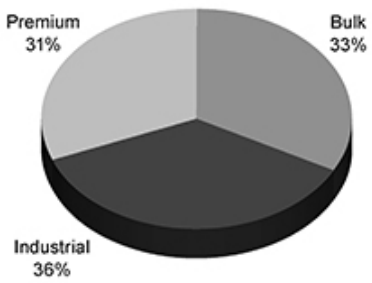
As we work to transform our railroad, our core values continue to guide us. Our passion for performance will help us win; our high ethical standards ensure we win in a way that supports all of our stakeholders; and our teamwork ensures we win together.

OPERATIONS

The Railroad, along with its subsidiaries and rail affiliates, is our one reportable operating segment. Although we provide and analyze revenues by commodity group, we treat the financial results of the Railroad as one segment due to the integrated nature of our rail network. Additional information regarding our business and operations, including revenues, financial information and data, and other information regarding environmental matters, is presented in Risk Factors, Item 1A; Legal Proceedings, Item 3; Management's Discussion and Analysis of Financial Condition and Results of Operations, Item 7; and the Financial Statements and Supplementary Data, Item 8.

Operations – UPRR is a Class I railroad operating in the U.S. We have 32,693 route miles, connecting Pacific Coast and Gulf Coast ports with the Midwest and Eastern U.S. gateways and providing several corridors to key Mexican and Canadian gateways. We serve the western two-thirds of the country and maintain coordinated schedules with other rail carriers to move freight to and from the Atlantic Coast, the Pacific Coast, the Southeast, the Southwest, Canada, and Mexico. Export and import traffic moves through Gulf Coast, Pacific Coast, and East Coast ports and across the Mexican and Canadian borders. In 2023, we generated freight revenues totaling $22.6 billion from the following three commodity groups:

2023 Freight Revenues



Bulk – The Company's Bulk shipments consist of grain and grain products, fertilizer, food and refrigerated, and coal and renewables. In 2023, this group generated 33% of our freight revenues. We access most major grain markets, connecting the Midwest and Western U.S. producing areas to export terminals in the Pacific Northwest and Gulf Coast ports as well as Mexico. We also serve significant domestic markets, including grain processors, animal feeders, ethanol, and renewable biofuel producers in the Midwest and West. Fertilizer movements originate in the Gulf Coast region, Midwest, Western U.S., and Canada (through interline access) for delivery to major agricultural users in those areas as well as abroad. The Railroad's network supports the transportation of coal shipments to independent and regulated power companies and industrial facilities throughout the U.S. Through interchange gateways and ports, UPRR's reach extends to Eastern U.S. utilities as well as to Mexico and other international destinations. Coal traffic originating in the Powder River Basin (PRB) area of Wyoming is the largest portion of the Railroad's coal business. Renewable shipments for customers committed to sustainability consist primarily of biomass exports and wind turbine components.

Industrial – Our extensive network facilitates the movement of numerous commodities between thousands of origin and destination points throughout North America. The Industrial group consists of several categories, including construction, industrial chemicals, plastics, forest products, specialized products (primarily waste, salt, and roofing), metals and ores, petroleum, liquid petroleum gases (LPG), soda ash, and sand. Transportation of these products accounted for 36% of our freight revenues in 2023. Commercial, residential, and governmental infrastructure investments drive shipments of steel, aggregates, cement, and wood products. Industrial and light manufacturing plants receive steel, nonferrous materials, minerals, and other raw materials.

The industrial chemicals market consists of a vast number of chemical compounds that support the manufacturing of more complex chemicals. Plastics shipments support automotive, housing, and the durable and disposable consumer goods markets. Forest product shipments include lumber and paper commodities. Lumber shipments originate primarily in the Pacific Northwest or Western Canada and move throughout the U.S. for use in new home construction and repairs and remodeling. Paper shipments primarily support packaging needs. Oil and gas drilling generates demand for raw steel, finished pipe, stone, and drilling fluid commodities. The Company's petroleum and LPG shipments are primarily impacted by refinery utilization rates, regional crude pricing differentials, pipeline capacity, and the use of asphalt for road programs. Soda ash originates in southwestern Wyoming and California, destined for chemical and glass producing markets in North America and abroad.

Premium – In 2023, Premium shipments generated 31% of Union Pacific's total freight revenues. Premium includes finished automobiles, automotive parts, and merchandise in intermodal containers, both domestic and international. International business consists of import and export traffic moving in 20 or 40-foot shipping containers, that mainly pass through West Coast ports, destined for one of the Company's many inland intermodal terminals. Domestic business includes container and trailer traffic picked up and delivered within North America for intermodal marketing companies (primarily shipper agents and logistics companies) as well as truckload carriers.

We are the largest automotive carrier west of the Mississippi River and operate or access 39 vehicle distribution centers. The Railroad's extensive franchise accesses six vehicle assembly plants and connects to West Coast ports, all six major Mexico gateways, and the Port of Houston to accommodate both import and export shipments. In addition to transporting finished vehicles, the Company provides expedited handling of automotive parts in both boxcars and intermodal containers destined for Mexico, the U.S., and Canada.

Seasonality – Some of the commodities we carry have peak shipping seasons, reflecting either or both the nature of the commodity (such as certain agricultural and food products that have specific growing and harvesting seasons) and the demand cycle for the commodity (such as intermodal traffic that generally peaks during the third quarter to meet back-to-school and holiday-related demand for consumer goods during the fourth quarter). The peak shipping seasons for these commodities can vary considerably each year depending upon various factors, including the strength of domestic and international economies and currencies; consumer demand; the strength of harvests, which can be adversely affected by severe weather; market prices for agricultural products; and supply chain disruptions.

Proud & Engaged Workforce – Our employees are central to our Safety + Service & Operational Excellence = Growth strategy, and investing in our workforce is key to our success.

Our People: Our award-winning, multigenerational workforce includes talented people from all walks of life, in many stages of life. Made up of management and craft professionals, we are focused on attracting, retaining, and developing talent across our entire system.

As of December 31, 2023, the Company employed 32,973 employees. Our workforce includes five generations from Traditionalists (born before 1946) to Generation Z (born after 1998). The average age is 46.6 with average tenure of 15.9 years.

Union Pacific works with 13 major rail unions, representing approximately 85% of our workforce. The National Carriers Conference Committee of the National Railway Labor Conference, consisting of the top labor officers in most Class I railroads, is the bargaining committee for the industry. Railroads are governed by the Railway Labor Act (RLA), a federal statute enacted in 1926 to bring the railroads and unions to agreement without disruptions to rail transportation. The RLA includes numerous safeguards to help overcome bargaining stalemates. The next round of negotiations begins on January 1, 2025, related to years 2025-2029.

Our Culture: We incorporate our commitment to safety, diversity and inclusion, high ethical standards, passion for performance, and teamwork into our day-to-day operations as we serve our customers.

Safety is central to everything we do at Union Pacific. Together, we are committed to cultivating a safety-focused culture, so our employees return home safely every day. To achieve this, our employees identify risks, initiate action to mitigate those risks, and have the courage to care to keep each other safe.

Our success is measured by our personal injury rate (the number of reportable injuries for every 200,000 employee-hours worked) and our derailment incident rate (the number of reportable derailment incidents per million train miles). Reportable personal injuries are defined as on duty incidents or occupational illnesses that result in employees losing time away from work, modifying or restricting their normal duties, or receiving any medical treatment above and beyond first aid. Reportable derailment incidents are defined as any occurrence where a wheel of a locomotive or rail car falls off the track and causes damage to track, equipment, or structures above the Federal Railroad Administration (FRA) reporting threshold, regardless of ownership ($11,500 for 2023 and $12,000 for 2024) per million train miles. Personal injuries and derailment incidents that meet reportable criteria are reported to the FRA.

Our 2023 personal injury rate of 1.17 deteriorated 4%, while our derailment incident rate of 2.72 improved 6% versus 2022. (See further discussion in Management's Discussion and Analysis of Financial Condition and Results of Operations, Item 7, of this report.)

Diversity, Equity, and Inclusion: Union Pacific's commitment to diversity and inclusion is based on our desire to create an environment where people can be their best, personally and professionally. We believe that a diverse and supportive culture increases employee engagement, improves morale, and allows qualified employees to succeed and contribute to Union Pacific's success. All of this supports our safety strategy and improves the quality of decision-making, problem-solving, and strategic thinking.

Union Pacific's commitment, today and for the future, is to further improve and strengthen performance through an inclusive workforce that reflects the diverse markets and communities we serve, where everyone is treated fairly, differences are valued, and talent is recognized and rewarded. To that end, Union Pacific intends to maintain its standards of hiring and promoting based on merit, while aspiring to reach 40% people of color and double our female representation to 11% in our workforce by 2030. As of December 31, 2023, workforce representation of people of color and females was approximately 33.8% and 5.5%, respectively.

The Employee Journey: From recruitment to retirement and milestones in between, we are relentlessly focused on supporting and engaging employees throughout their Union Pacific journey. We view it as imperative to invest in our employees with meaningful benefit offerings, developmental experiences, and career opportunities.

The process begins with recruitment, where we strive to attract the most talented and diverse employees to join our team. Then, we focus on training and development, which includes courses and programs designed to help our employees grow into new roles and/or learn a new skill in their current role so that we can retain our workforce over time.

Providing competitive compensation and meaningful benefits is key to attracting and retaining talented employees. Union Pacific is committed to continuously reviewing its compensation programs and comprehensive benefits programs to promote programs that are fair and competitive. Both are key to enhancing the value of working for Union Pacific and demonstrating the Company's commitment to the health and wealth of employees during their career. Benefits vary based on the applicable collective bargaining agreement or an employee's management status. The final stage of the employee journey is a fulfilling retirement, which is enabled during their UP career through our compensation and benefit programs, particularly contributions to 401(k) plans and the employee stock purchase plan (ESPP).

Our Board of Directors evaluates our non-union compensation plans and reviews recommendations from the Compensation and Benefits Committee, while collective bargaining agreements govern compensation for our union employees. The median annual compensation for all employees employed as of December 31, 2023, was $108,244 (excluding the CEO).

Talent is critical - our ability to recruit and retain employees is directly tied to our railroad's fluidity. Without team members to dispatch, operate trains, and maintain our infrastructure, our network struggles to provide customers efficient, reliable service. We are focused on effectively managing workforce levels to the demands of the business and improving quality of life for our employees. Therefore, we continue to hire to backfill attrition and handle growth as needed.

Railroad Security – Our security efforts consist of a wide variety of measures, including employee training, engagement with our customers, training of emergency responders, and partnerships with numerous federal, state, and local government agencies. While federal law requires us to protect the confidentiality of our security plans designed to safeguard against terrorism and other security incidents, the following provides a general overview of our security initiatives.

UPRR Security Measures – We maintain a comprehensive security plan designed to both deter and respond to any potential or actual threats as they arise. The plan includes four levels of alert status, each with its own set of countermeasures. We employ our own police force, consisting of commissioned and highly-trained officers. The police are certified state law enforcement officers with investigative and arrest powers. The Union Pacific Police Department has achieved accreditation under the Commission on Accreditation for Law Enforcement Agencies, Inc. (CALEA) for complying with the highest law enforcement standards. Our employees undergo recurrent security and preparedness training as well as federally mandated hazardous materials and security training. We regularly review the sufficiency of our employee training programs. We maintain the capability to move critical operations to back-up facilities in different locations.

We operate an emergency response management center 24 hours a day. The center receives reports of emergencies, dangerous or potentially dangerous conditions, and other safety and security issues from our employees, the public, law enforcement, and other government officials. In cooperation with government officials, we monitor both threats and public events, and, as necessary, we may alter rail traffic flow at times of concern to minimize risk to communities and our operations. We comply with the hazardous materials routing rules and other requirements imposed by federal law. We design our operating plan to expedite the movement of hazardous material shipments to minimize the time rail cars remain idle at yards and terminals located in or near major population centers. Additionally, in compliance with Transportation Security Administration (TSA) regulations, we deployed information systems and instructed employees in tracking and documenting the handoff of Rail Security Sensitive Materials with customers and interchange partners.

We established a number of our own innovative safety and security-oriented initiatives ranging from various investments in technology to The Officer on Train program, which provides local law enforcement officers with the opportunity to ride with train crews to enhance their understanding of railroad operations and risks. Our staff of information security professionals continually assess cybersecurity risks and implement mitigation programs that evolve with the changing technology threat environment. To date, we have not experienced any material disruption of our operations due to a cyber threat or incident directed at us.

Cooperation with Federal, State, and Local Government Agencies – We work closely on physical and cybersecurity initiatives with government agencies, including the U.S. Department of Transportation (DOT); the Federal Bureau of Investigation (FBI); the Department of Homeland Security (DHS), along with its Cybersecurity and Infrastructure Security Agency (CISA) and the TSA; as well as local police departments, fire departments, and other first responders.

Based on guidance from the TSA, starting from January 1, 2022, we were obligated to report cyber incidents to CISA. Additionally, we appointed cybersecurity coordinators, conducted a self-assessment of our cyber vulnerabilities, and put in place a plan to respond to cyber incidents. We are currently awaiting approval of our security plan before progressing with the establishment of a cybersecurity assessment plan, which will describe how the Company proactively and regularly evaluates the effectiveness of our cybersecurity measures as well as identify and address any weaknesses in our devices, networks, and systems.

In conjunction with the Association of American Railroads (AAR), we sponsor Ask Rail, a mobile application that provides first responders with secure links to electronic information, including commodity and emergency response information required by emergency personnel to respond to accidents and other situations. We also participate in the National Joint Terrorism Task Force, a multi-agency effort established by the U.S. Department of Justice and the Federal Bureau of Investigation to combat and prevent terrorism.

We work with the Coast Guard, U.S. Customs and Border Protection (CBP), and the Military Transport Management Command, which monitor shipments entering the UPRR rail network at U.S. border crossings and ports. We were the first railroad in the U.S. to be named a partner in CBP's Customs-Trade Partnership Against Terrorism, a partnership designed to develop, enhance, and maintain effective security processes throughout the global supply chain.

Cooperation with Customers and Trade Associations – Through TransCAER (Transportation Community Awareness and Emergency Response), we work with the AAR, the American Chemistry Council, the American Petroleum Institute, and other chemical trade groups to provide communities with preparedness tools, including the training of emergency responders. In cooperation with the FRA and other interested groups, we are also working to develop additional improvements to tank car design that will further limit the risk of releases of hazardous materials.

Sustainable Future – Union Pacific believes it is important that we act as environmental stewards, reducing greenhouse gas (GHG) emissions and supporting the transition to a more sustainable future. While we work to further reduce our environmental footprint, it is important to note that railroads already are one of the most fuel-efficient means of transportation. Freight rail leads other forms of surface transportation when it comes to minimizing GHG emissions, and we expect rail will continue to play a critical role in mitigating and abating the impacts of climate change. According to the AAR, moving freight by rail instead of truck reduces GHG emissions by up to 75%. Therefore, converting freight transportation from truck to rail typically results in an immediate reduction in our customers' scope 3 GHG emissions.

Competition – see "*We Face Competition from Other Railroads and Other Transportation Providers*" in the Risk Factors in Item 1A of this report.

Key Suppliers – see "*We Are Dependent on Certain Key Suppliers of Locomotives and Rail*" in the Risk Factors in Item 1A of this report.

Available Information – Our Internet website is www.up.com. We make available free of charge on our website (under the "Investors" caption link) our Annual Reports on Form 10-K; our Quarterly Reports on Form 10-Q; our current reports on Form 8-K; our proxy statements; Forms 3, 4, and 5, filed on behalf of our directors and certain executive officers; and amendments to such reports filed or furnished pursuant to the Securities Exchange Act of 1934, as amended (the Exchange Act). We provide these reports and statements as soon as reasonably practicable after such material is electronically filed with, or furnished to, the SEC. We also make available on our website previously filed SEC reports and exhibits via a link to EDGAR on the SEC's Internet site at www.sec.gov. Additionally, our corporate governance materials, including By-Laws, Board Committee charters, governance guidelines and policies, and codes of conduct and ethics for directors, officers, and employees are available on our website. From time to time, the corporate governance materials on our website may be updated as necessary to comply with rules issued by the SEC and the NYSE or as desirable to promote the effective and efficient governance of our Company. Any security holder wishing to receive, without charge, a copy of any of our SEC filings or corporate governance materials should send a written request to: Secretary, Union Pacific Corporation, 1400 Douglas Street, Omaha, NE 68179.

References to our website address, in this report, including references in Management's Discussion and Analysis of Financial Condition and Results of Operations, Item 7, are provided as a convenience and do not constitute, and should not be deemed, an incorporation by reference of the information contained on, or available through, the website. Therefore, such information should not be considered part of this report.

GOVERNMENTAL AND ENVIRONMENTAL REGULATION

Governmental Regulation – Our operations are subject to a variety of federal, state, and local regulations, generally applicable to all businesses. (See also the discussion of certain regulatory proceedings in Legal Proceedings, Item 3.)

The operations of the Railroad are subject to the regulations of the FRA and other federal and state agencies as well as the regulatory jurisdiction of the Surface Transportation Board (STB). The STB has jurisdiction over rates charged on certain regulated rail traffic; common carrier service of regulated traffic; freight car compensation; transfer, extension, or abandonment of rail lines; and acquisition of control of rail common carriers. The STB continues its efforts to explore expanding rail regulation and is reviewing proposed rulemaking in various areas, including reciprocal switching and commodity exemptions, and has finalized rules creating new procedures for smaller rate complaints that are being reviewed in appellate courts. The STB also continues to explore changes to the methodology for determining railroad revenue adequacy, the possible uses of revenue adequacy in regulating railroad rates, and ways to regulate service, including by use of emergency service orders. The STB posts quarterly reports on rate reasonableness cases, maintains a database on service complaints, and has the authority to initiate investigations, among other things.

DOT, the Occupational Safety and Health Administration, the Pipeline and Hazardous Materials Safety Administration, and DHS, along with other federal agencies, have jurisdiction over certain aspects of safety, movement of hazardous materials and hazardous waste, emissions requirements, and equipment standards. Additionally, various state and local agencies have jurisdiction over disposal of hazardous waste and seek to regulate movement of hazardous materials in ways not preempted by federal law.

Environmental Regulation – We are subject to extensive federal and state environmental statutes and regulations pertaining to public health and the environment. The statutes and regulations are administered and monitored by the Environmental Protection Agency (EPA) and by various state environmental agencies, such as the California Air Resources Board (CARB) and the Texas Commission on Environmental Quality (TCEQ), among others. The primary laws affecting our operations are the Resource Conservation and Recovery Act, regulating the management and disposal of solid and hazardous wastes; the Comprehensive Environmental Response, Compensation, and Liability Act, regulating the cleanup of contaminated properties; the Clean Air Act, regulating air emissions; and the Clean Water Act, regulating wastewater discharges.

Information concerning environmental claims and contingencies and estimated remediation costs is set forth in Management's Discussion and Analysis of Financial Condition and Results of Operations - Critical Accounting Estimates - Environmental, Item 7, and Note 17 to the Financial Statements and Supplementary Data, Item 8.

Item 1A. Risk Factors

The following discussion addresses significant factors, events, and uncertainties that make an investment in our securities risky and provides important information for the understanding of our "forward-looking statements," which are discussed immediately preceding Item 7A of this Form 10-K and elsewhere. The risk factors set forth in this Item 1A should be read in conjunction with the rest of the information included in this report, including Management's Discussion and Analysis of Financial Condition and Results of Operations, Item 7, and Financial Statements and Supplementary Data, Item 8.

We urge you to consider carefully the factors described below and the risks that they present for our operations as well as the risks addressed in other reports and materials that we file with the SEC and the other information included or incorporated by reference in this Form 10-K. When the factors, events, and contingencies described below or elsewhere in this Form 10-K materialize, our business, reputation, financial condition, results of operations, cash flows, or prospects can be materially adversely affected. In such case, the trading price of our common stock could decline and you could lose part or all of your investment. Additional risks and uncertainties not currently known to us or that we currently deem immaterial may also materially adversely affect our business, reputation, financial condition, results of operations, cash flows, and prospects.

Strategic and Operational Risks

We Must Manage Fluctuating Demand for Our Services and Network Capacity – Significant reductions in demand for rail services with respect to one or more commodities or changes in consumer preferences that affect the businesses of our customers can lead to increased costs associated with resizing our operations, including higher unit operating costs and costs for the storage of locomotives, rail cars, and other equipment; workforce adjustments; and other related activities, which could have a material adverse effect on our results of operations, financial condition, and liquidity. If there is significant demand for our services that exceeds the designed capacity of our network or shifts in traffic flow that are contrary to the designed capacity of our network, we may experience network difficulties, including congestion and reduced velocity, that could compromise the level of service we provide to our customers. This level of demand also may compound the impact of weather and weather-related events on our operations and velocity. Although we continue to work to improve our transportation plan, add capacity, improve operations at our yards and other facilities, and improve our ability to address surges in demand for any reason by carrying a resource buffer, we cannot be sure that these measures will fully or adequately address any service shortcomings resulting from demand exceeding our planned capacity. We may experience other operational or service difficulties related to network capacity, dramatic and unplanned fluctuations in our customers' demand for rail service with respect to one or more commodities or operating regions, or other events that could negatively impact our operational efficiency, which could all have a material adverse effect on our results of operations, financial condition, and liquidity.

We Transport Hazardous Materials – We transport certain hazardous materials and other materials, including crude oil, ethanol, and toxic inhalation hazard (TIH) materials, such as chlorine, that pose certain risks in the event of a release or combustion. Additionally, U.S. laws impose common carrier obligations on railroads that require us to transport certain hazardous materials regardless of risk or potential exposure to loss. A rail accident or other incident or accident on our network, at our facilities, or at the facilities of our customers involving the release or combustion of hazardous materials could involve significant costs and claims for personal injury, property damage, and environmental penalties and remediation in excess of our insurance coverage for these risks, which could have a material adverse effect on our results of operations, financial condition, and liquidity.

We Rely on Technology and Technology Improvements in Our Business Operations – We rely on information technology in all aspects of our business, including technology systems operated by us or under control of third-parties. If we do not have sufficient capital or do not deploy sufficient capital in a timely manner to acquire, develop, or implement new technology or maintain or upgrade current systems, such as Positive Train Control (PTC) or the latest version of our transportation control systems, we may suffer a rail service outage or competitive disadvantage within the rail industry and with companies providing other modes of transportation service, which could have a material adverse effect on our results of operations, financial condition, and liquidity.

We Are Subject to Cybersecurity Risks – We rely on information technology in all aspects of our business, including technology systems operated by us (whether created by us or purchased), under control of third-parties, and open-source software. Although we devote significant resources to protect our technology systems and proprietary data, we have experienced and will likely continue to experience varying degrees of cyber incidents in the normal course of business. There can be no assurance that the systems we have designed to identify, prevent, or limit the effects of cyber incidents will be sufficient to prevent or detect such incidents, or to avoid a material adverse impact on our systems after such incidents do occur. Furthermore, due to the rising numbers and increasing sophistication of cyber-attacks, an increasingly complex information technology supply chain, and the nature of zero-day exploits, we may be unable to anticipate or implement adequate measures to prevent a security breach, including by ransomware or as a result of human error or other cyber-attack methods, from materially affecting our systems or the systems of third-parties upon which we rely. A cyber incident that results in significant service interruption; safety failure; other operational difficulties; unauthorized access to (or the loss of access to) competitively sensitive, confidential, or other critical data or systems; loss of customers; financial losses; regulatory fines; reputational harm; or misuse or corruption of critical data and proprietary information, could have a material adverse impact on our results of operations, financial condition, and liquidity. We may experience security breaches that could remain undetected for an extended period and, therefore, have a greater impact on us. Additionally, we may be exposed to increased cybersecurity risk because we are a component of the critical U.S. infrastructure.

Severe Weather Could Result in Significant Business Interruptions and Expenditures – As a railroad with a vast network, we are exposed to severe weather conditions and other natural phenomena, including earthquakes, hurricanes, fires, floods, mudslides or landslides, extreme temperatures, avalanches, and significant precipitation, and climate change may cause or contribute to the severity or frequency of such weather conditions. Line outages and other interruptions caused by these conditions has in the past and can in the future adversely affect parts or all of our entire rail network, potentially negatively affecting revenues, costs, and liabilities, despite efforts we undertake to plan for these events. Our revenues can also be adversely affected by severe weather that causes damage and disruptions to our customers. These impacts caused by severe weather could have a material adverse effect on our results of operations, financial condition, and liquidity.

A Significant Portion of Our Revenues Involves Transportation of Commodities to and from International Markets – Although revenues from our operations are attributable to transportation services provided in the U.S., a significant portion of our revenues involves the transportation of commodities to and from international markets, including Mexico, Canada, and Southeast Asia, by various carriers and, at times, various modes of transportation. Significant and sustained interruptions of trade with Mexico, Canada, or countries in Southeast Asia, including China, could adversely affect customers and other entities that, directly or indirectly, purchase or rely on rail transportation services in the U.S. as part of their operations, and any such interruptions, including international armed conflicts such as the Russia-Ukraine and Israel-Hamas wars, could have a material adverse effect on our results of operations, financial condition, and liquidity. Any one or more of the following could cause a significant and sustained interruption of trade with Mexico, Canada, or countries in Southeast Asia: (a) a deterioration of security for international trade and businesses; (b) the adverse impact of new laws, rules, and regulations or the interpretation of laws, rules, and regulations by government entities, courts, or regulatory bodies, including the United States-Mexico-Canada Agreement (USMCA) or other international trade agreements; (c) actions of taxing authorities that affect our customers doing business in foreign countries; (d) any significant adverse economic developments, such as extended periods of high inflation, material disruptions in the banking sector or in the capital markets of these foreign countries, and significant changes in the valuation of the currencies of these foreign countries that could materially affect the cost or value of imports or exports; (e) shifts in patterns of international trade that adversely affect import and export markets; (f) a material reduction in foreign direct investment in these countries; and (g) public health crises, including the outbreak of pandemic or contagious disease, such as the coronavirus and its variant strains (COVID).

We Are Dependent on Certain Key Suppliers of Locomotives and Rail – Due to the capital-intensive nature and sophistication of locomotive equipment, parts, and maintenance, potential new suppliers face high barriers to entry. Therefore, if one of the domestic suppliers of locomotives discontinues manufacturing locomotives, supplying parts, or providing maintenance for any reason, including bankruptcy or insolvency or the inability to manufacture locomotives that meet efficiency or regulatory emissions standards, we could experience significant cost increases and reduced availability of the locomotives that are necessary for our operations. Additionally, we utilize a limited number of steel producers that meet our specifications. Rail is critical to our operations for rail replacement programs, maintenance, and for adding additional network capacity, new rail and storage yards, and expansions of existing facilities. This industry similarly has high barriers to entry, and if one of these suppliers discontinues operations for any reason, including bankruptcy or insolvency, we could experience both significant cost increases for rail purchases and difficulty obtaining sufficient rail for maintenance and other projects. Changes to trade agreements or policies that result in increased tariffs on goods imported into the United States could also result in significant cost increases for rail purchases and difficulty obtaining sufficient rail.

Workforce Risks

Strikes or Work Stoppages Could Adversely Affect Our Operations – The U.S. Class I railroads are party to collective bargaining agreements with various labor unions. The majority of our employees belong to labor unions and are subject to these agreements. Disputes over the terms of these agreements or our potential inability to negotiate acceptable contracts with these unions can lead to, among other things, strikes, work stoppages, slowdowns, or lockouts, which could cause a significant disruption of our operations and have a material adverse effect on our results of operations, financial condition, and liquidity. Additionally, future national labor agreements, or renegotiation of labor agreements or provisions of labor agreements, could compromise our service reliability or significantly increase our costs for health care, wages, and other benefits, which could have a material adverse impact on our results of operations, financial condition, and liquidity. Labor disputes, work stoppages, slowdowns, or lockouts at loading/unloading facilities, ports, or other transport access points could compromise our service reliability and have a material adverse impact on our results of operations, financial condition, and liquidity. Labor disputes, work stoppages, slowdowns, or lockouts by employees of our customers or our suppliers could compromise our service reliability and have a material adverse impact on our results of operations, financial condition, and liquidity.

The Availability of Qualified Personnel Could Adversely Affect Our Operations – Changes in demographics, training requirements, and pandemic illnesses or restrictions could negatively affect the availability of qualified personnel for us, our customers, and throughout the supply chain. Our ability to quickly react to other factors that affect our ability to attract and retain employees may be restricted due to limited flexibility to make unilateral changes to collective bargaining agreements, which cover the majority of our workforce. Unpredictable increases in demand for rail services and a lack of network fluidity may exacerbate our risks, which could have a negative impact on our operational efficiency and otherwise have a material adverse effect on our results of operations, financial condition, and liquidity.

Legal and Regulatory Risks

We Are Subject to Significant Governmental Regulation – We are subject to governmental regulation by a significant number of federal, state, and local authorities covering a variety of health, safety, labor, environmental, economic (as discussed below), tax, and other matters. Many laws and regulations require us to obtain and maintain various licenses, permits, and other authorizations, and we cannot guarantee that we will continue to be able to do so. Our failure to comply with applicable laws and regulations could have a material adverse effect on us. Governments or regulators may change the legislative or regulatory frameworks that we operate in without providing us any recourse to address any adverse effects on our business, including, without limitation, regulatory determinations or rules regarding dispute resolution, increasing the amount of our traffic subject to common carrier regulation, business relationships with other railroads, use of embargoes, calculation of our cost of capital or other inputs relevant to computing our revenue adequacy, the prices we charge, changes in tax rates, enactment of new tax laws, and revision in tax regulations. Significant legislative activity in Congress or regulatory activity by the STB could expand regulation of railroad operations and pricing for rail services, which could reduce capital spending on our rail network, facilities, and equipment, and have a material adverse effect on our results of operations, financial condition, and liquidity.

We May Be Subject to Various Claims and Lawsuits That Could Result in Significant Expenditures – As a railroad with operations in densely populated urban areas and a vast rail network, we are exposed to the potential for various claims and litigation related to labor and employment, personal injury, property damage, environmental liability, and other matters. Any material changes to litigation trends or a catastrophic rail accident or series of accidents involving any or all of property damage, personal injury, and environmental liability that exceed our insurance coverage for such risks could have a material adverse effect on our results of operations, financial condition, and liquidity. In addition, some of these matters could impact the cost of obtaining, or availability in general, of insurance coverage meant to cover these types of risks.

We Are Subject to Significant Environmental Laws and Regulations – Due to the nature of the railroad business, our operations are subject to extensive federal, state, and local environmental laws and regulations concerning, among other things, emissions to the air; discharges to waters; handling, storage, transportation, and disposal of waste and other materials; and hazardous material or petroleum releases. We generate and transport hazardous and non-hazardous waste in our operations. Environmental liability can extend to previously owned or operated properties, leased properties, properties owned by third-parties, as well as properties we currently own. Environmental liabilities have arisen and may also arise from claims asserted by adjacent landowners or other third-parties in toxic tort litigation. We have been and may be subject to allegations or findings that we have violated, or are strictly liable under, these laws or regulations. We currently have certain obligations at existing sites for investigation, remediation, and monitoring, and we likely will have obligations at other sites in the future. We maintain adequate reserves for liabilities for these obligations, but fluctuations of potential costs affect our estimates based on our experience and, as necessary, the advice and assistance of our consultants. However, actual costs may vary from our estimates due to any or all of several factors, including changes to environmental laws or interpretations of such laws, technological changes affecting investigations and remediation, the participation and financial viability of other parties responsible for any such liability, and the corrective action or change to corrective actions required to remediate any existing or future sites. We could incur significant costs as a result of any of the foregoing, and we may be required to incur significant expenses to investigate and remediate known, unknown, or future environmental contamination, which could have a material adverse effect on our results of operations, financial condition, and liquidity.

Macroeconomic and Industry Risks

We Face Competition from Other Railroads and Other Transportation Providers – We face competition from other railroads, motor carriers, ships, barges, and pipelines. Our main railroad competitor is Burlington Northern Santa Fe LLC. Its primary subsidiary, BNSF Railway Company (BNSF), operates parallel routes in many of our main traffic corridors. In addition, we operate in corridors served by other railroads and motor carriers. Motor carrier competition exists in all three of our commodity groups. Because of the proximity of our routes to major inland and Gulf Coast waterways, barges can be particularly competitive, especially for grain and bulk commodities in certain areas where we operate. In addition to price competition, we face competition with respect to transit times, quality, and reliability of service from motor carriers and other railroads. Motor carriers in particular can have an advantage over railroads with respect to transit times and timeliness of service. However, railroads are much more fuel-efficient than trucks, which reduces the impact of transporting goods on the environment and public infrastructure, and we have been making efforts to convert truck traffic to rail. Additionally, we must build or acquire and maintain our rail system, while trucks, barges, and maritime operators are able to use public rights-of-way maintained by public entities. Any of the following could also affect the competitiveness of our transportation services for some or all of our commodities, which could have a material adverse effect on our results of operations, financial condition, and liquidity: (a) improvements or expenditures materially increasing the quality or reducing the costs of these alternative modes of transportation, such as autonomous or more fuel efficient trucks, (b) legislation that eliminates or significantly increases the size or weight limitations applied to motor carriers, or (c) legislation or regulatory changes that impose operating restrictions on railroads or that adversely affect the profitability of some or all railroad traffic. Many movements face product or geographic competition where our customers can use different products (e.g., natural gas instead of coal, sorghum instead of corn) or commodities from different locations (e.g., grain from states or countries that we do not serve, crude oil from different regions). Sourcing different commodities or different locations allows shippers to substitute different carriers and such competition may reduce our volume or constrain prices. Additionally, any future consolidation of the rail industry could materially affect our competitive environment.

We May Be Affected by Climate Change and Market or Regulatory Responses to Climate Change – Climate change, including the impact of global warming and transition risks involving policy, legal risks, and market risks, could have a material adverse effect on our results of operations, financial condition, and liquidity over both a long-term and near-term basis. Restrictions, caps, taxes, or other controls on emissions of GHGs, including diesel exhaust, could significantly increase our operating costs. Restrictions on emissions could also affect our customers that (a) use commodities that we carry to produce energy, (b) use significant amounts of energy in producing or delivering the commodities we carry, or (c) manufacture or produce goods that consume significant amounts of energy or burn fossil fuels, including chemical producers, farmers and food producers, and automakers and other manufacturers. Significant cost increases, government regulation, or changes of consumer preferences for goods or services relating to alternative sources of energy, emissions reductions, and GHG emissions could materially affect the markets for the commodities we carry and demand for our services, which in turn could have a material adverse effect on our results of operations, financial condition, and liquidity. Government incentives encouraging the use of alternative sources of energy also could affect certain of our customers and the markets for certain of the commodities we carry in an unpredictable manner that could alter our traffic patterns, including, for example, increasing royalties charged to producers of PRB coal by the U.S. Department of Interior and the impacts of ethanol incentives on farming and ethanol producers. We could face increased costs related to defending and resolving legal claims and other litigation or complying with laws or regulations related to climate change and the alleged impact of our operations on climate change. Violent weather caused by climate change, including hurricanes, fires, floods, extreme temperatures, avalanches, and significant precipitation has in the past and could in the future cause line outages and other interruptions to our infrastructure. Any of these factors, individually or in operation with one or more of the other factors, or other unpredictable impacts of climate change could reduce the amount of traffic we handle and have a material adverse effect on our results of operations, financial condition, and liquidity. Our efforts to achieve emission reduction targets could significantly increase our operational costs and capital expenditures. In addition, stakeholder expectations regarding some of these matters may be evolving and there may be differing views among stakeholders, which could harm our reputation or increase our costs.

Our Business, Financial Condition, and Results of Operations have been Adversely Affected, and in the Future, Could be Materially Adversely Affected by Pandemics or Other Public Health Crises – Pandemics, epidemics, and other outbreaks of disease can have significant and widespread impacts. As we saw during the peaks of the COVID pandemic, outbreaks of disease can cause a global slowdown of economic activity (including the decrease in demand for a broad variety of goods), disruptions in global supply chains, and significant volatility and disruption of financial markets, resulting further in adverse effects on workforces, customers, and regional and local economies. The impact of pandemics or public health crises on our results of operations and financial condition may depend on numerous evolving factors, including, but not limited to: governmental, business, and individuals' actions that have been and continue to be taken in response to a global pandemic or other public health crises (including restrictions on travel and transport, workforce pressures, social distancing, and shelter-in-place orders); the effect of a pandemic or other public health crises on economic activity and actions taken in response; the effect on our customers and their demand for our services; the effect of a pandemic or other public health crises on the credit-worthiness of our customers; national or global supply chain challenges or disruption; facility closures; commodity cost volatility; general macroeconomic uncertainty in key global markets and financial market volatility; global economic conditions and levels of economic growth; and the pace of recovery as the pandemic subsides as well as response to a potential reoccurrence. Further, a pandemic or other public health crises, and the volatile regional and global economic conditions stemming from such an event, could also precipitate and aggravate the other risk factors that we identify, which could materially adversely affect our business, financial condition, results of operations (including revenues and profitability), and/or stock price. Additionally, a pandemic or other public health crises also may affect our operating and financial results in a manner that is not presently known to us or that we currently do not consider to present significant risks to our operations.

Financial Risks

We Are Affected By Fluctuating Fuel Prices – Fuel costs constitute a significant portion of our transportation expenses. Diesel fuel prices can be subject to dramatic fluctuations, and significant price increases could have a material adverse effect on our operating results. Although we currently are able to recover a significant amount of our fuel expenses from our customers through revenues from fuel surcharges, we cannot be certain that we will always be able to mitigate rising or elevated fuel costs through our fuel surcharges. Additionally, future market conditions or legislative or regulatory activities could adversely affect our ability to apply fuel surcharges or adequately recover increased fuel costs through fuel surcharges. As fuel prices fluctuate, our fuel surcharge programs trail such fluctuations in fuel prices by approximately two months, and may be a significant source of quarter-over-quarter and year-over-year volatility, particularly in periods of rapidly changing prices. International, political, and economic factors, events and conditions, including international armed conflicts such as the Russia-Ukraine and Israel-Hamas wars, affect the volatility of fuel prices and supplies. Weather can also affect fuel supplies and limit domestic refining capacity. A severe shortage of, or disruption to, domestic fuel supplies could have a material adverse effect on our results of operations, financial condition, and liquidity. Alternatively, lower fuel prices could have a positive impact on the economy by increasing consumer discretionary spending that potentially could increase demand for various consumer products we transport. However, lower fuel prices could have a negative impact on other commodities we transport, such as coal and domestic drilling-related shipments, which could have a material adverse effect on our results of operations, financial condition, and liquidity.

We Rely on Capital Markets – Due to the significant capital expenditures required to operate and maintain a safe and efficient railroad, we rely on the capital markets to provide some of our capital requirements. We utilize long-term debt instruments, bank financing, and commercial paper, and we pledge certain amount of our receivables as collateral for credit. Significant instability or disruptions of the capital markets, including, among other things, elevated interest rates in the credit markets and/or changes in interest rates, or deterioration of our financial condition due to internal or external factors could restrict or prohibit our access to, and significantly increase the cost of, commercial paper and other financing sources, including bank credit facilities and the issuance of long-term debt, including corporate bonds. A significant deterioration of our financial condition could result in a reduction of our credit rating to below investment grade, which could restrict us from utilizing our current receivables securitization facility (Receivables Facility). This may also limit our access to external sources of capital and significantly increase the costs of short and long-term debt financing.

General Risk Factors

We Are Affected by General Economic Conditions – Prolonged, severe adverse domestic and global macroeconomic conditions or disruptions of financial and credit markets, including, for example, the recessionary fears, inflationary pressures, and elevated interest rates we are seeing in the current economic environment, may affect the producers and consumers of the commodities we carry and may have a material adverse effect on our access to liquidity, results of operations, and financial condition.

We May Be Affected by Acts of Terrorism, War, or Risk of War – Our rail lines, facilities, and equipment, including rail cars carrying hazardous materials, could be direct targets or indirect casualties of terrorist attacks. Terrorist attacks, or other similar events, any government response thereto, and war or risk of war may adversely affect our results of operations, financial condition, and liquidity. In addition, insurance premiums for some or all of our current coverages could increase dramatically, or certain coverages may not be available to us in the future.

Item 1B. Unresolved Staff Comments

None.

Item 1C. Cybersecurity

Risk Management and Strategy

The Company is subject to cybersecurity threats that could have a material adverse impact on our results of operations, financial condition, and liquidity. See also our discussion in the Risk Factors in Item 1A of this report. As a component of our Company-wide enterprise risk management framework, we implemented a cybersecurity program whose objective is to assess, identify, and manage risks from cybersecurity threats that may result in adverse effects on the confidentiality, integrity, and availability of the electronic information systems that we own. We regularly perform internal security assessments, engage third-party consultants to conduct external security assessments, and participate in, conduct, and/or administer exercises, drills, and recovery tests as part of this program. We also maintain training programs and policies and procedures designed to safeguard employee handling and use of data, internet usage, controlled access measures, and physical protections. We consult with industry groups, monitor threat intelligence reports, and communicate with various government agencies in an effort to stay up-to-date on changes in the cybersecurity threat landscape. This program, in addition to addressing our own information systems, is also designed to oversee, identify, and reduce the potential impact of a security incident at a third-party service provider or that otherwise impacts third-party technology and systems we use.

Internal Cybersecurity Team

The Company's internal information security organization (Internal Cybersecurity Team), led by our Executive Vice President and Chief Information Officer (CIO) as well as the Assistant Vice President and Chief Information Security Officer (CISO), is responsible for coordinating all aspects of the Company's electronic information security systems, including prevention, detection, mitigation, and remediation of cybersecurity incidents, as well as implementing, monitoring, and maintaining our enterprise-wide security strategy, standards, architecture, policies, and processes. Our CIO reports directly to our Chief Executive Officer, our CISO reports to our CIO, and reporting to our CISO are our Deputy Chief Information Security Officer (Deputy CISO) and other experienced information security personnel responsible for various parts of our business. In addition to our internal cybersecurity capabilities, we also periodically engage assessors, consultants, auditors, and other third parties to assist with assessing, identifying, and managing cybersecurity risks. When the Company learns of a cybersecurity incident at a third-party service provider, the Company's respective department contacts maintain communication with the third-party service provider and communicate any cybersecurity incidents to the CISO.

Security Policy and Requirements

As part of the Company's Crisis Management Plan, the Company's cybersecurity Incident Response Plan (the IRP) provides a framework for responding to cybersecurity incidents. The IRP sets out a coordinated approach to discovering, investigating, containing, tracking, mitigating, and remediating cybersecurity incidents, including a framework for elevating and reporting findings and keeping senior management and other key stakeholders informed and involved, based on assessments regarding the scope or significance of incidents. The IRP applies to the Company's extended computing environment, including electronic information resources that are owned or used by the Company and are routinely relied on to support our operations.

The Internal Cybersecurity Team has robust processes and redundancies in place designed with the objective of deterring, detecting, mitigating, and responding to potential cybersecurity threats, which includes a vulnerability assessment, prioritization, and remediation program. The Internal Cybersecurity Team also performs regular system penetration testing to validate our security controls and assess our infrastructure and applications. All management employees take mandatory periodic security awareness training on the Company's data security policies and procedures, which is supplemented by Company-wide testing initiatives, including periodic phishing tests. Additionally, in 2023, our Board of Directors and certain management employees participated in a tabletop exercise to simulate a response to a cybersecurity incident, and our Internal Cybersecurity Team incorporated the findings from this exercise into our processes.

Our information security program is designed to align our defenses and resources to identify, assess, and address more likely and more damaging cyber events, to provide support for our organizational mission and operational objectives, and to position us to deter, detect, mitigate, and respond to a wide variety of potential attacks in a timely fashion. Our information security program employs quantitative and qualitative approaches to evaluate the effectiveness of controls and assess the resiliency of critical computing resources. This data is combined with knowledge of common attack techniques to assess the likelihood of components being compromised and assess potential financial implications under different scenarios. The results are used to help identify potentially material risks and provide insights which are taken into account when prioritizing our security initiatives.

Material Cybersecurity Risks, Threats, and Incidents

Due to the evolving nature of cybersecurity threats, it has and will continue to be difficult to prevent, detect, mitigate, and remediate cybersecurity incidents. While we are not aware of having experienced any material effects or reasonably likely material effects on our Company, its business strategy, results of operations, or financial condition resulting from cybersecurity threats or incidents to date, as a critical infrastructure provider, we may be a target of well-funded and sophisticated adverse actors. There can be no guarantee that we will not be the subject of future risks or incidents that have such an effect, or that we are not currently the subject of an undetected risk or incident that may have such an effect.

We also rely on information technology and third-party vendors to support our operations, including our secure processing of personal, confidential, sensitive, proprietary, and other types of information. Despite ongoing efforts to continue improvement of our and our vendors' ability to protect against cyber incidents, we may not be able to protect all of the information systems we use. Incidents may lead to reputational harm, revenue and client loss, legal actions, or statutory penalties, among other consequences. For a more detailed discussion of these risks, see our discussion in the Risk Factors in Item 1A of this report.

Governance

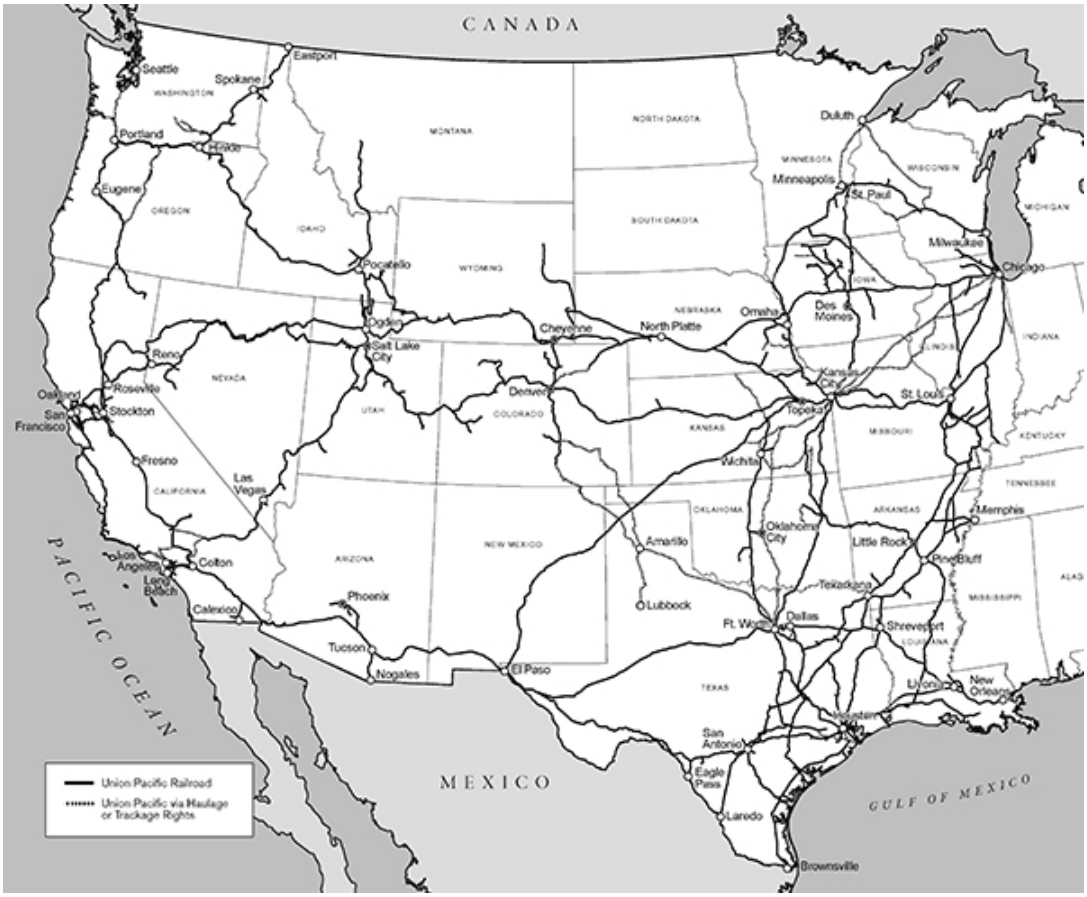
The Board of Directors has delegated primary oversight of the Company's cybersecurity risk to the Audit Committee, which receives updates on cybersecurity risks and incidents at each regularly scheduled Audit Committee meeting from the CIO, CISO, and other members of management, as needed. When making decisions regarding director appointments and committee assignments, the Board of Directors takes into consideration the cybersecurity experience of directors and director candidates and strives to maintain cybersecurity expertise on the Board of Directors and Audit Committee. We have protocols by which certain cybersecurity incidents are reported to the Audit Committee and Board of Directors.

At the management level, our CIO, CISO, and Deputy CISO, each of whom has extensive cybersecurity knowledge and skills gained from over 27 years, 28 years, and 19 years of relevant work experience, respectively, head the Internal Cybersecurity Team that is responsible for implementing and maintaining cybersecurity and data protection practices across our business, with our CIO reporting directly to our Chief Executive Officer. In 2023, our CIO was appointed to serve as a member of the U.S. Cybersecurity Advisory Committee (CSAC) of the Cybersecurity and Infrastructure Security Agency (CISA), which provides recommendations to CISA on a range of cybersecurity issues, including corporate cyber responsibility, technology product safety, and efforts to raise the baseline of cybersecurity practices for a variety of entities to enhance the United States' cyber defense. Our CISO and Deputy CISO receive reports on cybersecurity threats from a number of experienced information security professionals for various parts of our business on an ongoing basis and, in conjunction with other management personnel, regularly consult on risk management measures implemented by the Company to identify and mitigate data protection and cybersecurity risks.

In addition, our Risk and Compliance Committee (RCC) is responsible for oversight and support of the Company's Enterprise Risk Management and Compliance and Ethics programs and is comprised of the Executive Leadership Team and the Senior Vice President and Chief Accounting, Risk, and Compliance Officer (Compliance Officer). The RCC also created a subcommittee, the Enterprise Risk Management Committee (ERMC), who is charged with continually monitoring, evaluating, and managing enterprise risks. The ERMC includes the Compliance Officer, General Auditor, Vice President Law - Finance and Compliance, Vice President and Chief Safety Officer, CISO, and Assistant Vice President - Corporate Strategy. The RCC and ERMC both meet throughout the year and receive periodic updates on cybersecurity from the CISO and Deputy CISO.

Item 2. Properties

We employ a variety of assets in the management and operation of our rail business. Our rail network covers 23 states in the western two-thirds of the U.S.



TRACK

Our rail network includes 32,693 route miles. We own 26,110 miles and operate on the remainder pursuant to trackage rights or leases. The following table describes track miles:

As of December 31,	***2023***	*2022*
Route	**32,693**	32,534
Other main line	**7,117**	7,113
Passing lines and turnouts	**3,466**	3,454
Switching and classification yard lines	**8,852**	8,853
Total miles	**52,128**	51,954

HEADQUARTERS BUILDING

We own our headquarters building in Omaha, Nebraska. The facility has 1.2 million square feet of space that can accommodate approximately 4,000 employees.

HARRIMAN DISPATCHING CENTER

The Harriman Dispatching Center (HDC), located in Omaha, Nebraska, is our primary dispatching facility. It is linked to regional dispatching and locomotive management facilities at various locations along our network. HDC employees coordinate moves of locomotives and trains, manage traffic and train crews on our network, and coordinate interchanges with other railroads. Generally, around 500 employees work on-site in the facility. In the event of a disruption of operations at HDC due to a cyber-attack, flooding or severe weather, pandemic outbreak, or other event, we maintain the capability to conduct critical operations at back-up facilities in different locations.

RAIL FACILITIES

In addition to our track structure, we operate numerous facilities, including terminals for intermodal and other freight; rail yards for building trains (classification yards), switching, storage-in-transit (the temporary storage of customer goods in rail cars prior to shipment), and other activities; offices to administer and manage our operations; dispatching centers to direct traffic on our rail network; crew on duty locations for train crews along our network; and shops and other facilities for fueling, maintenance, and repair of locomotives and repair and maintenance of rail cars and other equipment. The following table includes the major yards and terminals on our system:

Major Classification Yards	*Major Intermodal Terminals*
North Platte, Nebraska	Joliet (Global 4), Illinois
Englewood (Houston), Texas	Global II (Chicago), Illinois
North Little Rock, Arkansas	East Los Angeles, California
Livonia, Louisiana	ICTF (Long Beach), California
Fort Worth, Texas	Mesquite, Texas
Roseville, California	Lathrop, California
Houston, Texas	City of Industry, California
West Colton, California	Salt Lake City, Utah

RAIL EQUIPMENT

Our equipment includes owned and leased locomotives and rail cars; heavy maintenance equipment and machinery; other equipment and tools in our shops, offices, and facilities; and vehicles for maintenance, transportation of crews, and other activities. As of December 31, 2023, we owned or leased the following units of equipment:

Locomotives	*Owned*	*Leased*	*Total*	*Average Age (yrs.)*
Multiple purpose	5,971	1,037	7,008	24.3
Switching	132	-	132	43.5
Other	14	-	14	51.2
Total locomotives	6,117	1,037	7,154	N/A

Freight cars	*Owned*	*Leased*	*Total*	*Average Age (yrs.)*
Covered hoppers	13,761	9,474	23,235	21.3
Open hoppers	4,846	775	5,621	36.4
Gondolas	6,396	4,492	10,888	23.1
Boxcars	3,389	7,572	10,961	32.7
Refrigerated cars	2,444	1,199	3,643	21.8
Flat cars	2,216	2,254	4,470	32.6
Other	-	371	371	35.2
Total freight cars	33,052	26,137	59,189	N/A

Highway revenue equipment	*Owned*	*Leased*	*Total*	*Average Age (yrs.)*
Containers	47,439	545	47,984	12.2
Chassis	30,635	17,705	48,340	13.2
Total highway revenue equipment	78,074	18,250	96,324	N/A

We continuously assess our need for equipment to run an efficient and reliable network. Many factors cause us to adjust the size of our active fleets, including changes in carload volume, weather events, seasonality, customer preferences, and operational efficiency initiatives. As some of these factors are difficult to assess or can change rapidly, we maintain a buffer to remain agile. Without the surge fleet, our ability to react quickly is hindered as equipment suppliers are limited and lead times to acquire equipment are long and may be in excess of a year. We believe our locomotive and freight car fleets are appropriately sized to meet our current and future business requirements. These fleets serve as the most reliable and efficient equipment to facilitate growth without additional acquisitions. Locomotive and freight car in service utilization percentages for the year ended December 31, 2023, were 69% and 74%, respectively.

CAPITAL EXPENDITURES

Our rail network requires significant annual capital investments for replacement, improvement, and expansion. These investments enhance safety, support the transportation needs of our customers, improve our operational efficiency, and support emission reduction initiatives. Additionally, we add new equipment to our fleet to replace older equipment and to support growth and customer demand.

2023 Capital Program – During 2023, our capital program totaled approximately $3.7 billion. (See the cash capital investments table in Management's Discussion and Analysis of Financial Condition and Results of Operations - Liquidity and Capital Resources, Item 7, of this report.)

2024 Capital Plan – In 2024, we expect our capital plan to be approximately $3.4 billion, down 8% from 2023. (See further discussion of our 2024 capital plan in Management's Discussion and Analysis of Financial Condition and Results of Operations - Liquidity and Capital Resources, Item 7, of this report.)

OTHER

Equipment Encumbrances – See Note 14 and 16 to the Financial Statements and Supplementary Data, Item 8.

Environmental Matters – Certain of our properties are subject to federal, state, and local laws and regulations governing the protection of the environment. (See discussion within this report of environmental issues in Business - Governmental and Environmental Regulation, Item 1; Management's Discussion and Analysis of Financial Condition and Results of Operations - Critical Accounting Estimates - Environmental, Item 7; and Note 17 to the Financial Statements and Supplementary Data, Item 8.)

Item 3. Legal Proceedings

From time to time, we are involved in legal proceedings, claims, and litigation that occur in connection with our business. We routinely assess our liabilities and contingencies in connection with these matters based upon the latest available information and, when necessary, we seek input from our third-party advisors when making these assessments. Consistent with SEC rules and requirements, we describe below material pending legal proceedings (other than ordinary routine litigation incidental to our business), material proceedings known to be contemplated by governmental authorities, other proceedings arising under federal, state, or local environmental laws and regulations (including governmental proceedings involving potential fines, penalties, or other monetary sanctions in excess of $1,000,000), and such other pending matters that we may determine to be appropriate.

ENVIRONMENTAL MATTERS

We receive notices from the EPA and state environmental agencies alleging that we are or may be liable under federal or state environmental laws for remediation costs at various sites throughout the U.S., including sites on the Superfund National Priorities List or state superfund lists. We cannot predict the ultimate impact of these proceedings and suits because of the number of potentially responsible parties involved, the degree of contamination by various wastes, the scarcity and quality of volumetric data related to many of the sites, and the speculative nature of remediation costs.

Information concerning environmental claims and contingencies and estimated remediation costs is set forth in this report in Management's Discussion and Analysis of Financial Condition and Results of Operations - Critical Accounting Estimates - Environmental, Item 7, and Note 17 to the Financial Statements and Supplementary Data, Item 8.

OTHER MATTERS

Antitrust Litigation – As we reported in our Quarterly Report on Form 10-Q for the quarter ended June 30, 2007, 20 rail shippers (many of whom were represented by the same law firms) filed virtually identical antitrust lawsuits in various federal district courts against us and four other Class I railroads in the U.S. Currently, UPRR and three other Class I railroads are the named defendants in the lawsuits. The original plaintiff filed the first of these claims in the U.S. District Court in New Jersey on May 14, 2007. These suits alleged that the named railroads engaged in price-fixing by establishing common fuel surcharges for certain rail traffic.

On August 16, 2019, the U.S. Court of Appeals for the District of Columbia Circuit (D.C. Circuit) affirmed the decision of U.S. District Court for the District of Columbia (U.S. District Court) denying class certification (the Certification Denial). Only five plaintiffs remain in this multidistrict litigation (MDL) originally filed in 2007, which remains pending. They are proceeding on a consolidated basis in the U.S. District Court before the Honorable Paul L. Friedman (MDL I). Since the Certification Denial, approximately 106 lawsuits are pending in federal court based on claims identical to those alleged in the class certification case. The Judicial Panel on Multidistrict Litigation consolidated these suits for pretrial proceedings in the U.S. District Court before the Honorable Beryl A. Howell (MDL II).

As we reported in our Current Report on Form 8-K, filed on June 10, 2011, the Railroad received a complaint filed in the U.S. District Court for the District of Columbia on June 7, 2011, by Oxbow Carbon & Minerals LLC and related entities (Oxbow). In 2019, Oxbow dismissed certain claims and the claims that remain are the same as the Plaintiffs' claims in MDL I.

We continue to deny the allegations that our fuel surcharge programs violate the antitrust laws or any other laws. We believe that these lawsuits are without merit, and we will vigorously defend our actions. Therefore, we currently believe that these matters will not have a material adverse effect on any of our results of operations, financial condition, and liquidity.

Item 4. Mine Safety Disclosures

Not applicable.

Information About Our Executive Officers and Principal Executive Officers of Our Subsidiaries

The Board of Directors typically elects and designates our executive officers on an annual basis at the board meeting held in conjunction with the Annual Meeting of Shareholders, and they hold office until their successors are elected. Executive officers also may be elected and designated throughout the year, as the Board of Directors considers appropriate. There are no family relationships among the officers, nor is there any arrangement or understanding between any officer and any other person pursuant to officer selection. The following table sets forth certain information current as of February 9, 2024, relating to the executive officers.

Name	*Position*	*Age*	*Business Experience During Past Five Years*
V. James Vena	Chief Executive Officer of UPC and the Railroad	65	[1]
Elizabeth F. Whited	President of UPC and the Railroad	58	[2]
Jennifer L. Hamann	Executive Vice President and Chief Financial Officer of UPC and the Railroad	56	[3]
Eric J. Gehringer	Executive Vice President - Operations of the Railroad	44	[4]
Rahul Jalali	Executive Vice President and Chief Information Officer of UPC and the Railroad	50	[5]
Craig V. Richardson	Executive Vice President, Chief Legal Officer, and Corporate Secretary of UPC and the Railroad	62	[6]
Kenny G. Rocker	Executive Vice President - Marketing and Sales of the Railroad	52	Current Position
Todd M. Rynaski	Senior Vice President and Chief Accounting, Risk, and Compliance Officer of UPC and the Railroad	53	[7]

[1] Mr. Vena was elected Chief Executive Officer of UPC and the Railroad effective August 14, 2023. He previously served as a Senior Advisor to the Chairman of UPC (January 2021 - June 2021) and Chief Operating Officer (January 2019 - December 2020).

[2] Ms. Whited was elected President of UPC and the Railroad effective August 14, 2023. Ms. Whited most recently served as Executive Vice President - Sustainability and Strategy of UPC and the Railroad (February 2022 - August 2023). She previously served as Executive Vice President and Chief Human Resources Officer (August 2018 - February 2022).

[3] Ms. Hamann was elected Executive Vice President and Chief Financial Officer of UPC and the Railroad effective January 1, 2020. She previously served as Senior Vice President - Finance (April 2019 - December 2019) and Vice President - Planning & Analysis (October 2017 - March 2019).

[4] Mr. Gehringer was elected Executive Vice President - Operations of the Railroad effective January 1, 2021. Mr. Gehringer previously served as Senior Vice President - Transportation (July 2020 - December 2020), Vice President - Mechanical and Engineering (January 2020 - July 2020), and Vice President - Engineering (March 2018 - January 2020).

[5] Mr. Jalali was elected Executive Vice President and Chief Information Officer of UPC and the Railroad effective June 1, 2023. Mr. Jalali most recently served as Senior Vice President and Chief Information Officer (November 2020 - May 2023).

[6] Mr. Richardson was elected Executive Vice President, Chief Legal Officer, and Corporate Secretary of UPC and the Railroad effective December 8, 2020. He most recently served as Interim Executive Vice President, Chief Legal Officer, and Corporate Secretary of UPC and the Railroad (September 2020 - November 2020) and Vice President - Commercial and Regulatory Law (July 2018 - August 2020).

[7] Mr. Rynaski was elected Senior Vice President and Chief Accounting, Risk, and Compliance Officer of UPC and the Railroad effective July 1, 2022. Mr. Rynaski previously served as Vice President and Controller (September 2015 - June 2022).

PART II

Item 5. Market for the Registrant's Common Equity, Related Stockholder Matters, and Issuer Purchases of Equity Securities

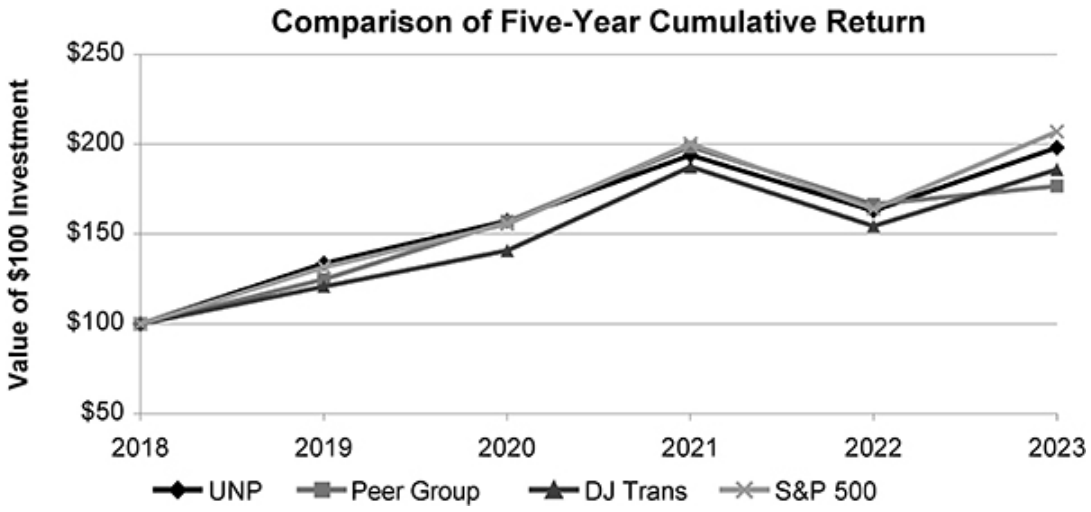
Our common stock is traded on the NYSE under the symbol "UNP".

At February 2, 2024, there were 609,777,914 shares of common stock outstanding and 27,949 common shareholders of record. On that date, the closing price of the common stock on the NYSE was $248.33. We paid dividends to our common shareholders during each of the past 124 years.

Comparison Over One- and Three-Year Periods – The following table presents the cumulative total shareholder returns, assuming reinvestment of dividends, over one- and three-year periods for the Corporation (UNP), a peer group index (comprised of CSX Corporation and Norfolk Southern Corporation), the Dow Jones Transportation Index (DJ Trans), and the Standard & Poor's 500 Stock Index (S&P 500).

Period	*UNP*	*Peer Group*	*DJ Trans*	*S&P 500*
1 Year (2023)	21.5%	6.9%	20.4%	26.3%
3 Year (2021 - 2023)	26.0%	12.9%	32.1%	33.0%

Five-Year Performance Comparison – The following graph provides an indicator of cumulative total shareholder returns for the Corporation as compared to the peer group index (described above), the DJ Trans, and the S&P 500. The graph assumes that $100 was invested in the common stock of Union Pacific Corporation and each index on December 31, 2018, and that all dividends were reinvested. The information below is historical in nature and is not necessarily indicative of future performance.



Purchases of Equity Securities – During 2023, we repurchased 3,657,484 shares of our common stock at an average price of $202.67. The following table presents common stock repurchases during each month for the fourth quarter of 2023:

Period	*Total Number of Shares Purchased [a]*	*Average Price Paid Per Share*	*Total Number of Shares Purchased as Part of a Publicly Announced Plan or Program*	*Maximum Number of Shares Remaining Under the Plan or Program [b]*
Oct. 1 through Oct. 31	166	$ 222.76	-	80,392,027
Nov. 1 through Nov. 30	3,069	219.57	-	80,392,027
Dec. 1 through Dec. 31	3,573	235.05	-	80,392,027
Total	6,808	$ 227.77	-	N/A

[a] Total number of shares purchased during the quarter includes approximately 6,808 shares delivered or attested to UPC by employees to pay stock option exercise prices, satisfy excess tax withholding obligations for stock option exercises or vesting of retention units, and pay withholding obligations for vesting of retention shares.

[b] Effective April 1, 2022, our Board of Directors authorized the repurchase of up to 100 million shares of our common stock by March 31, 2025, replacing our previous repurchase program. These repurchases may be made on the open market or through other transactions. Our management has sole discretion with respect to determining the timing and amount of these transactions.

Item 6. [Reserved]

Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations

The following discussion should be read in conjunction with the Consolidated Financial Statements and applicable notes to the Financial Statements and Supplementary Data, Item 8, and other information in this report, including Risk Factors set forth in Item 1A and Critical Accounting Estimates and Cautionary Information at the end of this Item 7. The following section generally discusses 2023 and 2022 items and year-to-year comparisons between 2023 and 2022. Discussions of 2021 items and year-to-year comparisons between 2022 and 2021 that are not included in this Form 10-K can be found in "Management's Discussion and Analysis of Financial Condition and Results of Operations" in Part II, Item 7, of the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2022.

The Railroad, along with its subsidiaries and rail affiliates, is our one reportable operating segment. Although we provide and analyze revenues by commodity group, we treat the financial results of the Railroad as one segment due to the integrated nature of our rail network.

EXECUTIVE SUMMARY

2023 Results

- **Safety** – We initiated changes to our safety program that focused on training, culture, and refreshing how teams communicate and look out for each other. An analysis of historical injury data identified a large portion of our reportable injuries involve a failure to comply with a small number of critical operating rules. These critical rules are the foundation of our new program that is being implemented. While our reportable personal injury incidents rate per 200,000 employee-hours deteriorated 4% from 2022, we improved in the latter part of the year.

  We continued to refine our proprietary software called Precision Train Builder to evaluate train and route characteristics to enable proactive intervention by our Operating Practices Command Center to prevent derailments. In addition, the software allows the team to simulate in-train forces to avoid train handling that would generate forces greater than tolerance limits. These efforts helped to drive our reportable derailment incident rate per million train miles down 6% year-over-year.

  Further supporting our efforts, in March, the AAR announced a set of key safety actions. These include the installation of additional hot wheel bearing wayside detectors and enhanced standards for how we proactively use and share critical data. In addition, the industry is expanding efforts in first responder training and deploying technology to provide real-time railcar condition monitoring.

- **Service** – Car trip plan compliance for both intermodal and manifest/automotive products improved compared to 2022. Throughout the year we improved network fluidity as reflected in faster freight car velocity and lower terminal dwell. We graduated over 1,900 train, engine, and yard employees to backfill attrition, cover absences resulting from recently negotiated sick leave benefits, and added employees in areas of critical need to address operational challenges and support our service product.

- **Operational Excellence** – The year began with weather disruptions across the network that impacted our operations. We deployed additional locomotives and aggressively hired train, engine, and yard employees to alleviate these operational challenges. Despite the challenges, we continued to focus on using our resources effectively and productively, which resulted in sequential improvement in many of our operating metrics.

- **Financial Results** – Soft consumer markets, inflationary pressures, new labor agreements, fluctuating fuel prices, operational issues, and first quarter weather disruptions negatively impacted our financial results. Operating income of $9.1 billion declined 8% from 2022, and operating ratio was 62.3%, deteriorating 2.2 points from 2022. Net income of $6.4 billion translated into earnings of $10.45 per diluted share, down 7% from 2022.

  Despite the challenging year, we generated $8.4 billion of cash provided by operating activities, yielded free cash flow of $1.5 billion after reductions of $3.7 billion for cash used in investing activities and $3.2 billion in dividends. Both cash provided by operating activities and free cash flow were lowered by $454 million of payments related to the 2022 one-time charge for agreements reached with our labor unions and the ratification charge for a crew staffing agreement reached in the second quarter of 2023.

Free cash flow is defined as cash provided by operating activities less cash used in investing activities and dividends paid. Free cash flow is not considered a financial measure under GAAP by SEC Regulation G and Item 10 of SEC Regulation S-K and may not be defined and calculated by other companies in the same manner. We believe free cash flow is important to management and investors in evaluating our financial performance and measures our ability to generate cash without additional external financing. Free cash flow should be considered in addition to, rather than as a substitute for, cash provided by operating activities. The following table reconciles cash provided by operating activities (GAAP measure) to free cash flow (non-GAAP measure):

Millions	***2023***	*2022*	*2021*
Cash provided by operating activities	**$ 8,379**	$ 9,362	$ 9,032
Cash used in investing activities	**(3,667)**	(3,471)	(2,709)
Dividends paid	**(3,173)**	(3,159)	(2,800)
Free cash flow	**$ 1,539**	$ 2,732	$ 3,523

2024 Outlook

- **Safety** – Our goal is to be an industry leader in safety. We plan to improve the safety culture through our Courage to Care program. Courage to Care is reflected in actions such as giving and receiving feedback on unsafe behavior, finding and eliminating risk, and improving the safety of the work environment, so that everyone returns home safely. An enhanced safety management program focused on the critical rules that most impact safety will be rolled out to all employees in 2024. In addition, train, engine, and yard employees will be expected to attend a full day safety training class to reinforce these critical rules. We will continue using a comprehensive safety management approach utilizing technology, hazard identification and risk assessments, employee engagement, training, quality control, and targeted capital investments. In addition, our Operating Practices Command Center will help position us to implement predictive technology to reduce variability by seeking to identify causes of mainline service interruptions and develop solutions in addition to assisting employees with understanding best practices for handling trains. We plan to utilize data to identify and mitigate exposure to risk, detect rail defects, improve or close crossings, and educate the public and law enforcement agencies about crossing safety through a combination of our own programs (including risk assessment strategies), industry programs, and local community activities across the network. Operating a safe railroad benefits all our stakeholders: employees, customers, shareholders, and the communities we serve, while protecting the environment for future generations.

- **Service** – We are committed to delivering the service we sold to our customers. As we meet with customers to agree on their specific needs and outcomes, we will measure ourselves against the best service we provided them over the past three years and use that as a guide for meeting their expectations. We will engage with customers to understand how we win together.

- **Operational Excellence** – To provide our customers with the service we sold, we must run a fluid network. Network fluidity enables us to effectively utilize all our resources and provides the capacity to respond in an ever-changing environment. We will continue to transform our railroad to further improve our service product, improve resource utilization, and lower our overall cost structure.

- **Business Volumes** – Macroeconomic uncertainties remain in 2024 that could have a material impact on our 2024 financial and operating results. Current forecasts for 2024 industrial production are flat versus 2023. In addition, other factors, such as changes in domestic and foreign monetary policy (including rising interest rates), may affect economic activity and demand for rail transportation; natural gas prices, weather conditions, and demand for other energy sources may impact the coal market; crude oil prices and spreads may drive demand for petroleum products and drilling materials; available truck capacity could impact our intermodal business; and international trade agreements could promote or hinder trade. Lower coal demand and some lost international intermodal business are expected to negatively impact volume. Fuel prices may continue to fluctuate in the current economic environment. As prices fluctuate, there will be a timing impact on earnings, as our fuel surcharge programs trail increases or decreases in fuel prices by approximately two months. Regardless of external factors, we will focus on operating a safe railroad and delivering the service we sold to our customers as well as effective asset utilization, cost control, and seeking new business opportunities.

RESULTS OF OPERATIONS

Operating Revenues

Millions	***2023***	*2022*	*2021*	***% Change 2023 v 2022***	*% Change 2022 v 2021*
Freight revenues	**$ 22,571**	$ 23,159	$ 20,244	**(3)%**	14%
Other subsidiary revenues	**872**	884	741	**(1)**	19
Accessorial revenues	**584**	779	752	**(25)**	4
Other	**92**	53	67	**74**	(21)
Total	**$ 24,119**	$ 24,875	$ 21,804	**(3)%**	14%

We generate freight revenues by transporting products from our three commodity groups. Freight revenues vary with volume (carloads) and average revenue per car (ARC). Changes in price, traffic mix, and fuel surcharges drive ARC. Customer incentives, which are primarily provided for shipping to/from specific locations or based on cumulative volumes, are recorded as a reduction to operating revenues. Customer incentives that include variable consideration based on cumulative volumes are estimated using the expected value method, which is based on available historical, current, and forecasted volumes, and recognized as the related performance obligation is satisfied. We recognize freight revenues over time as shipments move from origin to destination. The allocation of revenues between reporting periods is based on the relative transit time in each reporting period with expenses recognized as incurred.

Other subsidiary revenues (primarily logistics and commuter rail operations) are generally recognized over time as shipments move from origin to destination. The allocation of revenues between reporting periods is based on the relative transit time in each reporting period with expenses recognized as incurred. Accessorial revenues are recognized at a point in time as performance obligations are satisfied.

Freight revenues decreased 3% year-over-year to $22.6 billion driven by lower fuel surcharge revenues, negative mix of traffic (decreased lumber shipments and increased short haul rock shipments), and a 1% decrease in volume, partially offset by core pricing gains. Volume decreases were primarily driven by weaker demand for intermodal and coal shipments. These declines were partially offset by a domestic intermodal contract win, increased production and inventory replenishment in the automotive industry, growth in petroleum and LPG shipments, and strength in rock shipments.

Our fuel surcharge programs generated freight revenues of $3.0 billion and $3.7 billion in 2023 and 2022, respectively. Fuel surcharge revenues in 2023 decreased $0.7 billion due to a 15% decrease in fuel prices and lower volume, partially offset by the impact of fluctuating fuel prices (it can generally take up to two months for changing fuel prices to affect fuel surcharge recoveries).

In 2023, other subsidiary revenues decreased compared to 2022 primarily driven by weaker demand for intermodal shipments at our Loup subsidiary. Accessorial revenues decreased in 2023 compared to 2022 driven by decreased intermodal accessorial and container revenues due to lower volume and improvements in the global supply chain as reflected in better equipment cycle times. Other revenues increased year-over-year.

The following tables summarize the year-over-year changes in freight revenues, revenue carloads, and ARC by commodity type:

Freight Revenues				***% Change***	*% Change*
Millions	***2023***	*2022*	*2021*	***2023 v 2022***	*2022 v 2021*
Grain & grain products	**$ 3,644**	$ 3,598	$ 3,181	**1 %**	13 %
Fertilizer	**757**	712	697	**6**	2
Food & refrigerated	**1,041**	1,093	998	**(5)**	10
Coal & renewables	**1,916**	2,134	1,780	**(10)**	20
Bulk	**7,358**	7,537	6,656	**(2)**	13
Industrial chemicals & plastics	**2,176**	2,158	1,943	**1**	11
Metals & minerals	**2,194**	2,196	1,811	**-**	21
Forest products	**1,347**	1,465	1,357	**(8)**	8
Energy & specialized markets	**2,521**	2,386	2,212	**6**	8
Industrial	**8,238**	8,205	7,323	**-**	12
Automotive	**2,421**	2,257	1,761	**7**	28
Intermodal	**4,554**	5,160	4,504	**(12)**	15
Premium	**6,975**	7,417	6,265	**(6)**	18
Total	**$ 22,571**	$ 23,159	$ 20,244	**(3)%**	14%

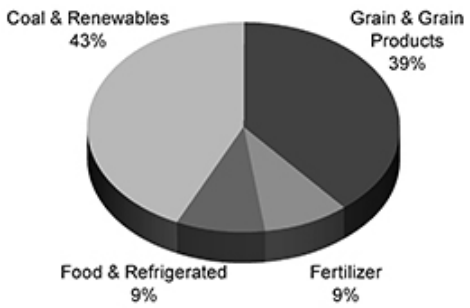
Revenue Carloads				***% Change***	*% Change*
Thousands	***2023***	*2022*	*2021*	***2023 v 2022***	*2022 v 2021*
Grain & grain products	**798**	798	805	**-%**	(1)%
Fertilizer	**191**	190	201	**1**	(5)
Food & refrigerated	**175**	187	189	**(6)**	(1)
Coal & renewables	**867**	885	819	**(2)**	8
Bulk	**2,031**	2,060	2,014	**(1)**	2
Industrial chemicals & plastics	**645**	637	606	**1**	5
Metals & minerals	**793**	785	697	**1**	13
Forest products	**213**	241	250	**(12)**	(4)
Energy & specialized markets	**582**	552	559	**5**	(1)
Industrial	**2,233**	2,215	2,112	**1**	5
Automotive	**820**	778	701	**5**	11
Intermodal [a]	**3,028**	3,116	3,211	**(3)**	(3)
Premium	**3,848**	3,894	3,912	**(1)**	-
Total	**8,112**	8,169	8,038	**(1)%**	2%

Average Revenue per Car				***% Change***	*% Change*
	2023	*2022*	*2021*	***2023 v 2022***	*2022 v 2021*
Grain & grain products	**$ 4,567**	$ 4,509	$ 3,953	**1%**	14%
Fertilizer	**3,962**	3,749	3,470	**6**	8
Food & refrigerated	**5,929**	5,844	5,279	**1**	11
Coal & renewables	**2,211**	2,410	2,173	**(8)**	11
Bulk	**3,623**	3,658	3,305	**(1)**	11
Industrial chemicals & plastics	**3,374**	3,388	3,207	**-**	6
Metals & minerals	**2,765**	2,797	2,598	**(1)**	8
Forest products	**6,310**	6,092	5,424	**4**	12
Energy & specialized markets	**4,335**	4,320	3,956	**-**	9
Industrial	**3,689**	3,704	3,467	**-**	7
Automotive	**2,955**	2,902	2,511	**2**	16
Intermodal [a]	**1,504**	1,656	1,403	**(9)**	18
Premium	**1,813**	1,905	1,601	**(5)**	19
Average	**$ 2,782**	$ 2,835	$ 2,519	**(2)%**	13%

[a] For intermodal shipments, each container or trailer equals one carload.

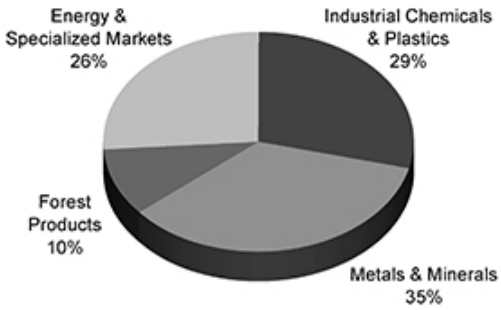
Bulk – Bulk includes shipments of grain and grain products, fertilizer, food and refrigerated, and coal and renewables. Freight revenues from bulk shipments decreased in 2023 compared to 2022 due to lower fuel surcharge revenues, lower volume, and negative mix from fewer food and refrigerated shipments, partially offset by core pricing gains. Volume declined 1% compared to 2022 driven by reduced use of coal in electricity generation because of low natural gas prices and mild winter weather in the second half of the year. Volume for coal and renewables and food and refrigerated shipments were negatively impacted by outages and service challenges due to repeated snow events in Wyoming and flooding in California in the first quarter of 2023.

2023 Bulk Carloads



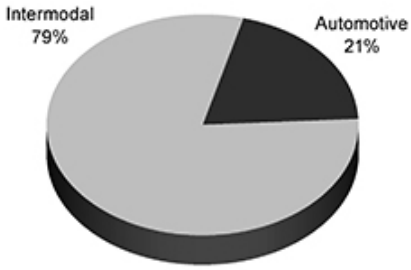
Industrial – Industrial includes shipments of industrial chemicals and plastics, metals and minerals, forest products, and energy and specialized markets. Freight revenues from industrial shipments increased slightly in 2023 versus 2022 due to core pricing gains and volume increases, offset by negative mix of traffic, driven by increased short haul rock shipments and decreased lumber shipments, and lower fuel surcharge revenues. Volume increased 1% compared to 2022. The growth was driven by petroleum and LPG shipments and metals and minerals due to strong demand for rock. Partially offsetting that growth were decreases in forest products due to the softening housing market and fewer shipments of brown paper as demand for non-durable goods declined.

2023 Industrial Carloads



Premium – Premium includes shipments of finished automobiles, automotive parts, and merchandise in intermodal containers, both domestic and international. Freight revenues from premium shipments decreased driven by lower fuel surcharges and volume declines, partially offset by core pricing gains. Intermodal shipments declined 3% compared to 2022 as high inventories and inflationary pressures impacted consumer demand, partially offset by a domestic contract win. Despite the negative effects of the United Auto Workers strike, automotive shipments increased 5% compared to 2022 driven by increased production as dealers replenished inventories.

2023 Premium Carloads



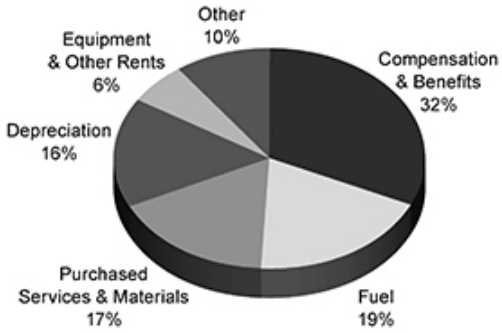
Mexico Business – Each of our commodity groups includes revenues from shipments to and from Mexico. Revenues from Mexico shipments were $2.8 billion in 2023, up 2% compared to 2022, driven by a 4% volume increase, partially offset by a 2% decrease in average revenue per car due to lower fuel surcharge revenues. The volume increase was driven by higher intermodal and automotive shipments, partially offset by fewer beer shipments. The closure of the Eagle Pass and El Paso border crossings in the fourth quarter had a slightly negative impact on the overall results.

Operating Expenses

Millions	***2023***	*2022*	*2021*	***% Change 2023 v 2022***	*% Change 2022 v 2021*
Compensation and benefits	**$ 4,818**	$ 4,645	$ 4,158	**4%**	12%
Fuel	**2,891**	3,439	2,049	**(16)**	68
Purchased services and materials	**2,616**	2,442	2,016	**7**	21
Depreciation	**2,318**	2,246	2,208	**3**	2
Equipment and other rents	**947**	898	859	**5**	5
Other	**1,447**	1,288	1,176	**12**	10
Total	**$ 15,037**	$ 14,958	$ 12,466	**1%**	20%

Operating expenses increased $79 million, or 1%, in 2023 compared to 2022 driven by inflation; operational challenges in the first half of the year, including additional costs related to weather; increased workforce levels, including the impact of increased sick leave benefits provided to our craft professionals; higher casualty costs; and the ratification charge for a crew staffing agreement reached in the second quarter of 2023, partially offset by lower fuel prices, a one-time charge in 2022 for agreements reached with our labor unions, and volume related costs.

2023 Operating Expenses



Compensation and Benefits – Compensation and benefits include wages, payroll taxes, health and welfare costs, pension costs, and incentive costs. In 2023, expenses increased 4% compared to 2022. The employee level increase of 3% includes a 4% increase in train, engine, and yard employees to backfill attrition, cover absences resulting from recent negotiated sick leave benefits, and add employees in areas of critical need to address operational challenges and support our service product. The wage growth, costs for training, and the ratification charge for a crew staffing agreement reached in the second quarter of 2023, partially offset by the 2022 one-time charge for agreements reached with our labor unions, lower incentive compensation, and lower volume drove the increase in compensation and benefits for 2023 compared to 2022.

Fuel – Fuel includes locomotive fuel and gasoline for highway and non-highway vehicles and heavy equipment. Fuel expense decreased compared to 2022 due to a decrease in locomotive diesel fuel prices, which averaged $3.09 per gallon (including taxes and transportation costs) in 2023 compared to $3.65 per gallon in 2022, resulting in a $0.5 billion decrease in expense (excluding any impact from decreased volume year-over-year), and a 1% decrease in gross ton-miles, partially offset by a 1% deterioration to the fuel consumption rate in 2023 (computed as gallons of fuel consumed divided by gross ton-miles).

Purchased Services and Materials – Expense for purchased services and materials includes the costs of services purchased from outside contractors and other service providers (including equipment maintenance and contract expenses incurred by our subsidiaries for external transportation services); materials used to maintain the Railroad's lines, structures, and equipment; costs of operating facilities jointly used by UPRR and other railroads; transportation and lodging for train crew employees; trucking and contracting costs for intermodal containers; leased automobile maintenance expenses; and tools and supplies. Purchased services and materials increased 7% in 2023 compared to 2022 driven by higher locomotive maintenance expenses due to inflation, increased locomotive overhauls, and a larger active fleet in the first half of 2023 to assist in recovering the network, partially offset by decreased volume-related drayage costs incurred at one of our subsidiaries.

Depreciation – The majority of depreciation relates to road property, including rail, ties, ballast, and other track material. Depreciation expense was up 3% in 2023 compared to 2022 due to a higher depreciable asset base.

Equipment and Other Rents – Equipment and other rents expense primarily includes rental expense that the Railroad pays for freight cars owned by other railroads or private companies; freight car, intermodal, and locomotive leases; and office and other rent expenses, offset by equity income from certain equity method investments. Equipment and other rents expense increased 5% compared to 2022 due to lower equity income and inflation, partially offset by greater network fluidity and lower volume.

Other – Other expenses include state and local taxes; freight, equipment, and property damage; utilities; insurance; personal injury; environmental; employee travel; telephone and cellular; computer software; bad debt; and other general expenses. Other expenses increased 12% in 2023 compared to 2022 driven by casualty expenses, including higher personal injury expense, environmental remediation, and damaged freight, and one-time write-offs.

Non-Operating Items

Millions	***2023***	*2022*	*2021*	***% Change 2023 v 2022***	*% Change 2022 v 2021*
Other income, net	**$ 491**	$ 426	$ 297	**15%**	43%
Interest expense	**(1,340)**	(1,271)	(1,157)	**5**	10
Income tax expense	**$ (1,854)**	$ (2,074)	$ (1,955)	**(11)%**	6%

Other Income, net – Other income increased in 2023 compared to 2022 driven by a one-time $107 million real estate transaction, partially offset by lower gains from real estate sales. Real estate sales in 2022 included a $79 million gain from a land sale to the Illinois State Toll Highway Authority and a $35 million gain from a land sale to the Colorado Department of Transportation. See Note 6 to the Financial Statements and Supplementary Data, Item 8, for additional detail.

Interest Expense – Interest expense increased in 2023 compared to 2022 due to an increased weighted-average debt level of $33.2 billion in 2023 from $32.1 billion in 2022. The effective interest rate was 4.0% in both periods.

Income Tax Expense – Income tax expense decreased in 2023 compared to 2022 due to lower pre-tax income and deferred tax expense reductions. In 2023, the states of Nebraska, Iowa, Kansas, and Arkansas enacted legislation to reduce their corporate income tax rates for future years resulting in a $114 million reduction of our deferred tax expense. 2022 income tax expense included reductions of $95 million in deferred tax expense from Nebraska, Iowa, Arkansas, and Idaho reducing their corporate income tax rates. Our effective tax rates for 2023 and 2022 were 22.5% and 22.9%, respectively.

OTHER OPERATING/PERFORMANCE AND FINANCIAL STATISTICS

We report a number of key performance measures weekly to the STB. We provide this data on our website at www.up.com/investor/aar-stb_reports/index.htm.

Operating/Performance Statistics

Management continuously monitors these key operating metrics to evaluate our operational efficiency and help us deliver the service product we sold to our customers.

Railroad performance measures are included in the table below:

	2023	2022	2021	**% Change 2023 v 2022**	% Change 2022 v 2021
Gross ton-miles (GTMs) (billions)	**837.5**	843.4	817.9	**(1)**	3%
Revenue ton-miles (billions)	**413.3**	420.8	411.3	**(2)**	2
Freight car velocity (daily miles per car) [a]	**204**	191	203	**7**	(6)
Average train speed (miles per hour) [a]	**24.2**	23.8	24.6	**2**	(3)
Average terminal dwell time (hours) [a]	**23.4**	24.4	23.7	**(4)**	3
Locomotive productivity (GTMs per horsepower day)	**129**	125	133	**3**	(6)
Train length (feet)	**9,356**	9,329	9,334	**-**	-
Intermodal car trip plan compliance (%) [b]	**78**	67	73	**11 pts**	(6) pts
Manifest/Automotive car trip plan compliance (%) [b]	**65**	59	63	**6 pts**	(4) pts
Workforce productivity (car miles per employee)	**1,000**	1,036	1,038	**(3)**	-
Total employees (average)	**31,490**	30,717	29,905	**3**	3
Operating ratio (%)	**62.3**	60.1	57.2	**2.2 pts**	2.9 pts

[a] As reported to the STB.
[b] Methodology used to report (described below) is not comparable with the reporting to the STB under docket number EP 770.

Gross and Revenue Ton-Miles – Gross ton-miles are calculated by multiplying the weight of loaded and empty freight cars by the number of miles hauled. Revenue ton-miles are calculated by multiplying the weight of freight by the number of tariff miles. In 2023, gross ton-miles and revenue ton-miles decreased 1% and 2%, respectively, compared to 2022, driven by a 1% decrease in carloadings. Changes in commodity mix drove the variance in year-over-year decreases between gross ton-miles, revenue ton-miles, and carloads.

Freight Car Velocity – Freight car velocity measures the average daily miles per car on our network. The two key drivers of this metric are the speed of the train between terminals (average train speed) and the time a rail car spends at the terminals (average terminal dwell time). Freight car velocity, average train speed, and average terminal dwell improved compared to 2022 as last year we experienced congestion across our system. These metrics were negatively impacted by operational challenges caused by weather in the first quarter of 2023 and train crew shortages in some locations in the first half of the year, but as network fluidity improved throughout 2023, freight car velocity increased sequentially.

Locomotive Productivity – Locomotive productivity is gross ton-miles per average daily locomotive horsepower. Locomotive productivity improved 3% in 2023 compared to 2022 driven by improved network fluidity in the second half of 2023. As a result of the improved fluidity, we stored locomotives in the second half of the year, reducing our active fleet size 11% since the end of the second quarter of 2023. These improvements more than offset increased average active fleet size in the first half of 2023 as resources were deployed to alleviate operational challenges and weather disruptions.

Train Length – Train length is the average maximum train length on a route measured in feet. Our train length increased slightly compared to 2022 as initiative to drive train length improvements in the second half of the year more than offset the declines in intermodal shipments, which generally move on longer trains.

Car Trip Plan Compliance – Car trip plan compliance is the percentage of cars delivered on time in accordance with our original trip plan. Our network trip plan compliance is broken into the intermodal and manifest/automotive products. Intermodal car trip plan compliance and manifest/automotive car trip plan compliance improved in 2023 compared to 2022 driven by improved network fluidity, as evidenced by faster freight car velocity.

Workforce Productivity – Workforce productivity is average daily car miles per employee. Workforce productivity declined 3% in 2023 as average daily car miles decreased slightly and employees increased compared to 2022. The 3% increase in employee levels was driven by an increase in craft professionals as we aggressively hired train, engine, and yard employees to backfill attrition, cover absences resulting from recently negotiated sick leave benefits, and add employees in areas of critical need to address operational challenges and support our service product.

Operating Ratio – Operating ratio is our operating expenses reflected as a percentage of operating revenues. Our operating ratio of 62.3% deteriorated 2.2 points compared to 2022 driven by inflation, excess network costs, the ratification charge for a crew staffing agreement reached in the second quarter of 2023, increased casualty costs, and other cost increases, partially offset by core pricing gains, the 2022 one-time charge for the labor agreements reached with our labor unions, and the year-over-year lag impact from lower fuel prices.

Return on Average Common Shareholders' Equity

Millions, Except Percentages	***2023***	*2022*	*2021*
Net income	**$ 6,379**	$ 6,998	$ 6,523
Average equity	**$ 13,476**	$ 13,162	$ 15,560
Return on average common shareholders' equity	**47.3%**	53.2%	41.9%

Return on Invested Capital as Adjusted (ROIC)

Millions, Except Percentages	***2023***	*2022*	*2021*
Net income	**$ 6,379**	$ 6,998	$ 6,523
Interest expense	**1,340**	1,271	1,157
Interest on average operating lease liabilities	**58**	56	54
Taxes on interest	**(315)**	(304)	(280)
Net operating profit after taxes as adjusted	**$ 7,462**	$ 8,021	$ 7,454
Average equity	**$ 13,476**	$ 13,162	$ 15,560
Average debt	**32,953**	31,528	28,229
Average operating lease liabilities	**1,616**	1,695	1,682
Average invested capital as adjusted	**$ 48,045**	$ 46,385	$ 45,471
Return on invested capital as adjusted	**15.5%**	17.3%	16.4%

ROIC is considered a non-GAAP financial measure by SEC Regulation G and Item 10 of SEC Regulation S-K and may not be defined and calculated by other companies in the same manner. We believe this measure is important to management and investors in evaluating the efficiency and effectiveness of our long-term capital investments. In addition, we currently use ROIC as a performance criterion in determining certain elements of equity compensation for our executives. ROIC should be considered in addition to, rather than as a substitute for, other information provided in accordance with GAAP. The most comparable GAAP measure is return on average common shareholders' equity. The tables above provide a reconciliation from return on average common shareholders' equity to ROIC. At December 31, 2023, 2022, and 2021, the incremental borrowing rate on operating leases was 3.6%, 3.3%, and 3.2%, respectively.

Debt / Net Income

Millions, Except Ratios	***2023***	*2022*	*2021*
Debt	**$ 32,579**	$ 33,326	$ 29,729
Net income	**$ 6,379**	$ 6,998	$ 6,523
Debt / net income	**5.1**	4.8	4.6

Adjusted Debt / Adjusted EBITDA

Millions, Except Ratios	***2023***	*2022*	*2021*
Net income	**$ 6,379**	$ 6,998	$ 6,523
Add:			
Income tax expense	**1,854**	2,074	1,955
Depreciation	**2,318**	2,246	2,208
Interest expense	**1,340**	1,271	1,157
EBITDA	**$ 11,891**	$ 12,589	$ 11,843
Adjustments:			
Other income, net	**(491)**	(426)	(297)
Interest on operating lease liabilities	**58**	54	56
Adjusted EBITDA	**$ 11,458**	$ 12,217	$ 11,602
Debt	**$ 32,579**	$ 33,326	$ 29,729
Operating lease liabilities	**1,600**	1,631	1,759
Adjusted debt	**$ 34,179**	$ 34,957	$ 31,488
Adjusted debt / adjusted EBITDA	**3.0**	2.9	2.7

Adjusted debt (total debt plus operating lease liabilities plus after-tax unfunded pension and OPEB (other post retirement benefit) obligations) to adjusted EBITDA (earnings before interest, taxes, depreciation, amortization, and adjustments for other income and interest on present value of operating leases) is considered a non-GAAP financial measure by SEC Regulation G and Item 10 of SEC Regulation S-K and may not be defined and calculated by other companies in the same manner. We believe this measure is important to management and investors in evaluating the Company's ability to sustain given debt levels (including leases) with the cash generated from operations. In addition, a comparable measure is used by rating agencies when reviewing the Company's credit rating. Adjusted debt to adjusted EBITDA should be considered in addition to, rather than as a substitute for, other information provided in accordance with GAAP. The most comparable GAAP measure is debt to net income ratio. The tables above provide reconciliations from net income to adjusted EBITDA, debt to adjusted debt, and debt to net income to adjusted debt to adjusted EBITDA. At December 31, 2023, 2022, and 2021, the incremental borrowing rate on operating leases was 3.6%, 3.3%, and 3.2%, respectively. Pension and OPEB were funded at December 31, 2023, 2022, and 2021.

LIQUIDITY AND CAPITAL RESOURCES

We are continually evaluating our financial condition and liquidity. We analyze a wide range of economic scenarios and the impact on our ability to generate cash. These analyses inform our liquidity plans and activities outlined below and indicate we have sufficient borrowing capacity to sustain an extended period of lower volumes.

At both December 31, 2023 and 2022, we had a working capital deficit due to upcoming debt maturities. It is not unusual for us to have a working capital deficit, and we believe it is not an indication of a lack of liquidity. We generate strong cash from operations and also maintain adequate resources, including our credit facility and, when necessary, access the capital markets to meet foreseeable cash requirements.

During 2023, we generated $8.4 billion of cash provided by operating activities, issued $1.0 billion of long-term debt, paid $3.2 billion in dividends, and repurchased shares totaling $0.7 billion. We have been, and we expect to continue to be, in compliance with our debt covenants.

Our principal sources of liquidity include cash and cash equivalents, our Receivables Facility, our revolving credit facility, as well as the availability of commercial paper and other sources of financing through the capital markets. On December 31, 2023, we had $1.1 billion of cash and cash equivalents, $2.0 billion of committed credit available under our revolving credit facility, and up to $800 million undrawn on the Receivables Facility. As of December 31, 2023, none of the revolving credit facility was drawn, and we did not draw on our revolving credit facility at any time during 2023. Our access to the Receivables Facility may be reduced or restricted if our bond ratings fall to certain levels below investment grade. If our bond rating were to deteriorate, it could have an adverse impact on our liquidity. Access to commercial paper as well as other capital market financing is dependent on market conditions. Deterioration of our operating results or financial condition due to internal or external factors could negatively impact our ability to access capital markets as a source of liquidity. Access to liquidity through the capital markets is also dependent on our financial stability. We expect that we will continue to have access to liquidity through any or all the following sources or activities: (a) increasing the utilization of our Receivables Facility, (b) issuing commercial paper, (c) entering into bank loans, outside of our revolving credit facility, or (iv) issuing bonds or other debt securities to public or private investors based on our assessment of the current condition of the credit markets. The Company's $2.0 billion revolving credit facility is intended to support the issuance of commercial paper by UPC and also serves as an additional source of liquidity to fund short-term needs. The Company currently does not intend to make any borrowings under this facility.

As described in the notes to the Consolidated Financial Statements and as referenced in the table below, we have contractual obligations that may affect our financial condition. Based on our assessment of the underlying provisions and circumstances of our contractual obligations, other than the risks that we and other similarly situated companies face with respect to the condition of the capital markets (as described in Item 1A of Part II of this report), as of the date of this filing, there is no known trend, demand, commitment, event, or uncertainty that is reasonably likely to occur that would have a material adverse effect on our consolidated results of operations, financial condition, or liquidity. In addition, our commercial obligations, financings, and commitments are customary transactions that are like those of other comparable corporations, particularly within the transportation industry.

The following table identifies material obligations as of December 31, 2023:

Contractual Obligations		*Payments Due by December 31,*					
Millions	*Total*	*2024*	*2025*	*2026*	*2027*	*2028*	*After 2028*
Debt [a]	$ 60,516	$ 2,610	$ 2,591	$ 2,617	$ 2,348	2,294	$ 48,056
Purchase obligations [b]	2,985	1,150	744	600	222	158	111
Operating leases [c]	1,768	361	375	296	237	199	300
Other post retirement benefits [d]	393	44	40	40	39	39	191
Finance lease obligations [e]	173	55	42	35	30	11	-
Total contractual obligations	$ 65,835	$ 4,220	$ 3,792	$ 3,588	$ 2,876	$ 2,701	$ 48,658

[a] Excludes finance lease obligations of $158 million as well as unamortized discount and deferred issuance costs of ($1,732) million. Includes an interest component of $26,363 million.
[b] Purchase obligations include locomotive maintenance contracts; purchase commitments for ties, ballast, and rail; and agreements to purchase other goods and services.
[c] Includes leases for locomotives, freight cars, other equipment, and real estate. Includes an interest component of $168 million.
[d] Includes estimated other post retirement, medical, and life insurance payments, and payments made under the unfunded pension plan for the next ten years.
[e] Represents total obligations, including interest component of $15 million.

Cash Flows			
Millions	***2023***	*2022*	*2021*
Cash provided by operating activities	**$ 8,379**	$ 9,362	$ 9,032
Cash used in investing activities	**(3,667)**	(3,471)	(2,709)
Cash used in financing activities	**(4,625)**	(5,887)	(7,158)
Net change in cash, cash equivalents, and restricted cash	**$ 87**	$ 4	$ (835)

Operating Activities

Cash provided by operating activities decreased in 2023 compared to 2022 due primarily to a decrease in net income and $454 million of payments related to the 2022 one-time charge for agreements reached with our labor unions and the ratification charge for a crew staffing agreement reached in the second quarter of 2023.

Cash flow conversion is defined as cash provided by operating activities less cash used in capital investments as a ratio of net income. Cash flow conversion rate is not considered a financial measure under GAAP by SEC Regulation G and Item 10 of SEC Regulation S-K and may not be defined and calculated by other companies in the same manner. We believe cash flow conversion rate is important to management and investors in evaluating our financial performance and measures our ability to generate cash without additional external financing. Cash flow conversion rate should be considered in addition to, rather than as a substitute for, cash provided by operating activities. The following table reconciles cash provided by operating activities (GAAP measure) to cash flow conversion rate (non-GAAP measure):

Millions,			
For the Year Ended December 31,	***2023***	*2022*	*2021*
Cash provided by operating activities	**$ 8,379**	$ 9,362	$ 9,032
Cash used in capital investments	**(3,606)**	(3,620)	(2,936)
Total (a)	**4,773**	5,742	6,096
Net income (b)	**$ 6,379**	$ 6,998	$ 6,523
Cash flow conversion rate (a/b)	**75%**	82%	93%

Investing Activities

Cash used in investing activities in 2023 increased compared to 2022 primarily driven by lower proceeds from asset sales within other investing activities net.

The following tables detail cash capital investments and track statistics for the years ended December 31:

Millions	***2023***	*2022*	*2021*
Ties	**$ 565**	$ 544	$ 443
Rail and other track material	**454**	437	507
Ballast	**194**	216	215
Other [a]	**691**	693	760
Total road infrastructure replacements	**1,904**	1,890	1,925
Line expansion and other capacity projects	**239**	276	284
Commercial facilities	**425**	308	243
Total capacity and commercial facilities	**664**	584	527
Locomotives and freight cars [b]	**728**	800	322
Technology and other	**310**	346	162
Total cash capital investments [c]	**$ 3,606**	$ 3,620	$ 2,936

[a] Other includes bridges and tunnels, signals, other road assets, and road work equipment.
[b] Locomotives and freight cars include early lease buyouts of $57 million, $70 million, and $34 million in 2023, 2022, and 2021, respectively.
[c] Weather-related damages for 2023, 2022, and 2021 are immaterial.

Capital Plan – In 2024, we expect our capital plan to be approximately $3.4 billion, down 8% from 2023. We plan to continue to make investments to support our growth strategy, harden our infrastructure, replace older assets, and improve the safety and resiliency of the network. In addition, the plan includes investments in growth-related projects to drive more carloads to the network, certain ramps to efficiently handle volumes from new and existing intermodal customers, continued modernization of our locomotive fleet, and projects intended to improve operational efficiency. The capital plan may be revised if business conditions warrant or if new laws or regulations affect our ability to generate sufficient returns on these investments.

Financing Activities

Cash used in financing activities decreased in 2023 compared to 2022 driven by a decrease in share repurchases, partially offset by less debt issued.

See Note 14 to the Financial Statements and Supplementary Data, Item 8, for a description of all our outstanding financing arrangements and significant new borrowings, and Note 18 to the Financial Statements and Supplementary Data, Item 8, for a description of our share repurchase programs.

OTHER MATTERS

Inflation – For capital-intensive companies, inflation significantly increases asset replacement costs for long-lived assets. As a result, assuming that we replace all operating assets at current price levels, depreciation charges (on an inflation-adjusted basis) would be substantially greater than historically reported amounts.

Sensitivity Analyses – The sensitivity analyses that follow illustrate the economic effect that hypothetical changes in interest and tax rates could have on our results of operations and financial condition. These hypothetical changes do not consider other factors that could impact actual results.

Interest Rates – At December 31, 2023, we did not have variable-rate debt.

Market risk for fixed-rate debt is estimated as the potential increase in fair value resulting from a hypothetical one percentage point decrease in interest rates as of December 31, 2023, and totals an increase of approximately $3.6 billion to the fair value of our debt at December 31, 2023. We estimated the fair values of our fixed-rate debt by considering the impact of the hypothetical interest rates on quoted market prices and current borrowing rates.

Tax Rates – Our deferred tax assets and liabilities are measured based on current tax law. Future tax legislation, such as a change in the federal corporate tax rate, could have a material impact on our financial condition, results of operations, or liquidity. For example, a future, permanent 1% increase in our federal income tax rate would increase our deferred tax liability by approximately $525 million. Similarly, a future, permanent 1% decrease in our federal income tax rate would decrease our deferred tax liability by approximately $525 million.

Accounting Pronouncements – See Note 3 to the Financial Statements and Supplementary Data, Item 8.

Asserted and Unasserted Claims – See Note 17 to the Financial Statements and Supplementary Data, Item 8.

Indemnities – See Note 17 to the Financial Statements and Supplementary Data, Item 8.

Climate Change – Climate change could have an adverse impact on our operations and financial performance (see Risk Factors under Item 1A of this report). We utilize climate scenario analyses to better understand climate-related risks and opportunities the Company may face in the future under a range of potential scenarios. We continue to refine our approach to understand climate-related risks and are taking an iterative approach in our business planning processes as risk factors, solutions, and technology develop. However, we are unable to predict the likelihood, manner, severity, or ultimate financial impact of actual future incidents as climate scenario analysis considers a range of potential outcomes.

We continue to take steps and explore opportunities to reduce our operational impact on the environment, including improving our operational fluidity to increase fuel efficiency, modernizing locomotives for improved reliability and fuel consumption, using renewable fuels, and exploring and testing low- and zero-emissions propulsion technologies. These initiatives are aligned with our Safety + Service & Operational Excellence = Growth strategy. (See further discussion in "Sustainable Future" in the Operations section in Item 1 of this report.)

CRITICAL ACCOUNTING ESTIMATES

Our Consolidated Financial Statements have been prepared in accordance with GAAP. The preparation of these financial statements requires estimation and judgment that affect the reported amounts of revenues, expenses, assets, and liabilities. We base our estimates on historical experience and on various other assumptions that we believe are reasonable under the circumstances. The results form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. The following critical accounting estimates are a subset of our significant accounting policies described in Note 2 to the Financial Statements and Supplementary Data, Item 8. These critical accounting estimates affect significant areas of our financial statements and involve judgment and estimates. If these estimates differ significantly from actual results, the impact on our Consolidated Financial Statements may be material.

Personal Injury – See Note 17 to the Financial Statements and Supplementary Data, Item 8, and "*We May Be Subject to Various Claims and Lawsuits That Could Result in Significant Expenditures"* in the Risk Factors, Item 1A.

Our personal injury liability is subject to uncertainty due to unasserted claims, timing and outcome of claims, and evolving trends in litigation. There were no material changes to the assumptions used in the latest actuarial analysis.

Our personal injury liability balance and claims activity was as follows:

	2023	*2022*	*2021*
Ending liability balance at December 31 (millions)	**$ 383**	$ 361	$ 325
Open claims, beginning balance	**2,036**	2,027	1,897
New claims	**3,008**	2,747	2,719
Settled or dismissed claims	**(3,173)**	(2,738)	(2,589)
Open claims, ending balance at December 31	**1,871**	2,036	2,027

Environmental Costs – See Note 17 to the Financial Statements and Supplementary Data, Item 8; "*We Are Subject to Significant Environmental Laws and Regulations"* in the Risk Factors, Item 1A; and Environmental Matters in the Legal Proceedings, Item 3.

Our environmental liability is subject to several factors such as type of remediation, nature and volume of contaminate, number and financial viability of other potentially responsible parties, as well as uncertainty due to unknown alleged contamination, evolving trends in remediation techniques and final remedies, and changes in laws and regulations.

Our environmental liability balance and site activity was as follows:

	2023	*2022*	*2021*
Ending liability balance at December 31 (millions)	**$ 245**	$ 253	$ 243
Open sites, beginning balance	**353**	376	373
New sites	**74**	69	105
Closed sites	**(94)**	(92)	(102)
Open sites, ending balance at December 31	**333**	353	376

Property and Depreciation – See Note 11 to the Financial Statements and Supplementary Data, Item 8.

Assets purchased or constructed throughout the year are capitalized if they meet applicable minimum units of property.

Estimated service lives of depreciable railroad property may vary over time due to changes in physical use, technology, asset strategies, and other factors that will have an impact on the retirement profiles of our assets. We are not aware of any specific factors that are reasonably likely to significantly change the estimated service lives of our assets. Actual use and retirement of our assets may vary from our current estimates, which would impact the amount of depreciation expense recognized in future periods.

Changes in estimated useful lives of our assets due to the results of our depreciation studies could significantly impact future periods' depreciation expense and have a material impact on our Consolidated Financial Statements. If the estimated useful lives of all depreciable assets were increased by one year, annual depreciation expense would decrease by approximately $71 million. If the estimated useful lives of all depreciable assets were decreased by one year, annual depreciation expense would increase by approximately $76 million. We are projecting an increase in our depreciation expense of approximately 3% to 4% in 2024 versus 2023. This is driven by an increase in our projected depreciable asset base.

During the last three fiscal years, no gains or losses were recognized due to the retirement of depreciable railroad properties.

Pension Plans – See Note 5 to the Financial Statements and Supplementary Data, Item 8.

The critical assumptions used to measure pension obligations and expenses are the discount rates and expected rate of return on pension assets.

We evaluate our critical assumptions at least annually, and selected assumptions are based on the following factors:

- We measure the service cost and interest cost components of our net periodic pension benefit/cost by using individual spot rates matched with separate cash flows for each future year. Discount rates are based on a Mercer yield curve of high-quality corporate bonds (rated AA by a recognized rating agency).
- Expected return on plan assets is based on our asset allocation mix and our historical return, taking into consideration current and expected market conditions.

The following tables present the key assumptions used to measure net periodic pension benefit/cost for 2024 and the estimated impact on 2024 net periodic pension benefit/cost relative to a change in those assumptions:

Assumptions	
Discount rate for benefit obligations	5.00%
Discount rate for interest on benefit obligations	4.90%
Discount rate for service cost	5.05%
Discount rate for interest on service cost	5.02%
Expected return on plan assets	5.25%

Sensitivities	*Increase in Expense*
Millions	*Pension*
0.25% decrease in discount rates	$ 1
0.25% decrease in expected return on plan assets	$ 12

The following table presents the net periodic pension benefit/cost for the years ended December 31:

Millions	*Est. 2024*	*2023*	*2022*	*2021*
Net periodic pension (benefit)/cost	$ (7)	$ -	$ 9	$ 85

CAUTIONARY INFORMATION

Certain statements in this report, and statements in other reports or information filed or to be filed with the SEC (as well as information included in oral statements or other written statements made or to be made by us), are, or will be, forward-looking statements as defined by the Securities Act of 1933 and the Securities Exchange Act of 1934. These forward-looking statements and information include, without limitation, statements in the CEO's letter preceding Part I; statements regarding planned capital expenditures under the caption "2024 Capital Plan" in Item 2 of Part I; and statements and information set forth under the captions "2024 Outlook"; "Liquidity and Capital Resources" in Item 7 of Part II regarding our capital plan, share repurchase programs, contractual obligations, "Pension Benefits", and "Other Matters" in this Item 7 of Part II. Forward-looking statements and information also include any other statements or information in this report (including information incorporated herein by reference) regarding: potential impacts of public health crises, including pandemics, epidemics, and the outbreak of other contagious disease, such as COVID; the Russia-Ukraine and Israel-Hamas wars and any impacts on our business operations, financial results, liquidity, and financial position, and on the world economy (including customers, employees, and supply chains), including as a result of fluctuations in volume and carloadings; closing of customer manufacturing, distribution or production facilities; expectations as to operational or service improvements; expectations as to hiring challenges; availability of employees; expectations regarding the effectiveness of steps taken or to be taken to improve operations, service, infrastructure improvements, and transportation plan modifications (including those discussed in response to increased traffic); expectations as to cost savings, revenue growth, and earnings; the time by which goals, targets, or objectives will be achieved; projections, predictions, expectations, estimates, or forecasts as to our business, financial, and operational results, future economic performance, and general economic conditions; proposed new products and services; estimates of costs relating to environmental remediation and restoration; estimates and expectations regarding tax matters; expectations that claims, litigation, environmental costs, commitments, contingent liabilities, labor negotiations or agreements, cyber-attacks or other matters will not have a material adverse effect on our consolidated results of operations, financial condition, or liquidity and any other similar expressions concerning matters that are not historical facts. Forward-looking statements may be identified by their use of forward-looking terminology, such as "believes," "expects," "may," "should," "would," "will," "intends," "plans," "estimates," "anticipates," "projects" and similar words, phrases, or expressions.

Forward-looking statements should not be read as a guarantee of future performance, results or outcomes, and will not necessarily be accurate indications of the times that, or by which, such performance, results or outcomes will be achieved. Forward-looking statements and information are subject to risks and uncertainties that could cause actual performance or results to differ materially from those expressed in the statements and information. Forward-looking statements and information reflect the good faith consideration by management of currently available information, and may be based on underlying assumptions believed to be reasonable under the circumstances. However, such information and assumptions (and, therefore, such forward-looking statements and information) are or may be subject to variables or unknown or unforeseeable events or circumstances that management has little or no influence or control, and many of these risks and uncertainties are currently amplified by and may continue to be amplified by, or in the future may be amplified by, among other things, macroeconomic conditions. The Risk Factors in Item 1A of this report could affect our future results and could cause those results or other outcomes to differ materially from those expressed or implied in any forward-looking statements or information. To the extent circumstances require or we deem it otherwise necessary, we will update or amend these risk factors in a Form 10-Q, Form 8-K, or subsequent Form 10-K. All forward-looking statements are qualified by, and should be read in conjunction with, these Risk Factors.

Forward-looking statements speak only as of the date the statement was made. We assume no obligation to update forward-looking information to reflect actual results, changes in assumptions, or changes in other factors affecting forward-looking information. If we do update one or more forward-looking statements, no inference should be drawn that we will make additional updates with respect thereto or with respect to other forward-looking statements.

Item 7A. Quantitative and Qualitative Disclosures about Market Risk

Information concerning market risk sensitive instruments is set forth under Management's Discussion and Analysis of Financial Condition and Results of Operations - Other Matters, Item 7.

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Item 8. Financial Statements and Supplementary Data

Index to Consolidated Financial Statements **Page**

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Shareholders and the Board of Directors of Union Pacific Corporation

Opinion on the Financial Statements

We have audited the accompanying consolidated statements of financial position of Union Pacific Corporation and Subsidiary Companies (the "Corporation") as of December 31, 2023 and 2022, the related consolidated statements of income, comprehensive income, changes in common shareholders' equity, and cash flows for each of the three years in the period ended December 31, 2023, and the related notes (collectively referred to as the "financial statements"). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Corporation as of December 31, 2023 and 2022, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2023, in conformity with accounting principles generally accepted in the United States of America.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Corporation's internal control over financial reporting as of December 31, 2023, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated February 9, 2024, expressed an unqualified opinion on the Corporation's internal control over financial reporting.

Basis for Opinion

These financial statements are the responsibility of the Corporation's management. Our responsibility is to express an opinion on the Corporation's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Corporation in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current-period audit of the financial statements that was communicated or required to be communicated to the audit committee and that (1) relates to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Capitalization of Properties — Refer to Notes 2 and 11 to the financial statements

Critical Audit Matter Description

The Corporation's operations are highly capital intensive and their large network of assets turns over on a continuous basis. Each year, the Corporation develops a capital program for both the replacement of assets and for the acquisition or construction of new assets. In determining whether costs should be capitalized, the Corporation exercises significant judgment in determining whether expenditures meet the applicable minimum units of property criteria and extend the useful life, improve the safety of operations, or improve the operating efficiency of existing assets. The Corporation capitalizes all costs of capital projects necessary to make assets ready for their intended use and because a portion of the Corporation's assets are self-constructed, management also exercises significant judgment in determining the amount of material, labor, work equipment, and indirect costs that qualify for capitalization. Capitalized costs to Properties, net during 2023 were $3.8 billion.

We identified the capitalization of property during 2023 as a critical audit matter because of the significant judgment exercised by management in determining whether costs meet the criteria for capitalization. This, in turn, required a high degree of auditor judgment when performing audit procedures to evaluate whether the criteria to capitalize costs were met and to evaluate sufficiency of audit evidence to support management's conclusions.

How the Critical Audit Matter Was Addressed in the Audit

Our procedures related to capitalization of property included the following, among others:

- We tested the effectiveness of controls over the Corporation's determination of whether costs related to the Corporation's capital investments should be capitalized or expensed.
- We evaluated the Corporation's capitalization policy in accordance with accounting principles generally accepted in the United States of America.
- For a selection of capital projects, we performed the following:
    - Obtained the Corporation's evaluation of each project and determined whether the amount of costs to be capitalized met the criteria for capitalization as outlined within the Corporation's policy by unit of property.
    - Obtained supporting documentation that the project met the applicable minimum units of property criteria and was approved, and evaluated whether the project extended the useful life of an existing asset, improved the safety of operations, or improved the operating efficiency of existing assets.
- For a selection of capitalized costs during the year, we performed the following:
    - Evaluated whether the individual cost selected met the criteria for capitalization.
    - Evaluated whether the selection was accurately recorded at the appropriate amount based on the evidence obtained.

/s/ Deloitte & Touche LLP

Omaha, Nebraska
February 9, 2024

We have served as the Corporation's auditor since 1967.

CONSOLIDATED STATEMENTS OF INCOME
Union Pacific Corporation and Subsidiary Companies

Millions, Except Per Share Amounts, for the Years Ended December 31,	***2023***	*2022*	*2021*
Operating revenues:			
Freight revenues	**$ 22,571**	$ 23,159	$ 20,244
Other revenues	**1,548**	1,716	1,560
Total operating revenues	**24,119**	24,875	21,804
Operating expenses:			
Compensation and benefits	**4,818**	4,645	4,158
Fuel	**2,891**	3,439	2,049
Purchased services and materials	**2,616**	2,442	2,016
Depreciation	**2,318**	2,246	2,208
Equipment and other rents	**947**	898	859
Other	**1,447**	1,288	1,176
Total operating expenses	**15,037**	14,958	12,466
Operating income	**9,082**	9,917	9,338
Other income, net (Note 6)	**491**	426	297
Interest expense	**(1,340)**	(1,271)	(1,157)
Income before income taxes	**8,233**	9,072	8,478
Income tax expense (Note 7)	**(1,854)**	(2,074)	(1,955)
Net income	**$ 6,379**	$ 6,998	$ 6,523
Share and Per Share (Note 8):			
Earnings per share - basic	**$ 10.47**	$ 11.24	$ 9.98
Earnings per share - diluted	**$ 10.45**	$ 11.21	$ 9.95
Weighted average number of shares - basic	**609.2**	622.7	653.8
Weighted average number of shares - diluted	**610.2**	624.0	655.4

CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
Union Pacific Corporation and Subsidiary Companies

Millions, for the Years Ended December 31,	***2023***	*2022*	*2021*
Net income	**$ 6,379**	$ 6,998	$ 6,523
Other comprehensive income/(loss):			
Defined benefit plans	**(106)**	280	723
Foreign currency translation	**58**	52	(44)
Unrealized gain on derivative instruments	**16**	-	-
Total other comprehensive income/(loss) [a]	**(32)**	332	679
Comprehensive income	**$ 6,347**	$ 7,330	$ 7,202

[a] Net of deferred taxes of $31 million, ($92) million, and ($237) million during 2023, 2022, and 2021, respectively.

The accompanying notes are an integral part of these Consolidated Financial Statements.

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
Union Pacific Corporation and Subsidiary Companies

Millions, Except Share and Per Share Amounts as of December 31,		***2023***		*2022*
Assets				
Current assets:				
Cash and cash equivalents	**$**	**1,055**	$	973
Short-term investments (Note 13)		**16**		46
Accounts receivable, net (Note 10)		**2,073**		1,891
Materials and supplies		**743**		741
Other current assets		**261**		301
Total current assets		**4,148**		3,952
Investments		**2,605**		2,375
Properties, net (Note 11)		**57,398**		56,038
Operating lease assets (Note 16)		**1,643**		1,672
Other assets		**1,338**		1,412
Total assets	**$**	**67,132**	$	65,449
Liabilities and Common Shareholders' Equity				
Current liabilities:				
Accounts payable and other current liabilities (Note 12)	**$**	**3,683**	$	3,842
Debt due within one year (Note 14)		**1,423**		1,678
Total current liabilities		**5,106**		5,520
Debt due after one year (Note 14)		**31,156**		31,648
Operating lease liabilities (Note 16)		**1,245**		1,300
Deferred income taxes (Note 7)		**13,123**		13,033
Other long-term liabilities		**1,714**		1,785
Commitments and contingencies (Note 17)				
Total liabilities		**52,344**		53,286
Common shareholders' equity:				
Common shares, $2.50 par value, 1,400,000,000 authorized; 1,112,854,806 and 1,112,623,886 issued; 609,703,814 and 612,393,321 outstanding, respectively		**2,782**		2,782
Paid-in-surplus		**5,193**		5,080
Retained earnings		**62,093**		58,887
Treasury stock		**(54,666)**		(54,004)
Accumulated other comprehensive loss (Note 9)		**(614)**		(582)
Total common shareholders' equity		**14,788**		12,163
Total liabilities and common shareholders' equity	**$**	**67,132**	$	65,449

The accompanying notes are an integral part of these Consolidated Financial Statements.

CONSOLIDATED STATEMENTS OF CASH FLOWS
Union Pacific Corporation and Subsidiary Companies

Millions, for the Years Ended December 31,	***2023***	*2022*	*2021*
Operating Activities			
Net income	**$ 6,379**	$ 6,998	$ 6,523
Adjustments to reconcile net income to cash provided by operating activities:			
Depreciation	**2,318**	2,246	2,208
Deferred and other income taxes	**117**	262	154
Other operating activities, net	**(132)**	(152)	(56)
Changes in current assets and liabilities:			
Accounts receivable, net	**(177)**	(169)	(217)
Materials and supplies	**(2)**	(120)	17
Other current assets	**(38)**	5	31
Accounts payable and other current liabilities	**(215)**	565	184
Income and other taxes	**129**	(273)	188
Cash provided by operating activities	**8,379**	9,362	9,032
Investing Activities			
Capital investments	**(3,606)**	(3,620)	(2,936)
Other investing activities, net	**(61)**	149	227
Cash used in investing activities	**(3,667)**	(3,471)	(2,709)
Financing Activities			
Dividends paid	**(3,173)**	(3,159)	(2,800)
Debt repaid	**(2,190)**	(2,291)	(1,299)
Debt issued (Note 14)	**1,599**	6,080	4,201
Share repurchase programs (Note 18)	**(705)**	(6,282)	(7,291)
Other financing activities, net	**(156)**	(235)	31
Cash used in financing activities	**(4,625)**	(5,887)	(7,158)
Net change in cash, cash equivalents, and restricted cash	**87**	4	(835)
Cash, cash equivalents, and restricted cash at beginning of year	**987**	983	1,818
Cash, cash equivalents, and restricted cash at end of year	**$ 1,074**	$ 987	$ 983
Supplemental Cash Flow Information			
Non-cash investing and financing activities:			
Capital investments accrued but not yet paid	**$ 137**	$ 152	$ 263
Term loan renewals	**-**	-	100
Common shares repurchased but not yet paid	**5**	-	-
Cash paid during the year for:			
Income taxes, net of refunds	**$ (1,486)**	$ (2,060)	$ (1,658)
Interest, net of amounts capitalized	**(1,268)**	(1,156)	(1,087)

The accompanying notes are an integral part of these Consolidated Financial Statements.

CONSOLIDATED STATEMENTS OF CHANGES IN COMMON SHAREHOLDERS' EQUITY
Union Pacific Corporation and Subsidiary Companies

Millions	*Common Shares*	*Treasury Shares*	*Common Shares*	*Paid-in-Surplus*	*Retained Earnings*	*Treasury Stock*	*AOCI [a]*	*Total*
Balance at January 1, 2021	1,112.2	(440.9)	$ 2,781	$ 4,864	$ 51,326	$ (40,420)	$ (1,593)	$ 16,958
Net income			-	-	6,523	-	-	6,523
Other comprehensive income/(loss)			-	-	-	-	679	679
Conversion, stock option exercises, forfeitures, ESPP, and other	0.2	0.6	-	91	-	1	-	92
Share repurchase programs (Note 18)	-	(33.3)	-	24	-	(7,315)	-	(7,291)
Cash dividends declared ($4.29 per share)	-	-	-	-	(2,800)	-	-	(2,800)
Balance at December 31, 2021	1,112.4	(473.6)	$ 2,781	$ 4,979	$ 55,049	$ (47,734)	$ (914)	$ 14,161
Net income			-	-	6,998	-	-	6,998
Other comprehensive income/(loss)			-	-	-	-	332	332
Conversion, stock option exercises, forfeitures, ESPP, and other	0.2	0.5	1	113	-	-	-	114
Share repurchase programs (Note 18)	-	(27.1)	-	(12)	-	(6,270)	-	(6,282)
Cash dividends declared ($5.08 per share)	-	-	-	-	(3,160)	-	-	(3,160)
Balance at December 31, 2022	1,112.6	(500.2)	$ 2,782	$ 5,080	$ 58,887	$ (54,004)	$ (582)	$ 12,163
Net income			-	-	6,379	-	-	6,379
Other comprehensive income/(loss)			-	-	-	-	(32)	(32)
Conversion, stock option exercises, forfeitures, ESPP, and other	0.3	0.5	-	113	-	50	-	163
Share repurchase programs (Note 18)	-	(3.5)	-	-	-	(712)	-	(712)
Cash dividends declared ($5.20 per share)	-	-	-	-	(3,173)	-	-	(3,173)
Balance at December 31, 2023	**1,112.9**	**(503.2)**	**$ 2,782**	**$ 5,193**	**$ 62,093**	**$ (54,666)**	**$ (614)**	**$ 14,788**

[a] AOCI = Accumulated Other Comprehensive Income/Loss (Note 9)

The accompanying notes are an integral part of these Consolidated Financial Statements.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
Union Pacific Corporation and Subsidiary Companies

For purposes of this report, unless the context otherwise requires, all references herein to "Union Pacific", “Corporation”, “Company”, “UPC”, “we”, “us”, and “our” mean Union Pacific Corporation and its subsidiaries, including Union Pacific Railroad Company, which will be separately referred to herein as “UPRR” or the “Railroad”.

1. Nature of Operations

Operations and Segmentation – We are a Class I railroad operating in the U.S. Our network includes 32,693 route miles, connecting Pacific Coast and Gulf Coast ports with the Midwest and Eastern U.S. gateways and providing several corridors to key Mexican and Canadian gateways. We own 26,110 miles and operate on the remainder pursuant to trackage rights or leases. We serve the western two-thirds of the country and maintain coordinated schedules with other rail carriers for the handling of freight to and from the Atlantic Coast, the Pacific Coast, the Southeast, the Southwest, Canada, and Mexico. Export and import traffic is moved through Gulf Coast, Pacific Coast, and East Coast ports and across the Mexican and Canadian borders.

The Railroad, along with its subsidiaries and rail affiliates, is our one reportable operating segment. Although we provide and analyze revenues by commodity group, we treat the financial results of the Railroad as one segment due to the integrated nature of our rail network. Our operating revenues are primarily derived from contracts with customers for the transportation of freight from origin to destination. The following table represents a disaggregation of our freight and other revenues:

Millions	***2023***	*2022*	*2021*
Bulk	**$ 7,358**	$ 7,537	$ 6,656
Industrial	**8,238**	8,205	7,323
Premium	**6,975**	7,417	6,265
Total freight revenues	**$ 22,571**	$ 23,159	$ 20,244
Other subsidiary revenues	**872**	884	741
Accessorial revenues	**584**	779	752
Other	**92**	53	67
Total operating revenues	**$ 24,119**	$ 24,875	$ 21,804

Although our revenues are principally derived from customers domiciled in the U.S., the ultimate points of origination or destination for some products we transport are outside the U.S. Each of our commodity groups includes revenues from shipments to and from Mexico. Included in the above table are freight revenues from our Mexico business which amounted to $2.8 billion in 2023, $2.7 billion in 2022, and $2.4 billion in 2021.

Basis of Presentation – The Consolidated Financial Statements are presented in accordance with accounting principles generally accepted in the U.S. (GAAP) as codified in the Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC). Certain prior period amounts have been reclassified to conform to the current period financial statement presentation.

2. Significant Accounting Policies

Principles of Consolidation – The Consolidated Financial Statements include the accounts of Union Pacific Corporation and all of its subsidiaries. Investments in affiliated companies (20% to 50% owned) are accounted for using the equity method of accounting. All intercompany transactions are eliminated. We currently have no less than majority-owned investments that require consolidation under variable interest entity requirements.

Cash, Cash Equivalents, and Restricted Cash – Cash equivalents consist of investments with original maturities of three months or less. Amounts included in restricted cash represent those required to be set aside by contractual agreement.

The following table provides a reconciliation of cash, cash equivalents, and restricted cash reported within the Consolidated Statements of Financial Position that sum to the total of the same such amounts shown on the Consolidated Statements of Cash Flows:

Millions	***2023***	*2022*	*2021*
Cash and cash equivalents	**$ 1,055**	$ 973	$ 960
Restricted cash equivalents in other current assets	**10**	10	19
Restricted cash equivalents in other assets	**9**	4	4
Total cash, cash equivalents, and restricted cash equivalents	**$ 1,074**	$ 987	$ 983

Accounts Receivable – Accounts receivable includes receivables reduced by an allowance for doubtful accounts. The allowance is based upon historical losses, credit worthiness of customers, and current economic conditions. Receivables not expected to be collected in one year and the associated allowances are classified as other assets in our Consolidated Statements of Financial Position.

Investments – Investments represent our investments in affiliated companies (20% to 50% owned) that are accounted for under the equity method of accounting, and investments in companies (less than 20% owned) accounted for at fair value when there is a readily determined fair value or at cost minus impairment when there are not readily determinable fair values. Our portion of income/loss on equity method investments that are integral to our operations are recorded in operating expenses. Realized and unrealized gains and losses on investments that are not integral to our operations are recorded in other income.

Materials and Supplies – Materials and supplies are carried at the lower of average cost or net realizable value.

Property and Depreciation – Properties and equipment are carried at cost and are depreciated on a straight-line basis over their estimated service lives, which are measured in years, except for rail in high-density traffic corridors (i.e., all rail lines except for those lines subject to abandonment, yard tracks, and switching tracks), where lives are measured in millions of gross tons per mile of track. We use the group method of depreciation where all items with similar characteristics, use, and expected lives are grouped together in asset classes and are depreciated using composite depreciation rates. The group method of depreciation treats each asset class as a pool of resources, not as singular items. We determine the estimated service lives of depreciable railroad assets by means of depreciation studies. Under the group method of depreciation, no gain or loss is recognized when depreciable property is retired or replaced in the ordinary course of business.

Impairment of Long-Lived Assets – We review long-lived assets, including identifiable intangibles, for impairment when events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. If impairment indicators are present and the estimated future undiscounted cash flows are less than the carrying value of the long-lived assets, the carrying value is reduced to the estimated fair value.

Revenue Recognition – Freight revenues are derived from contracts with customers. We account for a contract when it has approval and commitment from both parties, the rights of the parties are identified, payment terms are identified, the contract has commercial substance, and collectability of consideration is probable. Our contracts include private agreements, private rate/letter quotes, public circulars/tariffs, and interline/foreign agreements. The performance obligation in our contracts is typically delivering a specific commodity from a place of origin to a place of destination and our commitment begins with the tendering and acceptance of a freight bill of lading and is satisfied upon delivery at destination. We consider each freight shipment to be a distinct performance obligation.

We recognize freight revenues over time as freight moves from origin to destination. The allocation of revenues between reporting periods is based on the relative transit time in each reporting period with expenses recognized as incurred. Outstanding performance obligations related to freight moves in transit totaled $149 million at December 31, 2023, and $194 million at December 31, 2022, and are expected to be recognized in the following quarter as we satisfy our remaining performance obligations and deliver freight to destination. The transaction price is generally specified in a contract and may be dependent on the commodity, origin/destination, and route. Customer incentives, which are primarily provided for shipping to/from specific locations or based on cumulative volumes, are recorded as a reduction to operating revenues. Customer incentives that include variable consideration based on cumulative volumes are estimated using the expected value method, which is based on available historical, current, and forecasted volumes, and recognized as the related performance obligation is satisfied.

Under typical payment terms, our customers pay us after each performance obligation is satisfied and there are no material contract assets or liabilities associated with our freight revenues. Outstanding freight receivables are presented in our Consolidated Statements of Financial Position as accounts receivable, net.

Freight revenues related to interline transportation services that involve other railroads are reported on a net basis. The portion of the gross amount billed to customers that is remitted by the Company to another party is not reflected as freight revenues.

Other revenues consist primarily of revenues earned by our other subsidiaries (primarily logistics and commuter rail operations) and accessorial revenues. Other subsidiary revenues are generally recognized over time as shipments move from origin to destination. The allocation of revenues between reporting periods is based on the relative transit time in each reporting period with expenses recognized as incurred. Accessorial revenues are recognized at a point in time as performance obligations are satisfied.

Translation of Foreign Currency – Our portion of the assets and liabilities related to foreign investments are translated into U.S. dollars at the exchange rates in effect at the balance sheet date. Revenues and expenses are translated at the average rates of exchange prevailing during the year. Unrealized gains or losses are reflected within common shareholders' equity as accumulated other comprehensive income or loss.

Fair Value Measurements – We use a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value into three broad levels. The level in the fair value hierarchy within which the fair value measurement in its entirety falls is determined based on the lowest level input that is significant to the fair value measurement in its entirety. These levels include:

Level 1: Quoted market prices in active markets for identical assets or liabilities.
Level 2: Observable market-based inputs or unobservable inputs that are corroborated by market data.
Level 3: Unobservable inputs that are not corroborated by market data.

We have applied fair value measurements to our short-term investments, certain equity investments, pension plan assets, and short- and long-term debt.

Stock-Based Compensation – We issue treasury shares to cover stock option exercises, stock unit vestings, and ESPP shares, while new shares are issued when retention shares are granted.

We measure and recognize compensation expense for all stock-based awards made to employees, including stock options and ESPP awards. Compensation expense is based on the fair value of the awards as measured at the grant date and is expensed ratably over the service period of the awards (generally the vesting period). The fair value of retention awards is the closing stock price on the date of grant, the fair value of stock options is determined by using the Black-Scholes option pricing model, and the fair value of ESPP awards is based on the Company contribution match.

Earnings Per Share – Basic earnings per share are calculated on the weighted-average number of common shares outstanding during each period. Diluted earnings per share include shares issuable upon exercise of outstanding stock options and stock-based awards where the conversion of such instruments would be dilutive.

Income Taxes – We account for income taxes by recording taxes payable or refundable for the current year and deferred tax assets and liabilities for the expected future tax consequences of events that are reported in different periods for financial reporting and income tax purposes. The majority of our deferred tax assets relate to expenses that already have been recorded for financial reporting purposes but not deducted for tax purposes. The majority of our deferred tax liabilities relate to differences between the tax bases and financial reporting amounts of our land and depreciable property, due to accelerated tax depreciation (including bonus depreciation), revaluation of assets in purchase accounting transactions, and differences in capitalization methods. These expected future tax consequences are measured based on current tax law; the effects of future tax legislation are not anticipated.

When appropriate, we record a valuation allowance against deferred tax assets to reflect that these tax assets may not be realized. In determining whether a valuation allowance is appropriate, we consider whether it is more likely than not that all or some portion of our deferred tax assets will not be realized, based on management's judgments using available evidence for purposes of estimating whether future taxable income will be sufficient to realize a deferred tax asset.

We recognize tax benefits that are more likely than not to be sustained upon examination by tax authorities. The amount recognized is measured as the largest amount of benefit that is greater than 50 percent likely to be realized upon settlement. A liability for "unrecognized tax benefits" is recorded for any tax benefits claimed in our tax returns that do not meet these recognition and measurement standards.

Leases – We determine if an arrangement is or contains a lease at inception. Operating lease assets and operating lease liabilities are recognized based on the present value of the future minimum lease payments over the lease term at commencement date. When an implicit rate is not available, we use a collateralized incremental borrowing rate for operating leases based on the information available at commencement date, including lease term, in determining the present value of future payments. The operating lease asset also includes any lease payments made and excludes lease incentives and initial direct costs incurred. Our lease terms may include options to extend or terminate the lease when it is reasonably certain that the option will be exercised. Operating leases are included in operating lease assets, accounts payable and other current liabilities, and operating lease liabilities on our Consolidated Statements of Financial Position. Finance leases are included in properties, net, debt due within one year, and debt due after one year on our Consolidated Statements of Financial Position. Operating lease expense is recognized on a straight-line basis over the lease term and primarily reported in equipment and other rents and financing lease expense is recorded as depreciation and interest expense in our Consolidated Statements of Income.

We have lease agreements with lease and non-lease components, and we have elected to not separate lease and non-lease components for all classes of underlying assets. Leases with an initial term of 12 months or less are not recorded on our Consolidated Statements of Financial Position. Leases with initial terms in excess of 12 months are recorded as operating or financing leases in our Consolidated Statements of Financial Position.

Pension Benefits – In order to measure the expense associated with pension benefits, we must make various assumptions including discount rates used to value certain liabilities, expected return on plan assets used to fund these expenses, compensation increases, employee turnover rates, and anticipated mortality rates. The assumptions used by us are based on our historical experience as well as current facts and circumstances. We use an actuarial analysis to measure the expense and liability associated with these benefits.

Personal Injury – The cost of injuries to employees and others on our property is charged to expense based on estimates of the ultimate cost and number of incidents each year. We use an actuarial analysis to measure the expense and liability, including unasserted claims. Our personal injury liability is not discounted to present value due to the uncertainty surrounding the timing of future payments. Legal fees and incidental costs are expensed as incurred.

Environmental – When environmental issues have been identified with respect to property currently or formerly owned, leased, or otherwise used in the conduct of our business, we perform, with the assistance of our consultants, environmental assessments on such property. We expense the cost of the assessments as incurred. We accrue the cost of remediation where our obligation is probable and such costs can be reasonably estimated. We do not discount our environmental liabilities when the timing of the anticipated cash payments is not fixed or readily determinable. Legal fees and incidental costs are expensed as incurred.

Use of Estimates – The preparation of our Consolidated Financial Statements in conformity with GAAP requires management to make estimates and assumptions that affect certain reported assets and liabilities, the disclosure of certain contingent assets and liabilities as of the date of the Consolidated Financial Statements, as well as the reported amounts of revenues and expenses during the reporting period. Actual future results may differ from such estimates.

3. Accounting Pronouncements

In December 2023, the FASB issued Accounting Standards Update No. (ASU) 2023-09, *Income Taxes (Topic 740): Improvements to Income Tax Disclosures*, which requires business entities to expand their annual disclosures of the effective rate reconciliation and income taxes paid. The ASU is effective for fiscal years beginning after December 15, 2024, may be adopted on a prospective or retrospective basis, and early adoption is permitted. The Company is currently evaluating the effect that the new guidance will have on our related disclosures.

In November 2023, the FASB issued ASU 2023-07, *Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures*, which requires business entities to enhance disclosures about significant segment expenses. The ASU is effective for fiscal years beginning after December 15, 2023, on a retrospective basis, and early adoption is permitted. The Company is currently evaluating the effect that the new guidance will have on our related disclosures.

4. Stock Options and Other Stock Plans

In April 2000, the shareholders approved the Union Pacific Corporation 2000 Directors Plan (Directors Plan) whereby 2,200,000 shares of our common stock were reserved for issuance to our non-employee directors. Under the Directors Plan, each non-employee director, upon his or her initial election to the Board of Directors, received a grant of 4,000 retention shares or retention stock units. In July 2018, the Board of Directors eliminated the retention grant for directors newly elected in 2018 and all future years. As of December 31, 2023, 16,000 restricted shares were outstanding under the Directors Plan.

The Union Pacific Corporation 2013 Stock Incentive Plan (2013 Plan) was approved by shareholders in May 2013. The 2013 Plan reserved 78,000,000 shares of our common stock for issuance, plus any shares subject to awards made under previous plans as of February 28, 2013, that are subsequently cancelled, expired, forfeited, or otherwise not issued under previous plans. Under the 2013 Plan, non-qualified stock options, incentive stock options, retention shares, stock units, and incentive bonus awards may be granted to eligible employees of the Corporation and its subsidiaries. Non-employee directors are not eligible for awards under the 2013 Plan. As of December 31, 2023, 1,090,770 stock options and 245,107 retention shares and stock units were outstanding under the 2013 Plan. We no longer grant any stock options or other stock or unit awards under this plan.

The Union Pacific Corporation 2021 Stock Incentive Plan (2021 Plan) was approved by shareholders in May 2021. The 2021 Plan reserved 23,000,000 shares of our common stock for issuance, plus any shares subject to awards made under previous plans as of December 31, 2020, that are subsequently cancelled, expired, forfeited, or otherwise not issued under previous plans. Under the 2021 Plan, non-qualified stock options, incentive stock options, retention shares, stock units, and incentive bonus awards may be granted to eligible employees of the Corporation and its subsidiaries. Non-employee directors are not eligible for awards under the 2021 Plan. As of December 31, 2023, 981,484 stock options and 1,059,344 retention shares were outstanding under the 2021 Plan.

The Union Pacific Corporation 2021 Employee Stock Purchase Plan (2021 ESPP) was approved by shareholders in May 2021. The 2021 ESPP reserved 10,000,000 shares of our common stock for issuance. Under the 2021 ESPP, eligible employees of the Corporation and its subsidiaries may elect to purchase shares with a Company match award. Non-employee directors are not eligible for awards under the 2021 ESPP. As of December 31, 2023, 754,708 shares were issued under the 2021 ESPP.

Pursuant to the above plans 31,979,909; 33,185,971; and 34,011,624 shares of our common stock were authorized and available for grant at December 31, 2023, 2022, and 2021, respectively.

Stock-Based Compensation – We have several stock-based compensation plans where employees receive nonvested stock options, nonvested retention shares, and nonvested stock units. We refer to the nonvested shares and stock units collectively as “retention awards”. Employees also are able to participate in our ESPP.

Information regarding stock-based compensation expense appears in the table below:

Millions	***2023***	*2022*	*2021*
Stock-based compensation expense, before tax:			
Stock options	**$ 16**	$ 14	$ 15
Retention awards	**71**	68	66
ESPP	**20**	17	7
Total stock-based compensation expense, before tax	**$ 107**	$ 99	$ 88
Excess income tax benefits from equity compensation plans	**$ 11**	$ 21	$ 26

Stock Options – Stock options are granted at the closing price on the date of grant, have 10-year contractual terms, and vest no later than 3 years from the date of grant. None of the stock options outstanding at December 31, 2023, are subject to performance or market-based vesting conditions.

The table below shows the annual weighted-average assumptions used for Black-Scholes valuation purposes:

Weighted-Average Assumptions	***2023***	*2022*	*2021*
Risk-free interest rate	**3.9%**	1.6%	0.4%
Dividend yield	**2.6%**	1.9%	1.9%
Expected life (years)	**4.5**	4.4	4.6
Volatility	**29.3%**	28.7%	28.3%
Weighted-average grant-date fair value of options granted	**$ 48.31**	$ 51.92	$ 39.97

The risk-free rate is based on the U.S. Treasury yield curve in effect at the time of grant; the expected dividend yield is calculated as the ratio of dividends paid per share of common stock to the stock price on the date of grant; the expected life is based on historical and expected exercise behavior; and expected volatility is based on the historical volatility of our stock price over the expected life of the stock option.

A summary of stock option activity during 2023 is presented below:

	Options (thous.)	*Weighted-Average Exercise Price*	*Weighted-Average Remaining Contractual Term (yrs.)*	*Aggregate Intrinsic Value (millions)*
Outstanding at January 1, 2023	1,974	$ 169.64	6.0	$ 86
Granted	351	202.81	N/A	N/A
Exercised	(233)	118.29	N/A	N/A
Forfeited or expired	(20)	218.46	N/A	N/A
Outstanding at December 31, 2023	2,072	$ 180.56	5.9	$ 135
Vested or expected to vest at December 31, 2023	2,053	$ 180.23	5.9	$ 134
Options exercisable at December 31, 2023	1,423	$ 164.48	4.8	$ 115

At December 31, 2023, there was $16 million of unrecognized compensation expense related to nonvested stock options, which is expected to be recognized over a weighted-average period of 1.0 year. Additional information regarding stock option exercises appears in the following table:

Millions	***2023***	*2022*	*2021*
Intrinsic value of stock options exercised	**$ 23**	$ 53	$ 84
Cash received from option exercises	**27**	27	58
Treasury shares repurchased for employee payroll taxes	**(5)**	(8)	(15)
Income tax benefit realized from option exercises	**5**	8	16
Aggregate grant-date fair value of stock options vested	**$ 14**	$ 13	$ 14

Retention Awards – Retention awards are granted at no cost to the employee, vest over periods lasting up to 4 years, and dividends and dividend equivalents are paid to participants during the vesting periods.

Changes in our retention awards during 2023 were as follows:

	Shares (thous.)	Weighted-Average Grant-Date Fair Value
Nonvested at January 1, 2023	1,069	$ 196.47
Granted	297	202.88
Vested	(317)	165.34
Forfeited	(53)	206.43
Nonvested at December 31, 2023	996	$ 207.76

At December 31, 2023, there was $82 million of total unrecognized compensation expense related to nonvested retention awards, which is expected to be recognized over a weighted-average period of 1.4 years.

Performance Stock Unit Awards – In February 2023, our Board of Directors approved performance stock unit grants. The basic terms of these performance stock units are identical to those granted in February 2022, including the annual return on invested capital (ROIC) and operating income growth (OIG) performance targets. The OIG performance targets compare to companies in the S&P 100 Industrials Index plus the Class I railroads. We define ROIC as net operating profit adjusted for interest expense (including interest on average operating lease liabilities) and taxes on interest divided by average invested capital adjusted for average operating lease liabilities.

The February 2023 stock units awarded to executives are subject to continued employment for 37 months, the attainment of certain levels of ROIC, and the relative three-year OIG. We expense two-thirds of the fair value of the units that are probable of being earned based on our forecasted ROIC over the three-year performance period, and with respect to the third year of the plan, we expense the remaining one-third of the fair value subject to the relative three-year OIG. We measure the fair value of performance stock units based upon the closing price of the underlying common stock as of the date of grant. Dividend equivalents are accumulated during the service period and paid to participants only after the units are earned.

Changes in our performance stock unit awards during 2023 were as follows:

	Shares (thous.)	Weighted-Average Grant-Date Fair Value
Nonvested at January 1, 2023	594	$ 199.82
Granted	251	202.81
Vested	(78)	189.29
Unearned	(127)	186.11
Forfeited	(23)	218.31
Nonvested at December 31, 2023	617	$ 204.50

At December 31, 2023, there was $13 million of total unrecognized compensation expense related to nonvested performance stock unit awards, which is expected to be recognized over a weighted-average period of 0.8 years. This expense is subject to achievement of the performance measures established for the performance stock unit grants.

Employee Stock Purchase Plan - Our ESPP started in July 2021. Employee and Company contributions are used to issue treasury shares the month after employee contributions are withheld based on the settlement date closing price. The Company matches 40% contributed by the employee up to a maximum employee contribution of 5% of monthly salary (limited to $15,000 annually). We expense the Company contributions in the month the employee services were rendered (i.e., the month the employee contributions were withheld).

5. Retirement Plans

Pension Benefits

We provide defined benefit retirement income to eligible non-union employees through qualified and non-qualified (supplemental) pension plans. Qualified and non-qualified pension benefits are based on years of service and the highest compensation during the latest years of employment, with specific reductions made for early retirements. Non-union employees hired on or after January 1, 2018, are no longer eligible for pension benefits, but are eligible for an enhanced 401(k) benefit as described below in other retirement programs.

Funded Status

We are required by GAAP to separately recognize the overfunded or underfunded status of our pension plans as an asset or liability. The funded status represents the difference between the projected benefit obligation (PBO) and the fair value of the plan assets. Our non-qualified (supplemental) pension plan is unfunded by design. The PBO of the pension plans is the present value of benefits earned to date by plan participants, including the effect of assumed future compensation increases. Plan assets are measured at fair value. We use a December 31 measurement date for plan assets and obligations for all our retirement plans.

Changes in our PBO and plan assets were as follows for the years ended December 31:

Funded Status				
Millions		***2023***		*2022*
Projected Benefit Obligation				
Projected benefit obligation at beginning of year	**$**	**3,725**	$	5,296
Service cost		**52**		93
Interest cost		**187**		123
Actuarial loss/(gain)		**146**		(1,557)
Gross benefits paid		**(230)**		(230)
Projected benefit obligation at end of year	**$**	**3,880**	$	3,725
Plan Assets				
Fair value of plan assets at beginning of year	**$**	**4,363**	$	5,554
Actual return/(loss) on plan assets		**235**		(992)
Non-qualified plan benefit contributions		**32**		31
Gross benefits paid		**(230)**		(230)
Fair value of plan assets at end of year	**$**	**4,400**	$	4,363
Funded status at end of year	**$**	**520**	$	638

Actuarial losses that increase the PBO were driven by a decrease in 2023 discount rates from 5.21% to 5.00%. Actuarial gains that decreased the PBO were driven by an increase in 2022 discount rates from 2.80% to 5.21%.

Amounts recognized in the statement of financial position as of December 31, 2023 and 2022, consist of:

Millions		***2023***		*2022*
Noncurrent assets	**$**	**924**	$	1,033
Current liabilities		**(31)**		(31)
Noncurrent liabilities		**(373)**		(364)
Net amounts recognized at end of year	**$**	**520**	$	638

Pre-tax amounts recognized in accumulated other comprehensive income/loss consist of $643 million and $493 million net actuarial loss as of December 31, 2023 and 2022, respectively.

Pre-tax changes recognized in other comprehensive income/loss as of December 31, 2023, 2022, and 2021, were as follows:

Millions		***2023***		*2022*		*2021*
Net actuarial (loss)/gain	**$**	**(159)**	$	272	$	813
Amortization of:						
Actuarial loss		**9**		86		141
Total	**$**	**(150)**	$	358	$	954

Underfunded Accumulated Benefit Obligation – The accumulated benefit obligation (ABO) is the present value of benefits earned to date, assuming no future compensation growth. The underfunded accumulated benefit obligation represents the difference between the ABO and the fair value of plan assets.

The following table discloses only the PBO, ABO, and fair value of plan assets for pension plans where the accumulated benefit obligation is in excess of the fair value of the plan assets as of December 31:

Underfunded Accumulated Benefit Obligation		
Millions	***2023***	*2022*
Projected benefit obligation	**$ 404**	$ 394
Accumulated benefit obligation	**$ 399**	$ 382
Fair value of plan assets	**-**	-
Underfunded accumulated benefit obligation	**$ (399)**	$ (382)

The ABO for all defined benefit pension plans was $3.6 billion and $3.5 billion at December 31, 2023 and 2022, respectively.

Assumptions – The weighted-average actuarial assumptions used to determine benefit obligations at December 31:

Percentages	***2023***	*2022*
Discount rate	**5.00%**	5.21%
Compensation increase	**4.00%**	4.10%

Expense

Pension expense is determined based upon the annual service cost of benefits (the actuarial cost of benefits earned during a period) and the interest cost on those liabilities, less the expected return on plan assets. The expected long-term rate of return on plan assets is applied to a calculated value of plan assets that recognizes changes in fair value over a 5-year period. This practice is intended to reduce year-to-year volatility in pension expense, but it can have the effect of delaying the recognition of differences between actual returns on assets and expected returns based on long-term rate of return assumptions. Differences in actual experience in relation to assumptions are not recognized in net income immediately but are deferred in accumulated other comprehensive income/loss and, if necessary, amortized as pension expense.

The components of our net periodic pension benefit/cost were as follows for the years ended December 31:

Millions	***2023***	*2022*	*2021*
Net Periodic Pension Cost:			
Service cost	**$ 52**	$ 93	$ 110
Interest cost	**187**	123	104
Expected return on plan assets	**(248)**	(293)	(270)
Amortization of:			
Actuarial loss	**9**	86	141
Net periodic pension cost	**$ -**	$ 9	$ 85

Assumptions – The weighted-average actuarial assumptions used to determine expense were as follows:

Percentages	***2023***	*2022*	*2021*
Discount rate for benefit obligations	**5.21%**	2.80%	2.42%
Discount rate for interest on benefit obligations	**5.14%**	2.40%	1.90%
Discount rate for service cost	**5.19%**	2.91%	2.61%
Discount rate for interest on service cost	**5.21%**	2.86%	2.53%
Expected return on plan assets	**5.25%**	6.25%	6.25%
Compensation increase	**4.10%**	4.10%	4.40%

We measure the service cost and interest cost components of our net periodic pension benefit/cost by using individual spot discount rates matched with separate cash flows for each future year. The discount rates were based on a yield curve of high-quality corporate bonds. The expected return on plan assets is based on our asset allocation mix and our historical return, taking into account current and expected market conditions. The actual return/(loss) on pension plan assets, net of fees, was approximately 6% in 2023, (18%) in 2022, and 15% in 2021.

Cash Contributions

The following table details cash contributions, if any, for the qualified and non-qualified (supplemental) pension plans:

Millions	*Qualified*	*Non-qualified*
2023	$ -	$ 32
2022	$ -	$ 31

Our policy with respect to funding the qualified pension plans is to fund at least the minimum required by law and not more than the maximum amount deductible for tax purposes.

The non-qualified pension plans are not funded and are not subject to any minimum regulatory funding requirements. Benefit payments for each year represent supplemental pension payments. We anticipate our 2024 supplemental pension payments will be made from cash generated from operations.

Benefit Payments

The following table details expected benefit payments for the years 2024 through 2033:

Millions	
2024	$ 230
2025	229
2026	229
2027	230
2028	231
Years 2029 - 2033	$ 1,188

Asset Allocation Strategy

Our pension plan asset allocation at December 31, 2023 and 2022, and target allocation for 2024, are as follows:

		Percentage of Plan Assets December 31,	
	Target Allocation 2024	***2023***	*2022*
Equity securities	20% to 30%	**24%**	48%
Debt securities	70% to 80%	**75**	51
Real estate	0% to 2%	**1**	1
Total		**100%**	100%

The pension plan investments are held in a master trust. The investment strategy for pension plan assets is to maintain a broadly diversified portfolio designed to achieve our target average long-term rate of return of 5.25%. While we believe we can achieve a long-term average rate of return of 5.25%, we cannot be certain that the portfolio will perform to our expectations. Assets are strategically allocated among equity, debt, and other investments in order to achieve a diversification level that reduces fluctuations in investment returns. Asset allocation target ranges for equity, debt, and other portfolios are evaluated at least every three years with the assistance of an independent consulting firm. Actual asset allocations are monitored monthly, and rebalancing actions are executed at least quarterly, as needed.

Since 2020, the asset allocation targets for equity and debt have been adjusted annually to move from equity to debt as a de-risking measure. We met our target endpoint of 25% equity and 75% debt in 2023. The average credit rating of the debt portfolio was AA- and A+ at December 31, 2023 and 2022, respectively. The debt portfolio is also broadly diversified and invested primarily in U.S. Treasury, mortgage, and corporate securities. The weighted-average maturity of the debt portfolio was 22 years and 21 years at December 31, 2023 and 2022, respectively.

The investment of pension plan assets in securities issued by UPC is explicitly prohibited by the plan for both the equity and debt portfolios, other than through index fund holdings.

Fair Value Measurements

The pension plan assets are valued at fair value. The following is a description of the valuation methodologies used for the investments measured at fair value, including the general classification of such instruments pursuant to the valuation hierarchy.

Temporary Cash Investments – These investments consist of U.S. dollars and foreign currencies. Foreign currencies held are reported in terms of U.S. dollars based on currency exchange rates readily available in active markets. U.S. dollars and foreign currencies are classified as Level 1 investments.

Registered Investment Companies – Registered Investment Companies are entities primarily engaged in the business of investing in securities and are registered with the SEC. The plan's prior holdings of Registered Investment Companies included both public and private fund vehicles. The public vehicles are exchange-traded funds (stocks), which are classified as Level 1 investments. The private vehicles (bonds) do not have published pricing and are valued using Net Asset Value (NAV).

Federal Government Securities – Federal Government Securities consist of bills, notes, bonds, and other fixed income securities issued directly by the U.S. Treasury or by government-sponsored enterprises. These assets are valued using a bid evaluation process with bid data provided by independent pricing sources. Federal Government Securities are classified as Level 2 investments.

Bonds and Debentures – Bonds and debentures consist of debt securities issued by U.S. and non-U.S. corporations as well as state and local governments. These assets are valued using a bid evaluation process with bid data provided by independent pricing sources. Corporate, state, and municipal bonds and debentures are classified as Level 2 investments.

Corporate Stock – This investment category consists of common and preferred stock issued by U.S. and non-U.S. corporations. Most common shares are traded actively on exchanges and price quotes for these shares are readily available. Common stock is classified as a Level 1 investment. Preferred shares included in this category are valued using a bid evaluation process with bid data provided by independent pricing sources. Preferred stock is classified as a Level 2 investment.

Venture Capital and Buyout Partnerships – This investment category is comprised of interests in limited partnerships that invest primarily in privately-held companies. Due to the private nature of the partnership investments, pricing inputs are not readily observable. Asset valuations are developed by the general partners that manage the partnerships. These valuations are based on the application of public market multiples to private company cash flows, market transactions that provide valuation information for comparable companies, and other methods. The fair value recorded by the plan is calculated using each partnership's NAV.

Real Estate Funds – The plan's real estate investments are primarily interests in private real estate investment trusts, partnerships, limited liability companies, and similar structures. Valuations for the holdings in this category are not based on readily observable inputs and are primarily derived from property appraisals. The fair value recorded by the plan is calculated using the NAV for each investment.

Collective Trust and Other Funds – Collective trust and other funds are comprised of shares or units in commingled funds and limited liability companies that are not publicly traded. The underlying assets in these entities (global stock funds and short-term investment funds) are publicly traded on exchanges and price quotes for the assets held by these funds are readily available. The fair value recorded by the plan is calculated using NAV for each investment.

As of December 31, 2023, the pension plan assets measured at fair value on a recurring basis were as follows:

Millions	*Quoted Prices in Active Markets for Identical Inputs (Level 1)*	*Significant Other Observable Inputs (Level 2)*	*Significant Unobservable Inputs (Level 3)*	*Total*
Plan assets at fair value:				
Temporary cash investments	$ -	$ -	$ -	$ -
Registered investment companies [a]	-	-	-	-
Federal government securities	-	1,508	-	1,508
Bonds and debentures	-	1,696	-	1,696
Corporate stock	176	5	-	181
Total plan assets at fair value	$ 176	$ 3,209	$ -	$ 3,385
Plan assets at NAV:				
Registered investment companies [b]				-
Venture capital and buyout partnerships				554
Real estate funds				30
Collective trust and other funds				382
Total plan assets at NAV				$ 966
Other assets/(liabilities) [c]				49
Total plan assets				$ 4,400

As of December 31, 2022, the pension plan assets measured at fair value on a recurring basis were as follows:

Millions	*Quoted Prices in Active Markets for Identical Inputs (Level 1)*	*Significant Other Observable Inputs (Level 2)*	*Significant Unobservable Inputs (Level 3)*	*Total*
Plan assets at fair value:				
Temporary cash investments	$ 1	$ -	$ -	$ 1
Registered investment companies [a]	6	-	-	6
Federal government securities	-	803	-	803
Bonds and debentures	-	1,069	-	1,069
Corporate stock	1,104	7	-	1,111
Total plan assets at fair value	$ 1,111	$ 1,879	$ -	$ 2,990
Plan assets at NAV:				
Registered investment companies [b]				68
Venture capital and buyout partnerships				611
Real estate funds				37
Collective trust and other funds				622
Total plan assets at NAV				$ 1,338
Other assets/(liabilities) [c]				35
Total plan assets				$ 4,363

[a] Registered investment companies measured at fair value are stock investments.
[b] Registered investment companies measured at NAV include bond investments.
[c] Includes accrued receivables, net payables, and pending broker settlements.

The master trust's investments in limited partnerships and similar structures (used to invest in private equity and real estate) are valued at fair value based on their proportionate share of the partnerships' fair value as recorded in the limited partnerships' audited financial statements. The limited partnerships allocate gains, losses, and expenses to the partners based on the ownership percentage as described in the partnership agreements. At December 31, 2023 and 2022, the master trust had future commitments for additional contributions to private equity partnerships totaling $80 million and $91 million, respectively, and to real estate partnerships and funds totaling $5 million and $5 million, respectively.

Other Retirement Programs

Other Post Retirement Benefits – We provide medical and life insurance benefits for eligible retirees hired before January 1, 2004. These benefits are funded as medical claims and life insurance premiums are paid. OPEB expense is determined based upon the annual service cost of benefits and the interest cost on those liabilities plus amortization of net (gain)/loss amounts offset by amortization of prior service credits recorded in AOCI. Our OPEB liability was $104 million and $134 million at December 31, 2023 and 2022, respectively. The liability is based on discount rate assumptions of 4.97% and 5.23% at December 31, 2023 and 2022, respectively. OPEB net periodic (benefit)/cost was ($7) million in 2023, ($2) million in 2022, and ($3) million in 2021.

401(k)/Thrift Plan – For non-union employees hired prior to January 1, 2018, and eligible union employees for whom we make matching contributions, we provide a defined contribution plan (401(k)/thrift plan). We match 50% for each dollar contributed by employees up to the first 6% of compensation contributed. For non-union employees hired on or after January 1, 2018, we match 100% for each dollar, up to the first 6% of compensation contributed, in addition to contributing an annual amount of 3% of the employee's annual base salary. Our plan contributions were $27 million in 2023, $24 million in 2022, and $21 million in 2021.

Railroad Retirement System – All Railroad employees are covered by the Railroad Retirement System (the System). Contributions made to the System are expensed as incurred and amounted to approximately $711 million in 2023, $586 million in 2022, and $550 million in 2021.

Collective Bargaining Agreements – Under collective bargaining agreements, we participate in multi-employer benefit plans that provide certain post retirement health care and life insurance benefits for eligible union employees. Premiums paid under these plans are expensed as incurred and amounted to $16 million in 2023, $20 million in 2022, and $30 million in 2021.

6. Other Income

Other income included the following for the years ended December 31:

Millions	***2023***	*2022*	*2021*
Real estate income [a] [b]	**$ 414**	$ 381	$ 263
Net periodic pension benefit/(costs)	**52**	84	25
Interest income [a]	**52**	23	4
Environmental remediation and restoration	**(37)**	(47)	(17)
Gain from sale of investment	**-**	-	36
Other [a]	**10**	(15)	(14)
Total	**$ 491**	$ 426	$ 297

[a] Prior periods have been reclassified to conform to the current period disclosure.

[b] 2023 includes a one-time $107 million transaction. 2022 includes a $79 million gain from a land sale to the Illinois State Toll Highway Authority and a $35 million gain from a sale to the Colorado Department of Transportation. 2021 includes a $50 million gain from a sale to the Colorado Department of Transportation.

7. Income Taxes

Components of income tax expense were as follows for the years ended December 31:

Millions	***2023***	*2022*	*2021*
Current tax expense:			
Federal	**$ 1,417**	$ 1,465	$ 1,446
State	**314**	340	347
Foreign	**6**	7	8
Total current tax expense	**1,737**	1,812	1,801
Deferred and other tax expense/(benefit):			
Federal	**219**	320	199
State [a]	**(104)**	(59)	(44)
Foreign	**2**	1	(1)
Total deferred and other tax expense	**117**	262	154
Total income tax expense	**$ 1,854**	$ 2,074	$ 1,955

[a] In 2023, Nebraska, Iowa, Kansas, and Arkansas enacted corporate income tax legislation that resulted in a $114 million reduction of our deferred tax expense. In 2022, Nebraska, Iowa, Arkansas, and Idaho enacted corporate income tax legislation that resulted in a $95 million reduction of our deferred tax expense. In 2021, Nebraska, Oklahoma, Idaho, Louisiana, and Arkansas enacted corporate income tax legislation that resulted in a $32 million reduction of our deferred tax expense.

For the years ended December 31, reconciliations between statutory and effective tax rates are as follows:

Tax Rate Percentages	***2023***	*2022*	*2021*
Federal statutory tax rate	**21.0%**	21.0%	21.0%
State statutory rates, net of federal benefits	**3.4**	3.6	3.7
Deferred tax adjustments	**(1.2)**	(1.0)	(0.6)
Dividends received deduction	**(0.6)**	(0.5)	(0.5)
Excess tax benefits from equity compensation plans	**(0.1)**	(0.2)	(0.3)
Other	**-**	-	(0.2)
Effective tax rate	**22.5%**	22.9%	23.1%

Deferred income tax assets/(liabilities) were comprised of the following at December 31:

Millions	***2023***	*2022*
Deferred income tax liabilities:		
Property	**$ (12,987)**	$ (12,910)
Operating lease assets	**(404)**	(411)
Other	**(556)**	(591)
Total deferred income tax liabilities	**(13,947)**	(13,912)
Deferred income tax assets:		
Operating lease liabilities	**394**	401
Accrued casualty costs	**168**	164
Accrued wages	**50**	50
Stock compensation	**26**	26
Other	**186**	238
Total deferred income tax assets	**824**	879
Net deferred income tax liability	**$ (13,123)**	$ (13,033)

In 2023 and 2022, there were no valuation allowances against deferred tax assets.

A reconciliation of changes in unrecognized tax benefits liabilities/(assets) from the beginning to the end of the reporting period is as follows:

Millions	***2023***	*2022*	*2021*
Unrecognized tax benefits at January 1	**$ 34**	$ 38	$ 74
Lapse of statutes of limitations	**(4)**	(3)	(1)
Decreases for positions taken in prior years	**(1)**	(4)	(24)
Increases for positions taken in current year	**1**	3	3
Refunds from/(payments to) and settlements with taxing authorities	**-**	-	(12)
Increases/(decreases) for interest and penalties	**-**	-	(3)
Increases for positions taken in prior years	**-**	-	1
Unrecognized tax benefits at December 31	**$ 30**	$ 34	$ 38

We recognize interest and penalties as part of income tax expense. Total accrued liabilities/(receivables) for interest and penalties were ($4) million and ($3) million at December 31, 2023 and 2022, respectively. Total interest and penalties recognized as part of income tax expense/(benefit) were ($1) million for 2023, ($2) million for 2022, and ($5) million for 2021.

Several state tax authorities are examining our state income tax returns for years 2018 through 2022.

We do not expect our unrecognized tax benefits to change significantly in the next 12 months. The portion of our unrecognized tax benefits that relates to permanent changes in tax and interest would reduce our effective tax rate, if recognized. The remaining unrecognized tax benefits relate to tax positions for which only the timing of the benefit is uncertain. The unrecognized tax benefits that would reduce our effective tax rate are $30 million for 2023, $31 million for 2022, and $31 million for 2021.

8. Earnings Per Share

The following table provides a reconciliation between basic and diluted earnings per share for the years ended December 31:

Millions, Except Per Share Amounts	***2023***	*2022*	*2021*
Net income	**$ 6,379**	$ 6,998	$ 6,523
Weighted-average number of shares outstanding:			
Basic	**609.2**	622.7	653.8
Dilutive effect of stock options	**0.4**	0.6	0.8
Dilutive effect of retention shares and units	**0.6**	0.7	0.8
Diluted	**610.2**	624.0	655.4
Earnings per share - basic	**$ 10.47**	$ 11.24	$ 9.98
Earnings per share - diluted	**$ 10.45**	$ 11.21	$ 9.95

Common stock options totaling 0.9 million, 0.3 million, and 0.2 million for 2023, 2022, and 2021, respectively, were excluded from the computation of diluted earnings per share because the exercise prices of these stock options exceeded the average market price of our common stock for the respective periods, and the effect of their inclusion would be anti-dilutive.

9. Accumulated Other Comprehensive Income/Loss

Reclassifications out of accumulated other comprehensive income/loss were as follows (net of tax):

Millions	*Defined benefit plans*	*Foreign currency translation*	*Unrealized gain on derivative instruments [a]*	*Total*
Balance at January 1, 2023	$ (378)	$ (204)	$ -	$ (582)
Other comprehensive income/(loss) before reclassifications	5	58	16	79
Amounts reclassified from accumulated other comprehensive income/(loss) [b]	(111)	-	-	(111)
Net year-to-date other comprehensive income/(loss), net of taxes of $31 million	(106)	58	16	(32)
Balance at December 31, 2023	$ (484)	$ (146)	$ 16	$ (614)
Balance at January 1, 2022	$ (658)	$ (256)	$ -	$ (914)
Other comprehensive income/(loss) before reclassifications	-	52	-	52
Amounts reclassified from accumulated other comprehensive income/(loss) [b]	280	-	-	280
Net year-to-date other comprehensive income/(loss), net of taxes of ($92) million	280	52	-	332
Balance at December 31, 2022	$ (378)	$ (204)	$ -	$ (582)

[a] Related to interest rate swaps from equity method investments.
[b] The accumulated other comprehensive income/loss reclassification components are 1) prior service cost/credit and 2) net actuarial loss, which are both included in the computation of net periodic pension benefit/cost. See Note 5 Retirement Plans for additional details.

10. Accounts Receivable

Accounts receivable includes freight and other receivables reduced by an allowance for doubtful accounts. At December 31, 2023 and 2022, our accounts receivable were reduced by $9 million and $10 million, respectively. Receivables not expected to be collected in one year and the associated allowances are classified as other assets in our Consolidated Statements of Financial Position. At December 31, 2023 and 2022, receivables classified as other assets were reduced by allowances of $71 million and $58 million, respectively.

Receivables Securitization Facility – The Railroad maintains an $800 million, 3-year receivables securitization facility (the Receivables Facility) maturing in July 2025. Under the Receivables Facility, the Railroad sells most of its eligible third-party receivables to Union Pacific Receivables, Inc. (UPRI), a consolidated, wholly-owned, bankruptcy-remote subsidiary that may subsequently transfer, without recourse, an undivided interest in accounts receivable to investors. The investors have no recourse to the Railroad's other assets except for customary warranty and indemnity claims. Creditors of the Railroad do not have recourse to the assets of UPRI.

The amount recorded under the Receivables Facility was $0 and $100 million at December 31, 2023 and 2022, respectively. The Receivables Facility was supported by $1.7 billion and $1.6 billion of accounts receivable as collateral at December 31, 2023 and 2022, respectively, which, as a retained interest, is included in accounts receivable, net in our Consolidated Statements of Financial Position.

The outstanding amount the Railroad maintains under the Receivables Facility may fluctuate based on current cash needs. The maximum allowed under the Receivables Facility is $800 million with availability directly impacted by eligible receivables, business volumes, and credit risks, including receivables payment quality measures such as default and dilution ratios. If default or dilution ratios increase one percent, the allowable outstanding amount under the Receivables Facility would not materially change.

The costs of the Receivables Facility include interest, which will vary based on prevailing benchmark and commercial paper rates, program fees paid to participating banks, commercial paper issuance costs, and fees of participating banks for unused commitment availability. The costs of the Receivables Facility are included in interest expense and were $9 million, $10 million, and $4 million for 2023, 2022, and 2021, respectively.

11. Properties

The following tables list the major categories of property and equipment as well as the weighted-average estimated useful life for each category (in years):

Millions, Except Estimated Useful Life *As of December 31, 2023*	*Cost*	*Accumulated Depreciation*	*Net Book Value*	*Estimated Useful Life*
Land	$ 5,426	$ N/A	$ 5,426	N/A
Road:				
Rail and other track material	18,837	7,344	11,493	42
Ties	11,985	3,895	8,090	34
Ballast	6,345	2,061	4,284	34
Other roadway [a]	23,175	5,368	17,807	47
Total road	60,342	18,668	41,674	N/A
Equipment:				
Locomotives	9,295	3,591	5,704	18
Freight cars	2,765	956	1,809	23
Work equipment and other	1,344	546	798	17
Total equipment	13,404	5,093	8,311	N/A
Technology and other	1,388	574	814	12
Construction in progress	1,173	-	1,173	N/A
Total	$ 81,733	$ 24,335	$ 57,398	N/A

Millions, Except Estimated Useful Life *As of December 31, 2022*	*Cost*	*Accumulated Depreciation*	*Net Book Value*	*Estimated Useful Life*
Land	$ 5,344	$ N/A	$ 5,344	N/A
Road:				
Rail and other track material	18,419	7,096	11,323	43
Ties	11,676	3,699	7,977	34
Ballast	6,222	1,950	4,272	34
Other roadway [a]	22,411	4,970	17,441	47
Total road	58,728	17,715	41,013	N/A
Equipment:				
Locomotives	9,166	3,606	5,560	18
Freight cars	2,562	898	1,664	23
Work equipment and other	1,253	473	780	17
Total equipment	12,981	4,977	8,004	N/A
Technology and other	1,254	525	729	12
Construction in progress	948	-	948	N/A
Total	$ 79,255	$ 23,217	$ 56,038	N/A

[a] Other roadway includes grading, bridges and tunnels, signals, buildings, and other road assets.

Property and Depreciation – Our railroad operations are highly capital-intensive, and our large base of homogeneous, network-type assets turns over on a continuous basis. Each year we develop a capital program for the replacement of assets and for the acquisition or construction of assets that enable us to enhance our operations or provide new service offerings to customers. We currently have more than 60 depreciable asset classes, and we may increase or decrease the number of asset classes due to changes in technology, asset strategies, or other factors.

We determine the estimated service lives of depreciable railroad assets by means of depreciation studies. We perform depreciation studies at least every 3 years for equipment and every 6 years for track assets (i.e., rail and other track material, ties, and ballast) and other road property. Our depreciation studies take into account the following factors:

- Statistical analysis of historical patterns of use and retirements of each of our asset classes,
- Evaluation of any expected changes in current operations and the outlook for continued use of the assets,
- Evaluation of technological advances and changes to maintenance practices, and
- Expected salvage to be received upon retirement.

For rail in high-density traffic corridors, we measure estimated service lives in millions of gross tons per mile of track. It has been our experience that the lives of rail in high-density traffic corridors are closely correlated to usage (i.e., the amount of weight carried over the rail). The service lives also vary based on rail weight, rail condition (e.g., new or secondhand), and rail type (e.g., straight or curve). Our depreciation studies for rail in high-density traffic corridors consider each of these factors in determining the estimated service lives. For rail in high-density traffic corridors, we calculate depreciation rates annually by dividing the number of gross ton-miles carried over the rail (i.e., the weight of loaded and empty freight cars, locomotives, and maintenance of way equipment transported over the rail) by the estimated service lives of the rail measured in millions of gross tons per mile. For all other depreciable assets, we compute depreciation based on the estimated service lives of our assets as determined from the analysis of our depreciation studies. Changes in the estimated service lives of our assets and their related depreciation rates are implemented prospectively.

Under the group method of depreciation, the historical cost (net of salvage) of depreciable property that is retired or replaced in the ordinary course of business is charged to accumulated depreciation and no gain or loss is recognized. The historical cost of certain track assets is estimated by multiplying the current replacement cost of track assets by a historical index factor derived from (a) inflation indices published by the Bureau of Labor Statistics and (b) the estimated useful lives of the assets as determined by our depreciation studies. The indices were selected because they closely correlate with the major costs of the properties comprising the applicable track asset classes. Because of the number of estimates inherent in the depreciation and retirement processes and because it is impossible to precisely estimate each of these variables until a group of property is completely retired, we continually monitor the estimated service lives of our assets and the accumulated depreciation associated with each asset class to ensure our depreciation rates are appropriate. In addition, we determine if the recorded amount of accumulated depreciation is deficient (or in excess) of the amount indicated by our depreciation studies. Any deficiency (or excess) is amortized as a component of depreciation expense over the remaining service lives of the applicable classes of assets.

For retirements of depreciable railroad properties that do not occur in the normal course of business, a gain or loss may be recognized if the retirement meets each of the following three conditions: (a) is unusual, (b) is material in amount, and (c) varies significantly from the retirement profile identified through our depreciation studies. A gain or loss is recognized in other income when we sell land or dispose of assets that are not part of our railroad operations.

We review construction in progress assets that have not yet been placed into service, for impairment when events or changes in circumstances indicate that the carrying amount of a long-lived asset or assets may not be recoverable. If impairment indicators are present and the estimated future undiscounted cash flows are less than the carrying value of construction in progress assets when grouped with other assets and liabilities at the lowest level where identifiable cash flows are largely independent, the carrying value is reduced to the estimated fair value.

When we purchase an asset, we capitalize all costs necessary to make the asset ready for its intended use. However, many of our assets are self-constructed. A large portion of our capital expenditures is for replacement of existing track assets and other road properties, which is typically performed by our employees, and for track line expansion and other capacity projects. Costs that are directly attributable to capital projects (including overhead costs) are capitalized. Direct costs that are capitalized as part of self-constructed assets include material, labor, and work equipment. Indirect costs are capitalized if they clearly relate to the construction of the asset.

Costs incurred that extend the useful life of an asset, improve the safety of our operations, or improve operating efficiency are capitalized, while normal repairs and maintenance are expensed as incurred. These costs are allocated using appropriate statistical bases. Total expense for repairs and maintenance incurred was $2.5 billion for 2023, $2.4 billion for 2022, and $2.1 billion for 2021.

Assets held under finance leases are recorded at the lower of the net present value of the minimum lease payments or the fair value of the leased asset at the inception of the lease. Amortization expense is computed using the straight-line method over the shorter of the estimated useful lives of the assets or the period of the related lease.

12. Accounts Payable and Other Current Liabilities

Millions	***Dec. 31, 2023***	*Dec. 31, 2022*
Accounts payable	**$ 856**	$ 784
Income and other taxes payable	**685**	628
Compensation-related accruals	**533**	938
Interest payable	**389**	379
Current operating lease liabilities (Note 16)	**355**	331
Accrued casualty costs	**307**	242
Equipment rents payable	**98**	109
Other	**460**	431
Total accounts payable and other current liabilities	**$ 3,683**	$ 3,842

13. Financial Instruments

Short-Term Investments – All of the Company's short-term investments consist of time deposits and government agency securities. These investments are considered Level 2 investments and are valued at amortized cost, which approximates fair value. As of December 31, 2023 and 2022, the Company had $16 million and $46 million of short-term investments, respectively. All short-term investments have a maturity of less than one year and are classified as held-to-maturity.

Fair Value of Financial Instruments – The fair value of our short- and long-term debt was estimated using a market value price model, which utilizes applicable U.S. Treasury rates along with current market quotes on comparable debt securities. All of the inputs used to determine the fair market value of the Corporation's long-term debt are Level 2 inputs and obtained from an independent source. At December 31, 2023, the fair value of total debt was $28.5 billion, approximately $4.1 billion less than the carrying value. At December 31, 2022, the fair value of total debt was $28.1 billion, approximately $5.2 billion less than the carrying value. The fair value of the Corporation's debt is a measure of its current value under present market conditions. The fair value of our cash equivalents approximates their carrying value due to the short-term maturities of these instruments.

14. Debt

Total debt as of December 31, 2023 and 2022, is summarized below:

Millions	***2023***	*2022*
Notes and debentures, 2.2% to 7.1% due through February 14, 2072	**$ 33,383**	$ 33,658
Equipment obligations, 2.6% to 6.2% due through January 2, 2031 [a]	**770**	809
Finance leases, 3.1% to 6.8% due through December 10, 2028	**158**	234
Commercial paper	**-**	200
Receivables Facility (Note 10)	**-**	100
Term loans	**-**	100
Unamortized discount and deferred issuance costs	**(1,732)**	(1,775)
Total debt	**32,579**	33,326
Less: current portion	**(1,423)**	(1,678)
Total long-term debt	**$ 31,156**	$ 31,648

[a] Equipment obligations are secured by an interest in certain railroad equipment with a carrying value of approximately $0.9 billion at both December 31, 2023 and 2022.

Debt Maturities – The following table presents aggregate debt maturities as of December 31, 2023, excluding market value adjustments:

Millions		
2024	$	1,427
2025		1,426
2026		1,515
2027		1,285
2028		1,235
Thereafter		27,423
Total principal		34,311
Unamortized discount and deferred issuance costs		(1,732)
Total debt	$	32,579

Debt Redemption – On April 15, 2022, we redeemed all $750 million of outstanding 4.163% notes due July 15, 2022, at a redemption price equal to 100% of the principal amount of the notes plus accrued and unpaid interest.

Credit Facilities – At December 31, 2023, we had $2.0 billion of credit available under our revolving credit facility, which is designated for general corporate purposes and supports the issuance of commercial paper. Credit facility withdrawals totaled $0 during 2023. Commitment fees and interest rates payable under the Facility are similar to fees and rates available to comparably rated, investment-grade borrowers. The Facility allows for borrowings at floating rates based on Term Secured Overnight Financing Rate (SOFR), plus a spread, depending upon credit ratings for our senior unsecured debt. The Facility, set to expire May 20, 2027, requires UPC to maintain an adjusted debt-to-EBITDA (earnings before interest, taxes, depreciation, and amortization) coverage ratio.

The definition of debt used for purposes of calculating the adjusted debt-to-EBITDA coverage ratio includes, among other things, certain credit arrangements, finance leases, guarantees, unfunded and vested pension benefits under Title IV of ERISA, and unamortized debt discount and deferred debt issuance costs. At December 31, 2023, the Company was in compliance with the adjusted debt-to-EBITDA coverage ratio, which allows us to carry up to $44.4 billion of debt (as defined in the Facility), and we had $34.3 billion of debt (as defined in the Facility) outstanding at that date. The Facility does not include any other financial restrictions, credit rating triggers (other than rating-dependent pricing), or any other provision that could require us to post collateral. The Facility also includes a $150 million cross-default provision and a change-of-control provision.

During 2023, we issued $1.4 billion and repaid $1.6 billion of commercial paper with maturities ranging from 11 to 64 days. As of December 31, 2023 and 2022, we had $0 and $200 million of commercial paper outstanding, respectively. Our revolving credit facility supports our outstanding commercial paper balances, and, unless we change the terms of our commercial paper program, our aggregate issuance of commercial paper will not exceed the amount of borrowings available under the Facility.

Shelf Registration Statement and Significant New Borrowings – In 2022, the Board of Directors reauthorized the issuance of up to $12.0 billion of debt securities. Under our shelf registration, we may issue, from time to time, any combination of debt securities, preferred stock, common stock, or warrants for debt securities or preferred stock in one or more offerings.

During 2023, we issued the following unsecured, fixed-rate debt securities under our shelf registration:

Date	*Description of Securities*
February 21, 2023	$0.50 billion of 4.750% Notes due February 21, 2026
	$0.50 billion of 4.950% Notes due May 15, 2053

We used the net proceeds from the offerings for general corporate purposes, including the repurchase of common stock pursuant to our share repurchase programs. These debt securities include change-of-control provisions. At December 31, 2023, we had remaining authority to issue up to $5.6 billion of debt securities under our shelf registration.

Receivables Securitization Facility – As of December 31, 2023 and 2022, we recorded $0 and $100 million, respectively, of borrowings under our Receivables Facility, as secured debt. (See further discussion of our "Receivables Securitization Facility" section in Note 10.)

15. Variable Interest Entities

We have entered into various lease transactions in which the structure of the leases contain variable interest entities (VIEs). These VIEs were created solely for the purpose of doing lease transactions (principally involving railroad equipment and facilities) and have no other activities, assets, or liabilities outside of the lease transactions. Within these lease arrangements, we have the right to purchase some or all of the assets at fixed prices. Depending on market conditions, fixed-price purchase options available in the leases could potentially provide benefits to us; however, these benefits are not expected to be significant.

We maintain and operate the assets based on contractual obligations within the lease arrangements, which set specific guidelines consistent within the railroad industry. As such, we have no control over activities that could materially impact the fair value of the leased assets. We do not hold the power to direct the activities of the VIEs and, therefore, do not control the ongoing activities that have a significant impact on the economic performance of the VIEs. Additionally, we do not have the obligation to absorb losses of the VIEs or the right to receive benefits of the VIEs that could potentially be significant to the VIEs.

We are not considered to be the primary beneficiary and do not consolidate these VIEs because our actions and decisions do not have the most significant effect on the VIE’s performance and our fixed-price purchase options are not considered to be potentially significant to the VIEs. The future minimum lease payments associated with the VIE leases totaled $831 million as of December 31, 2023, and are recorded as operating lease liabilities at present value in our Consolidated Statements of Financial Position.

16. Leases

We lease certain locomotives, freight cars, and other property for use in our rail operations.

The following are additional details related to our lease portfolio:

Millions	*Classification*	***Dec. 31, 2023***	*Dec. 31, 2022*
Assets			
Operating leases	Operating lease assets	**$ 1,643**	$ 1,672
Finance leases	Properties, net [a]	**244**	310
Total leased assets		**$ 1,887**	$ 1,982
Liabilities			
Current			
Operating	Accounts payable and other current liabilities	**$ 355**	$ 331
Finance	Debt due within one year	**49**	67
Noncurrent			
Operating	Operating lease liabilities	**1,245**	1,300
Finance	Debt due after one year	**109**	167
Total lease liabilities		**$ 1,758**	$ 1,865

[a] Finance lease assets are recorded net of accumulated amortization of $497 million and $658 million as of December 31, 2023 and 2022, respectively.

The lease cost components are classified as follows:

Millions	***Dec 31, 2023***	*Dec 31, 2022*
Operating lease cost [a]	**$ 369**	$ 338
Short-term lease cost	**24**	18
Variable lease cost	**41**	13
Finance lease cost		
Amortization of leased assets [b]	**38**	52
Interest on lease liabilities [c]	**8**	12
Net lease cost	**$ 480**	$ 433

[a] Operating lease cost is primarily reported in equipment and other rents in our Consolidated Statements of Income.
[b] Amortization of leased assets is reported in depreciation in our Consolidated Statements of Income.
[c] Interest on lease liabilities is reported in interest expense in our Consolidated Statements of Income.

The following table presents aggregate lease maturities as of December 31, 2023:

Millions	*Operating Leases*	*Finance Leases*	*Total*
2024	$ 361	$ 55	$ 416
2025	375	42	417
2026	296	35	331
2027	237	30	267
2028	199	11	210
After 2028	300	-	300
Total lease payments	$ 1,768	$ 173	$ 1,941
Less: Interest	168	15	183
Present value of lease liabilities	$ 1,600	$ 158	$ 1,758

The following table presents the weighted average remaining lease term and discount rate:

	Dec. 31, 2023
Weighted-average remaining lease term (years)	
Operating leases	5.8
Finance leases	3.5
Weighted-average discount rate (%)	
Operating leases	3.6
Finance leases	4.5

The following table presents other information related to our operating and finance leases for the years ended December 31:

Millions	***2023***	*2022*
Cash paid for amounts included in the measurement of lease liabilities		
Operating cash flows from operating leases	**$ 323**	$ 319
Investing cash flows from operating leases	**33**	31
Operating cash flows from finance leases	**9**	15
Financing cash flows from finance leases	**65**	91
Leased assets obtained in exchange for finance lease liabilities	**-**	-
Leased assets obtained in exchange for operating lease liabilities	**$ 241**	$ 173

17. Commitments and Contingencies

Asserted and Unasserted Claims – Various claims and lawsuits are pending against us and certain of our subsidiaries. We cannot fully determine the effect of all asserted and unasserted claims on our consolidated results of operations, financial condition, or liquidity. We have recorded a liability where asserted and unasserted claims are considered probable and where such claims can be reasonably estimated. We currently do not expect that any known lawsuits, claims, environmental costs, commitments, contingent liabilities, or guarantees will have a material adverse effect on our consolidated results of operations, financial condition, or liquidity after taking into account liabilities and insurance recoveries previously recorded for these matters.

In December 2019, we received a putative class action complaint under the Illinois Biometric Information Privacy Act, alleging violation due to the use of a finger scan system developed and managed by third parties. Union Pacific and the plaintiff are currently in the discovery phase. While we believe that we have strong defenses to the claims made in the complaint and will vigorously defend ourselves, there is no assurance regarding the ultimate outcome. Therefore, the outcome of this litigation is inherently uncertain, and we cannot reasonably estimate any loss or range of loss that may arise from this matter.

Personal Injury – The Federal Employers' Liability Act (FELA) governs compensation for work-related accidents. Under FELA, damages are assessed based on a finding of fault through litigation or out-of-court settlements. We offer a comprehensive variety of services and rehabilitation programs for employees who are injured at work.

Approximately 95% of the recorded liability is related to asserted claims and approximately 5% is related to unasserted claims at December 31, 2023. Because of the uncertainty surrounding the ultimate outcome of personal injury claims, it is reasonably possible that future costs to settle these claims may range from approximately $383 million to $494 million. We record an accrual at the low end of the range as no amount of loss within the range is more probable than any other. Estimates can vary over time due to evolving trends in litigation.

Our personal injury liability activity was as follows:

Millions	***2023***	*2022*	*2021*
Beginning balance	**$ 361**	$ 325	$ 270
Current year accruals	**112**	107	93
Changes in estimates for prior years	**89**	55	48
Payments	**(179)**	(126)	(86)
Ending balance at December 31	**$ 383**	$ 361	$ 325
Current portion, ending balance at December 31	**$ 113**	$ 84	$ 64

Environmental Costs – We are subject to federal, state, and local environmental laws and regulations. We have identified 333 sites where we are or may be liable for remediation costs associated with alleged contamination or for violations of environmental requirements. This includes 32 sites that are the subject of actions taken by the U.S. government, including 20 that are currently on the Superfund National Priorities List. Certain federal legislation imposes joint and several liability for the remediation of identified sites; consequently, our ultimate environmental liability may include costs relating to activities of other parties, in addition to costs relating to our own activities at each site.

Our environmental liability activity was as follows:

Millions		***2023***		*2022*		*2021*
Beginning balance	**$**	**253**	$	243	$	233
Accruals		**99**		84		69
Payments		**(107)**		(74)		(59)
Ending balance at December 31	**$**	**245**	$	253	$	243
Current portion, ending balance at December 31	**$**	**91**	$	67	$	60

The environmental liability includes future costs for remediation and restoration of sites, as well as ongoing monitoring costs, but excludes any anticipated recoveries from third-parties. Cost estimates are based on information available for each site, financial viability of other potentially responsible parties, and existing technology, laws, and regulations. The ultimate liability for remediation is difficult to determine because of the number of potentially responsible parties, site-specific cost sharing arrangements with other potentially responsible parties, the degree of contamination by various wastes, the scarcity and quality of volumetric data related to many of the sites, and the speculative nature of remediation costs. Estimates of liability may vary over time due to changes in federal, state, and local laws governing environmental remediation. Current obligations are not expected to have a material adverse effect on our consolidated results of operations, financial condition, or liquidity.

Insurance – The Company has a consolidated, wholly-owned captive insurance subsidiary (the Captive), that provides insurance coverage for certain risks including general liability, property, cyber, and FELA claims that are subject to reinsurance. The Captive entered into annual reinsurance treaty agreements that insure workers compensation, general liability, auto liability, and FELA risk. The Captive cedes a portion of its FELA exposure through the treaty and assumes a proportionate share of the entire risk. The Captive receives direct premiums, which are netted against the Company's premium costs in other expenses in the Consolidated Statements of Income. The treaty agreements provide for certain protections against the risk of treaty participants' non-performance, and we do not believe our exposure to treaty participants' non-performance is material at this time. We record both liabilities and reinsurance receivables using an actuarial analysis based on historical experience in our Consolidated Statements of Financial Position. Effective January 2019, the Captive insurance subsidiary no longer participates in the reinsurance treaty agreement. The Company established a trust in the fourth quarter of 2018 for the purpose of providing collateral as required under the reinsurance treaty agreement for prior years' participation.

Indemnities – Our maximum potential exposure under indemnification arrangements, including certain tax indemnifications, can range from a specified dollar amount to an unlimited amount, depending on the nature of the transactions and the agreements. Due to uncertainty as to whether claims will be made or how they will be resolved, we cannot reasonably determine the probability of an adverse claim or reasonably estimate any adverse liability or the total maximum exposure under these indemnification arrangements. We do not have any reason to believe that we will be required to make any material payments under these indemnity provisions.

18. Share Repurchase Programs

Effective April 1, 2022, our Board of Directors authorized the repurchase of up to 100 million shares of our common stock by March 31, 2025. As of December 31, 2023, we repurchased a total of 19.6 million shares of our common stock under the 2022 authorization. These repurchases may be made on the open market or through other transactions. Our management has sole discretion with respect to determining the timing and amount of these transactions.

Our previous authorization, which was effective April 1, 2019, through March 31, 2022, was approved by our Board of Directors for up to 150 million shares of common stock. As of March 31, 2022, we repurchased a total of 83.3 million shares of our common stock under the 2019 authorization.

The table below represents shares repurchased under repurchase programs during 2023 and 2022:

	Number of Shares Purchased		*Average Price Paid [a]*	
	2023	*2022*	***2023***	*2022*
First quarter [b]	**2,908,703**	11,014,201	**$203.19**	$ 249.95
Second quarter [c]	**606,581**	3,100,683	**199.81**	232.87
Third quarter	**-**	9,490,339	**-**	221.52
Fourth quarter	**-**	3,501,667	**-**	201.33
Total	**3,515,284**	27,106,890	**$202.61**	$ 231.76
Remaining number of shares that may be repurchased under current authority				80,392,027

[a] In the period of the final settlement, the average price paid under the accelerated share repurchase programs is calculated based on the total program value less the value assigned to the initial delivery of shares. The average price of the completed 2022 accelerated share repurchase programs was $248.32.

[b] Includes 7,012,232 shares repurchased in 2022 under accelerated share repurchase programs.

[c] Includes an incremental 1,847,185 shares received upon final settlement in 2022 under accelerated share repurchase programs.

Management's assessments of market conditions and other pertinent factors guide the timing, manner, and volume of all repurchases. We expect to fund any share repurchases under this program through cash generated from operations, the sale or lease of various operating and non-operating properties, debt issuances, and cash on hand. Open market repurchases are recorded in treasury stock at cost, which includes any applicable commissions, fees, and excise taxes.

Accelerated Share Repurchase Programs – The Company has established accelerated share repurchase programs (ASRs) with financial institutions to repurchase shares of our common stock. These ASRs have been structured so that at the time of commencement, we pay a specified amount to the financial institutions and receive an initial delivery of shares. Additional shares may be received at the time of settlement. The final number of shares to be received is based on the volume weighted average price of the Company's common stock during the ASR term, less a discount and subject to potential adjustments pursuant to the terms of such ASR.

On February 18, 2022, the Company received 7,012,232 shares of its common stock repurchased under ASRs for an aggregate of $2.2 billion. Upon settlement of these ASRs in the second quarter of 2022, we received 1,847,185 additional shares.

ASRs are accounted for as equity transactions, and at the time of receipt, shares are included in treasury stock at fair market value as of the corresponding initiation or settlement date. The Company reflects shares received as a repurchase of common stock in the weighted average common shares outstanding calculation for basic and diluted earnings per share.

19. Related Parties

UPRR and other North American railroad companies jointly own TTX Company (TTX). UPRR has a 37.03% economic and voting interest in TTX while the other North American railroads own the remaining interest. In accordance with ASC 323 *Investments - Equity Method and Joint Venture*, UPRR applies the equity method of accounting to our investment in TTX.

TTX is a rail car pooling company that owns rail cars and intermodal wells to serve North America's railroads. TTX assists railroads in meeting the needs of their customers by providing rail cars in an efficient, pooled environment. All railroads have the ability to utilize TTX rail cars through car hire by renting rail cars at stated rates.

UPRR had $1.8 billion and $1.7 billion recognized as investments related to TTX in our Consolidated Statements of Financial Position as of December 31, 2023 and 2022, respectively. TTX car hire expenses of $399 million in 2023, $402 million in 2022, and $375 million in 2021 are included in equipment and other rents in our Consolidated Statements of Income. In addition, UPRR had accounts payable to TTX of $60 million and $68 million at December 31, 2023 and 2022, respectively.

Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure

None.

Item 9A. Controls and Procedures

As of the end of the period covered by this report, the Corporation carried out an evaluation, under the supervision and with the participation of the Corporation's management, including the Corporation's Chief Executive Officer (CEO) and Executive Vice President and Chief Financial Officer (CFO), of the effectiveness of the design and operation of the Corporation's disclosure controls and procedures pursuant to Exchange Act Rules 13a-15 and 15d-15. In designing and evaluating the disclosure controls and procedures, management recognized that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives. Based upon that evaluation, the CEO and the CFO concluded that, as of the end of the period covered by this report, the Corporation's disclosure controls and procedures were effective to provide reasonable assurance that information required to be disclosed in our Exchange Act reports is recorded, processed, summarized, and reported within the time periods specified by the SEC, and that such information is accumulated and communicated to management, including the CEO and CFO, as appropriate, to allow timely decisions regarding required disclosure.

Additionally, the CEO and CFO determined that there were no changes to the Corporation's internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) during the last fiscal quarter that materially affected, or are reasonably likely to materially affect, the Corporation's internal control over financial reporting.

MANAGEMENT'S ANNUAL REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING

The management of Union Pacific Corporation and Subsidiary Companies (the Corporation) is responsible for establishing and maintaining adequate internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)). The Corporation's internal control system was designed to provide reasonable assurance to the Corporation's management and Board of Directors regarding the preparation and fair presentation of published financial statements.

All internal control systems, no matter how well designed, have inherent limitations. Therefore, even those systems determined to be effective can provide only reasonable assurance with respect to financial statement preparation and presentation.

The Corporation's management assessed the effectiveness of the Corporation's internal control over financial reporting as of December 31, 2023. In making this assessment, it used the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission (COSO) in *Internal Control - Integrated Framework (2013)*. Based on our assessment, management believes that, as of December 31, 2023, the Corporation's internal control over financial reporting is effective based on those criteria.

The Corporation's independent registered public accounting firm has issued an attestation report on the effectiveness of the Corporation's internal control over financial reporting. This report appears on the next page.

February 8, 2024

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Shareholders and Board of Directors of Union Pacific Corporation

Opinion on Internal Control over Financial Reporting

We have audited the internal control over financial reporting of Union Pacific Corporation and Subsidiary Companies (the "Corporation") as of December 31, 2023, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). In our opinion, the Corporation maintained, in all material respects, effective internal control over financial reporting as of December 31, 2023, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by COSO.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated financial statements as of and for the year ended December 31, 2023, of the Corporation and our report dated February 9, 2024, expressed an unqualified opinion on those financial statements.

Basis for Opinion

The Corporation's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying *Management's Annual Report on Internal Control over Financial Reporting*. Our responsibility is to express an opinion on the Corporation's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Corporation in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ Deloitte & Touche LLP

Omaha, Nebraska
February 9, 2024

Item 9B. Other Information

On October 24, 2023, Elizabeth F. Whited, President, adopted a trading plan intended to satisfy Rule 10b5-1(c) to sell up to 7,500 shares of Union Pacific Corporation common stock, of which 7,500 are to be acquired upon the exercise of vested stock options, between February 14, 2024, and April 18, 2024, subject to certain conditions.

On December 15, 2023, Todd M. Rynaski, Senior Vice President and Chief Accounting, Risk, and Compliance Officer, adopted a trading plan intended to satisfy Rule 10b5-1(c) to sell up to 5,271 shares of Union Pacific Corporation common stock, of which 5,271 are to be acquired upon the exercise of vested stock options, between March 15, 2024, and September 16, 2024, subject to certain conditions.

Item 9C. Disclosure Regarding Foreign Jurisdictions that Prevent Inspections

Not applicable.

PART III

Item 10. Directors, Executive Officers, and Corporate Governance

(a) Directors of Registrant.

Information as to the names, ages, positions, and offices with UPC, terms of office, periods of service, business experience during the past five years, and certain other directorships held by each director or person nominated to become a director of UPC is set forth in the Election of Directors segment of the Proxy Statement and is incorporated herein by reference.

Information concerning our Audit Committee and the independence of its members, along with information about the audit committee financial expert(s) serving on the Audit Committee, is set forth in the Audit Committee segment of the Proxy Statement and is incorporated herein by reference.

(b) Executive Officers of Registrant.

Information concerning the executive officers of UPC and its subsidiaries is presented in Part I of this report under Information About Our Executive Officers and Principal Executive Officers of Our Subsidiaries.

(c) Delinquent Section 16(a) Reports.

Information concerning compliance with Section 16(a) of the Securities Exchange Act of 1934 is set forth in the Delinquent Section 16(a) Reports segment of the Proxy Statement and is incorporated herein by reference.

(d) Code of Ethics for Chief Executive Officer and Senior Financial Officers of Registrant.

The Board of Directors of UPC has adopted the UPC Code of Ethics for the Chief Executive Officer and Senior Financial Officers (the Code). A copy of the Code may be found on the Internet at our website www.up.com/investor/governance. We intend to disclose any amendments to the Code or any waiver from a provision of the Code on our website.

Item 11. Executive Compensation

Information concerning compensation received by our directors and our named executive officers is presented in the Compensation Discussion and Analysis, Summary Compensation Table, Grants of Plan-Based Awards in Fiscal Year 2023, Outstanding Equity Awards at 2023 Fiscal Year-End, Option Exercises and Stock Vested in Fiscal Year 2023, Pension Benefits at 2023 Fiscal Year-End, Nonqualified Deferred Compensation at 2023 Fiscal Year-End, Potential Payments Upon Termination or Change in Control and Director Compensation in Fiscal Year 2023 segments of the Proxy Statement and is incorporated herein by reference. Additional information regarding compensation of directors, including Board committee members, is set forth in the By-Laws of UPC and the Stock Unit Grant and Deferred Compensation Plan for the Board of Directors, both of which are included as exhibits to this report. Information regarding the Compensation and Benefits Committee is set forth in the Compensation Committee segment of the Proxy Statement and is incorporated herein by reference.

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters

Information as to the number of shares of our equity securities beneficially owned by each of our directors and nominees for director, our named executive officers, our directors and executive officers as a group, and certain beneficial owners is set forth in the Security Ownership of Certain Beneficial Owners and Management segment of the Proxy Statement and is incorporated herein by reference.

The following table summarizes the equity compensation plans under which UPC common stock may be issued as of December 31, 2023:

	(a)	*(b)*	*(c)*
Plan Category	*Number of securities to be issued upon exercise of outstanding options, warrants and rights*	*Weighted-average exercise price of outstanding options, warrants and rights*	*Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a))*
Equity compensation plans approved by security holders	2,438,300 [1]	$ 147.06 [1]	31,979,909 [2]
Total	2,438,300	$ 147.06	31,979,909

[1] Includes 366,046 retention units that do not have an exercise price. Does not include 954,405 retention shares that have been issued and are outstanding.
[2] Does not include the retention units or retention shares described above in footnote [1].

Item 13. Certain Relationships and Related Transactions, and Director Independence

Information on related transactions is set forth in the Related Party Policy and Procedures segment of the Proxy Statement and is incorporated herein by reference. We do not have any relationship with any outside third-party that would enable such a party to negotiate terms of a material transaction that may not be available to, or available from, other parties on an arm's-length basis.

Information regarding the independence of our directors is set forth in the Director Independence segment of the Proxy Statement and is incorporated herein by reference.

Item 14. Principal Accountant Fees and Services

Information concerning the fees billed by our independent registered public accounting firm and the nature of services comprising the fees for each of the two most recent fiscal years in each of the following categories: (a) audit fees, (b) audit-related fees, (c) tax fees, and (d) all other fees, is set forth in the Independent Registered Public Accounting Firm's Fees and Services segment of the Proxy Statement and is incorporated herein by reference.

Information concerning our Audit Committee's policies and procedures pertaining to pre-approval of audit and non-audit services rendered by our independent registered public accounting firm is set forth in the Pre-approval of Audit and Non-Audit Services Policy segment of the Proxy Statement and is incorporated herein by reference.

PART IV

Item 15. Exhibit and Financial Statement Schedules

(a) Financial Statements, Financial Statement Schedules, and Exhibits:

(1) Financial Statements

The financial statements filed as part of this filing are listed on the index to the Financial Statements and Supplementary Data, Item 8, on page 40.

(2) Financial Statement Schedules

Schedules have been omitted because they are not applicable or not required or the information required to be set forth therein is included in the Financial Statements and Supplementary Data, Item 8, or notes thereto.

(3) Exhibits

Exhibits are listed in the exhibit index beginning on page 76. The exhibits include management contracts, compensatory plans and arrangements required to be filed as exhibits to the Form 10-K by Item 601 (10) (iii) of Regulation S-K.

UNION PACIFIC CORPORATION
Exhibit Index

Exhibit No.	Description
Filed with this Statement	
10(a)†	Form of Performance Stock Unit Agreement dated February 8, 2024.
10(b)†	Form of Non-Qualified Stock Option Agreement for Executives dated February 8, 2024.
10(c)†	Performance Stock Unit Agreement dated February 8, 2024, for V. James Vena.
10(d)†	Non-Qualified Option Agreement dated February 8, 2024, for V. James Vena.
10(e)†	Supplemental Pension Plan for Officers and Managers (409A Non-Grandfathered Component) of Union Pacific Corporation and Affiliates, as amended November 1, 2023.
21	List of the Corporation's significant subsidiaries and their respective states of incorporation.
23	Independent Registered Public Accounting Firm's Consent.
24	Powers of attorney executed by the directors of UPC.
31(a)	Certifications Pursuant to Rule 13a-14(a), of the Exchange Act, as Adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 - V. James Vena.
31(b)	Certifications Pursuant to Rule 13a-14(a), of the Exchange Act, as Adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 - Jennifer L. Hamann.
32	Certifications Pursuant to 18 U.S.C. Section 1350, as Adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 - V. James Vena and Jennifer L. Hamann.

101	The following financial and related information from Union Pacific Corporation's Annual Report on Form 10-K for the year ended December 31, 2023 (filed with the SEC on February 9, 2024), formatted in Inline Extensible Business Reporting Language (iXBRL) includes (a) Consolidated Statements of Income for the years ended December 31, 2023, 2022, and 2021, (b) Consolidated Statements of Comprehensive Income for the years ended December 31, 2023, 2022, and 2021, (c) Consolidated Statements of Financial Position at December 31, 2023 and 2022, (d) Consolidated Statements of Cash Flows for the years ended December 31, 2023, 2022, and 2021, (e) Consolidated Statements of Changes in Common Shareholders' Equity for the years ended December 31, 2023, 2022, and 2021, and (f) the Notes to the Consolidated Financial Statements.
104	Cover Page Interactive Data File, formatted in Inline XBRL (contained in Exhibit 101).

Incorporated by Reference

3(a)	Restated Articles of Incorporation of UPC, as amended and restated through June 27, 2011, and as further amended May 15, 2014, are incorporated herein by reference to Exhibit 3(a) to the Corporation's Quarterly Report on Form 10-Q for the quarter ended June 30, 2014.
3(b)	By-Laws of UPC, as amended, effective November 19, 2015, are incorporated herein by reference to Exhibit 3.2 to the Corporation's Current Report on Form 8-K dated November 19, 2015.
4(a)	Description of securities registered under Section 12 of the Exchange Act is incorporated herein by reference to Exhibit 4(a) to the Corporation's Annual Report on Form 10-K for the year ended December 31, 2019.
4(b)	Indenture, dated as of December 20, 1996, between UPC and Wells Fargo Bank, National Association, as successor to Citibank, N.A., as Trustee, is incorporated herein by reference to Exhibit 4.1 to UPC's Registration Statement on Form S-3 (No. 333-18345).
4(c)	Indenture, dated as of April 1, 1999, between UPC and The Bank of New York, as successor to JP Morgan Chase Bank, formerly The Chase Manhattan Bank, as Trustee, is incorporated herein by reference to Exhibit 4.2 to UPC's Registration Statement on Form S-3 (No. 333-75989).
4(d)	Form of 4.750% Note due 2026 is incorporated by reference to Exhibit 4.1 to the Corporation's Current Report on Form 8-K dated February 21, 2023.
4(e)	Form of 4.950% Note due 2053 is incorporated by reference to Exhibit 4.2 to the Corporation's Current Report on Form 8-K dated February 21. 2023.
	Certain instruments evidencing long-term indebtedness of UPC are not filed as exhibits because the total amount of securities authorized under any single such instrument does not exceed 10% of the Corporation's total consolidated assets. UPC agrees to furnish the Commission with a copy of any such instrument upon request by the Commission.
10(f)†	Transition and Separation Agreement between the Corporation, the Railroad and Lance M. Fritz dated August 11, 2023, is incorporated by reference to Exhibit 10.1 to the Corporation's Current Report on Form 8-K dated August 11, 2023.
10(g)†	Union Pacific Corporation Key Employee Continuity Plan, as amended December 10, 2021, is incorporated herein by reference to Exhibit 10(c) to the Corporation's Annual Report on Form 10-K for the year ended December 31, 2021.

10(h)†	Supplemental Thrift Plan (409A Grandfathered Component) of Union Pacific Corporation, as amended March 1, 2013, is incorporated herein by reference to Exhibit 10(d) to the Corporation's Quarterly Report on Form 10-Q for the quarter ended March 31, 2013.
10(i)†	Supplemental Thrift Plan (409A Non-Grandfathered Component) of Union Pacific Corporation, as amended January 1, 2018, is incorporated herein by reference to Exhibit 10(d) to the Corporation's Annual Report on Form 10-K for the year ended December 31, 2017.
10(j)†	Supplemental Pension Plan for Officers and Managers (409A Grandfathered Component) of Union Pacific Corporation and Affiliates, as amended February 1, 2013, and March 1, 2013 is incorporated herein by reference to Exhibit 10(f) to the Corporation's Quarterly Report on Form 10-Q for the quarter ended March 31, 2013.
10(k)†	Deferred Compensation Plan (409A Grandfathered Component) of Union Pacific Corporation, as amended March 1, 2013, is incorporated herein by reference to Exhibit 10(b) to the Corporation's Quarterly Report on Form 10-Q for the quarter ended March 31, 2013.
10(l)†	Deferred Compensation Plan (409A Non-Grandfathered Component) of Union Pacific Corporation, as amended December 9, 2020, is incorporated herein by reference to Exhibit 10(c) to the Corporation's Annual Report on Form 10-K for the year ended December 31, 2020.
10(m)†	Union Pacific Corporation 2000 Directors Plan, effective as of April 21, 2000, as amended November 16, 2006, January 30, 2007 and January 1, 2009 is incorporated herein by reference to Exhibit 10(j) to the Corporation's Annual Report on Form 10-K for the year ended December 31, 2008.
10(n)†	Union Pacific Corporation Stock Unit Grant and Deferred Compensation Plan for the Board of Directors (409A Non-Grandfathered Component), effective as of January 1, 2009 is incorporated herein by reference to Exhibit 10(k) to the Corporation's Annual Report on Form 10-K for the year ended December 31, 2008.
10(o)†	Union Pacific Corporation Stock Unit Grant and Deferred Compensation Plan for the Board of Directors (409A Grandfathered Component), as amended and restated in its entirety, effective as of January 1, 2009 is incorporated herein by reference to Exhibit 10(l) to the Corporation's Annual Report on Form 10-K for the year ended December 31, 2008.
10(p)†	Union Pacific Corporation 2013 Stock Incentive Plan, effective May 16, 2013, as amended effective as of January 1, 2020 is incorporated herein by reference to Exhibit 10(d) to the Corporation's Annual Report on Form 10-K for the year ended December 31, 2019.
10(q)†	Union Pacific Corporation Executive Incentive Plan, effective May 5, 2005, amended and restated effective January 1, 2020 is incorporated herein by reference to Exhibit 10(e) to the Corporation's Annual Report on Form 10-K for the year ended December 31, 2019.

10(r)†	Union Pacific Corporation 2021 Stock Incentive Plan, effective as of May 13, 2021 is incorporated by reference to Exhibit 99.1 to the Corporation's Form S-8 dated May 25, 2021.
10(s)	Amended and Restated Registration Rights Agreement, dated as of July 12, 1996, among UPC, UP Holding Company, Inc., Union Pacific Merger Co. and Southern Pacific Rail Corporation (SP) is incorporated herein by reference to Annex J to the Joint Proxy Statement/Prospectus included in Post-Effective Amendment No. 2 to UPC's Registration Statement on Form S-4 (No. 33-64707).
10(t)	Agreement, dated September 25, 1995, among UPC, UPRR, Missouri Pacific Railroad Company (MPRR), SP, Southern Pacific Transportation Company (SPT), The Denver & Rio Grande Western Railroad Company (D&RGW), St. Louis Southwestern Railway Company (SLSRC) and SPCSL Corp. (SPCSL), on the one hand, and Burlington Northern Railroad Company (BN) and The Atchison, Topeka and Santa Fe Railway Company (Santa Fe), on the other hand, is incorporated by reference to Exhibit 10.11 to UPC's Registration Statement on Form S-4 (No. 33-64707).
10(u)	Supplemental Agreement, dated November 18, 1995, between UPC, UPRR, MPRR, SP, SPT, D&RGW, SLSRC and SPCSL, on the one hand, and BN and Santa Fe, on the other hand, is incorporated herein by reference to Exhibit 10.12 to UPC's Registration Statement on Form S-4 (No. 33-64707).
10(v)†	Form of Non-Qualified Stock Option Agreement for Executives is incorporated herein by reference to Exhibit 10(c) to the Corporation's Annual Report on Form 10-K for the year ended December 31, 2013.
10(w)†	Form of 2021 Long Term Plan Stock Unit Agreement is incorporated herein by reference to Exhibit 10(a) to the Corporation's Annual Report on Form 10-K for the year ended December 31, 2020.
10(x)†	Form of 2022 Long Term Plan Stock Unit Agreement is incorporated herein by reference to Exhibit 10(a) to the Corporation's Annual Report on Form 10-K for the year ended December 31, 2021.
10(y)†	Form of 2023 Long Term Plan Stock Unit Agreement is incorporated herein by reference to Exhibit 10(a) to the Corporation's Annual Report on Form 10-K for the year ended December 31, 2022.
10(z)†	Executive Incentive Plan (2005) - Deferred Compensation Program, dated December 21, 2005 is incorporated herein by reference to Exhibit 10(g) to the Corporation's Annual Report on Form 10-K for the year ended December 31, 2005.
97	Union Pacific Corporation Policy for Recoupment of Certain Compensation, amended and restated effective October 2, 2023, is incorporated by reference to Exhibit 10(a) to the Corporation Quarterly Report on Form 10-Q for the quarter ended September 30, 2023.

† Indicates a management contract or compensatory plan or arrangement.

Item 16. Form 10-K Summary

None.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized, on this 9th day of February, 2024.

UNION PACIFIC CORPORATION

By /s/ V. James Vena
V. James Vena,
Chief Executive Officer
Union Pacific Corporation

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below, on this 9th day of February, 2024, by the following persons on behalf of the registrant and in the capacities indicated.

PRINCIPAL EXECUTIVE OFFICER
AND DIRECTOR:

By /s/ V. James Vena
V. James Vena,
Chief Executive Officer
Union Pacific Corporation

PRINCIPAL FINANCIAL OFFICER:

By /s/ Jennifer L. Hamann
Jennifer L. Hamann
Executive Vice President and
Chief Financial Officer

PRINCIPAL ACCOUNTING OFFICER:

By /s/ Todd M. Rynaski
Todd M. Rynaski,
Senior Vice President and
Chief Accounting, Risk, and
Compliance Officer

DIRECTORS:

William J. DeLaney*
David B. Dillon*
Sheri H. Edison*
Teresa M. Finley*
Deborah C. Hopkins*
Jane H. Lute*
Michael R. McCarthy*
Doyle R. Simons*
John K. Tien*
John P. Wiehoff*
Christopher J. Williams*

* By /s/ Craig V. Richardson
Craig V. Richardson, Attorney-in-fact

UNION PACIFIC CORPORATION
GRANT NOTICE FOR 2021 STOCK INCENTIVE PLAN
PERFORMANCE STOCK UNITS

FOR GOOD AND VALUABLE CONSIDERATION, Union Pacific Corporation (the "Company"), hereby grants to Participant named below (for purposes hereof, references herein to "you" or "your" shall refer to such Participant) the number of Stock Units specified below (the "Award"), upon the terms and subject to the conditions set forth in this Grant Notice, the Union Pacific Corporation 2021 Stock Incentive Plan (the "Plan"), the Standard Terms and Conditions (the "Standard Terms and Conditions") adopted under such Plan and described in this Grant Notice, and the Union Pacific Corporation Long Term Plan (the "Long Term Plan") approved and adopted by the Compensation and Benefits Committee of the Company's Board of Directors (the "Committee"), and the Policy for Recoupment of Certain Compensation, each as amended from time to time. In addition, if you become eligible for and entitled to severance benefits under a broad based severance pay policy of the Company that include waiver of the continuous employment requirement applicable to the Stock Units (the "Severance Policy"), the Award also shall be subject to the terms of such Severance Policy.

Each Stock Unit subject to this Award represents the right to receive one share of the Company's common stock, par value $2.50 (the "Common Stock"), subject to the conditions set forth in this Grant Notice, the Plan, the Standard Terms and Conditions, and the Long Term Plan. This Award is granted pursuant to the Plan and the Long Term Plan and is subject to and qualified in its entirety by the Standard Terms and Conditions.

Name of Participant:	
Grant Date:	February 8, 2024
Grant Number:	
Target Number of Stock Units subject to the Award: **The maximum number of stock units subject to the award is two times the amount shown.** The participant is eligible to receive up to the maximum number of stock units in accordance with the program design in the Long Term Plan Summary. The actual number of shares paid, if any, depends on the achievement level of the applicable performance criteria.	
Restriction Period:	3 years
Restriction Period Commencement Date:	February 8, 2024
Restriction Period Termination Date:	February 8, 2027

By electronically accepting this Award, you acknowledge that you have received and read, and agree that this Award shall be subject to, the terms of this Grant Notice, the Plan, the Standard Terms and Conditions, and the Long Term Plan (including, but not limited to, the Committee's discretionary authority under the Long Term Plan to determine the number of Stock Units payable with respect to the Award) and, if applicable, the Severance Policy (including, but not limited to, the Severance Policy's requirement, if any, that you execute a general release of employment-related claims) and the Policy for Recoupment of Certain Compensation. You also hereby consent to the delivery of information (including, without limitation, information required to be delivered to you pursuant to applicable securities laws) regarding the Company and the Subsidiaries, the Plan, and the Stock Units via Company website or other electronic delivery.

YOU HAVE ONE HUNDRED AND EIGHTY (180) DAYS FROM THE GRANT DATE SET FORTH IN THIS GRANT NOTICE TO ELECTRONICALLY ACCEPT THIS AWARD AND THE STANDARD TERMS AND CONDITIONS. IF YOU DO NOT ACCEPT THIS AWARD AND THE STANDARD TERMS AND CONDITIONS IN THE APPLICABLE 180 DAY PERIOD, YOU WILL ***FORFEIT*** THE PERFORMANCE STOCK UNITS THAT ARE THE SUBJECT OF THIS AWARD.

UNION PACIFIC CORPORATION
STANDARD TERMS AND CONDITIONS FOR
PERFORMANCE STOCK UNITS

These Standard Terms and Conditions apply to the Award of performance stock units granted pursuant to the Union Pacific Corporation 2021 Stock Incentive Plan, as amended from time to time (the "Plan"), which are evidenced by a Grant Notice that specifically refers to these Standard Terms and Conditions. In addition to these Standard Terms and Conditions, the performance stock units shall be subject to the terms of the Plan and the Long-Term Plan and, if applicable, the Severance Policy and the Policy for Recoupment of Certain Compensation, each as amended from time to time, which are incorporated into these Standard Terms and Conditions by reference. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Plan. For purposes of these Standard Terms and Conditions and the Grant Notice, any reference to the Company (as defined below) shall include a reference to any Subsidiary. Additionally, for purposes of these Standard Terms and Conditions, references in these Standard Terms and Conditions to "you" or "your" shall refer to the Participant named in the Grant Notice provided to said Participant herewith (the "Grant Notice"), and such Participant's heirs and beneficiaries.

By electronically accepting the Award and these Standard Terms and Conditions, you acknowledge and agree to be bound by the following, which will survive your termination from employment and the vesting or forfeiture of this Award:

PERFORMANCE STOCK UNITS

1. TERMS OF PERFORMANCE STOCK UNITS

Union Pacific Corporation, a Utah corporation (the "Company"), has granted to you an award of a target number of performance stock units that may be earned at between 0% and 200% of the specified target level (the "Award" or the "Stock Units") specified in the Grant Notice. Each Stock Unit represents the right to receive (i) one share of the Company's common stock, $2.50 par value per share (the "Common Stock") and (ii) a payment in cash equal to the amount of dividends that would have been payable on one share of Common Stock had you owned such Common Stock from the Grant Date specified in the Grant Notice through the payment date for such Stock Units ("Dividend Equivalent Payments"), in each case to the extent that the applicable Performance Criteria described below have been satisfied. The Award is subject to the terms and conditions set forth in the Grant Notice, these Standard Terms and Conditions, the Plan, the Long Term Plan and, if applicable, the Severance Policy and the Policy for Recoupment of Certain Compensation, each as amended from time to time.

2. VESTING OF PERFORMANCE STOCK UNITS

The Award shall not be vested as of the Grant Date set forth in the Grant Notice and shall be forfeitable until the end of the Restriction Period as set forth in the Grant Notice (the "Restriction Period Termination Date"), unless otherwise provided under these Standard Terms and Conditions and, for the avoidance of doubt, specifically subject to Section 3 hereof. After the end of the Restriction Period, subject to your continued employment with the Company through the Restriction Period Termination Date and to termination or acceleration as provided in these Standard Terms and Conditions, the Plan, the Long Term Plan and, if applicable, the Severance Policy, and to the extent certified by the Committee as described below, the Award (including related Dividend Equivalent Payments) shall become vested as of the Restriction Period Termination Date with respect to that number of Stock Units determined by the Committee to be paid pursuant to the Award. Unless the Committee shall determine otherwise, a period in which you are on a leave of absence during the Restriction Period in accordance with a leave of absence policy adopted by the Company shall count toward satisfaction of the Restriction Period.

3. PERFORMANCE CRITERIA

The "Performance Criteria" are average annual Return on Invested Capital ("ROIC") and relative Operating Income Growth ("OIG"). The definition and calculation of annual ROIC and relative OIG shall be determined in accordance with the Long-Term Plan.

You may earn Stock Units at the conclusion of the Restriction Period (or such earlier time as may be provided in Section 6) based on the Company's satisfaction of the Performance Criteria in accordance with the ROIC targets and payout schedule and the relative OIG targets and payout schedule approved by the Committee, as determined and certified by the Committee (or the Committee's delegate) in its sole discretion (the "Certification Date"). To the extent certified by the Committee, you may earn up to two times the Stock Unit Target Award as shown on the Grant Notice based on the average of all three fiscal years (2024, 2025 and 2026) of ROIC performance achieved and the Company's relative OIG percentile ranking (which is based on the Company's OIG performance over the three fiscal year period as compared to the OIG performance over that period of the constituent companies of the S&P 100 Industrials Index and Class I Railroads as set forth in the Long Term Plan), as determined and certified by the Committee (or the Committee's delegate) in its sole discretion. Notwithstanding the foregoing, the Committee retains the discretion under the Long-Term Plan to determine the number of Stock Units payable with respect to your Award.

4. DIVIDEND EQUIVALENT PAYMENTS

You are not entitled to receive cash dividends on the Stock Units, but will receive Dividend Equivalent Payments in an amount equal to the value of the cash dividends that would have been paid (based on the record date for such dividends) on the number of shares of Common Stock equal to the number of Stock Units which are earned (as determined by the Committee) based on the achievement of the applicable Performance Criteria as if such shares had been outstanding between the Grant Date and the payment date of such shares of Common Stock. Dividend Equivalent Payments shall not be adjusted for interest, earnings or assumed reinvestment. Except as provided in the immediately following paragraph, Dividend Equivalent Payments shall be paid to you at the time the earned shares of Common Stock to which those Dividend Equivalent Payments relate are delivered (or would be delivered in the absence of a deferral election made by you as described in Section 6(vii)) under Section 6(i) – (vi), as applicable. Distribution of Dividend Equivalent Payments shall be subject to the Company's collection of all tax withholding obligations applicable to such distribution. No Dividend Equivalent Payment shall be paid or distributed on Stock Units (or shares underlying the Stock Units) that are forfeited or that otherwise do not vest and are not issued or issuable under the Award.

If you have elected to defer receipt of earned Stock Units in accordance with the terms of the Deferred Compensation Plan of Union Pacific Corporation (the "Deferred Compensation Plan"), Dividend Equivalent Payments with respect to such earned and deferred Stock Units which relate to dividends paid on and after the date of the deferral of such Stock Units (i.e., the date that the Stock Units would have been payable to you under the Plan had such Stock Units not been deferred under the Company's Deferred Compensation Plan) shall be credited as part of the Award Account (as defined in the Deferred Compensation Plan) under the Company's Deferred Compensation Plan, and shall be deferred for payment at the same time as the Award Account is paid under the terms of the Company's Deferred Compensation Plan.

Notwithstanding the foregoing, the Company may delay payment of a Dividend Equivalent Payment as described in Section 6(viii) hereof.

5. RESTRICTIONS

Unless provided otherwise by the Committee, the following restrictions apply to the Stock Units:

(i) You shall be entitled to delivery of the shares of Common Stock underlying the Stock Units only as specified in Section 6 hereof;

(ii) All of the Stock Units shall be forfeited and all of your rights to such Stock Units and the right to receive Common Stock (and related Dividend Equivalent Payments) shall terminate without further obligation on the part of the Company in the event of your Separation from Service with the Company without having a right to delivery of shares of Common Stock under Section 6 hereof; and

(iii) Any Stock Units not earned as of the Restriction Period Termination Date shall be forfeited and all of your rights to such Stock Units, including any Dividend Equivalent Payments, shall terminate without further obligation on the part of the Company.

6. ACCELERATION/LAPSE OF RESTRICTION PERIOD

Unless determined otherwise by the Committee and subject to Sections 6(vii) and 6(viii) hereof, the Stock Units shall be treated as follows:

(i) Following the end of the Restriction Period and provided you have remained continuously employed by the Company through the Restriction Period Termination Date and absent any Change of Control before the Restriction Period Termination Date in which the acquiring or surviving company in the transaction does not assume or continue the outstanding Stock Units, shares of Common Stock equal to the number of Stock Units which are earned (as determined by the Committee) based on the achievement of the applicable Performance Criteria shall be delivered to you (through your account at the Company's third party stock plan administrator, if applicable) free of all restrictions except subject to the covenants contained in these Standard Terms and Conditions. The payment of the Stock Units under this Section 6(i) shall be made to you within thirty (30) days of the Restriction Period Termination Date, but in no event later than the last day of the calendar year that includes the Restriction Period Termination Date.

(ii) If you: (A) have a Separation from Service with the Company due to (1) death, or (2) Retirement (as such term is defined below in this Section 6(ii)) (including a Separation from Service for the reason described in Section 6(v) hereof on or after the date you satisfy the age and service criteria for Retirement); or (B) are determined to be disabled under the provisions of an applicable long-term disability plan of the Company ("Disability") (each a "Lapse Event"), prior to the Restriction Period Termination Date and prior to a Change in Control in which the acquiring or surviving company in the transaction does not assume or continue the outstanding Stock Units, you, your estate or your beneficiary, as applicable (each a "Payee"), shall be entitled to receive shares of Common Stock equal to the number of Stock Units which are earned (as determined by the Committee) based on the average of all three fiscal years (2024, 2025 and 2026) of the applicable ROIC and relative OIG performance achieved, prorated based on the number of fiscal years in the Restriction Period during which you remained continuously employed by the Company until September 30th of that year (*e.g.*, if your Lapse Event occurs on or after September 30, 2024, then the Payee would be entitled to receive payment for 33 1/3% of the earned Stock Units; if your Lapse Event occurs on or after September 30, 2025, then the Payee would be entitled to receive payment for 66 2/3% of the earned Stock Units; and if your Lapse Event occurs on or after September 30, 2026, then the Payee would be entitled to receive payment for 100% of the earned Stock Units). The payment of the Stock Units earned under this Section 6(ii) shall be made within thirty (30) days of the Restriction Period Termination Date, but in no event later than the last day of the calendar year that includes the Restriction Period Termination Date. The Stock Units paid in accordance with this Section 6(ii) remain subject to the covenants contained in these Standard Terms and Conditions. If you have a Lapse Event and subsequently return to employment with the Company before the end of the Restriction Period, you will not be eligible to earn additional Stock Units beyond those described in this Section 6(ii). "Retirement" shall mean a Separation from Service after having attained age 62 with at least 10 years of vesting service. For this purpose, vesting service shall be calculated by applying the rules for determining "Vesting Service" under the Pension Plan for Salaried Employees of Union Pacific Corporation and Affiliates ("UPC Pension Plan"), regardless of whether you were ever a participant in the UPC Pension Plan.

(iii) Upon the occurrence of a Change in Control in which the acquiring or surviving company in the transaction does not assume or continue the outstanding Stock Units and such Change in Control occurs prior to both your Separation from Service for any reason and the Restriction Period Termination Date, shares of Common Stock equal to the number of Stock Units which are earned (as determined by the Committee) based on achievement of the applicable Performance Criteria through the end of each fiscal year ending prior to the occurrence of such Change in Control and through the end of the most recent fiscal quarter ending prior to the date of the Change in Control shall be delivered to you (through your account at the Company's third party administrator, if applicable) free of all restrictions except subject to the covenants contained in these Standard Terms and Conditions. No additional Stock Units granted as part of the Award may be earned following the Change in Control. Shares of Common Stock to which you are entitled pursuant to this Section 6(iii) shall be delivered as soon as administratively practicable following the date on which the Change in Control occurs, but in no event later than two and one-half (2½) months following the end of the calendar year that includes the date on which the Change in Control occurs.

(iv) Except as provided in Section 6(v) hereof, in the event you have a Separation from Service with the Company prior to both you having satisfied the age and service criteria for Retirement and the Restriction Period Termination Date and, as a result of such Separation from Service, you are eligible for and entitled to payment of severance benefits under the provisions of a Severance Policy that include waiver of the continuous employment requirement applicable to the Stock Units, shares of Common Stock equal to the number or portion of the Stock Units determined under such Severance Policy, which are earned (as determined by the Committee) based on achievement of the Performance Criteria through the end of the fiscal year 2024, 2025 or 2026 (or portion thereof), as established under the Severance Policy, and for which the continuous employment requirement has been waived under the Severance Policy shall be delivered to you (through your account at the Company's third party stock plan administrator, if applicable) free of all restrictions except subject to the covenants contained in these Standard Terms and Conditions. The payment of the Stock Units under this Section 6(iv) shall be made at the time designated under the Severance Policy, but in no event later than two and one-half (2½) months following the end of the calendar year that includes the date on which the Separation from Service occurs.

(v) If you have not satisfied the age and service criteria for Retirement and have a Separation from Service prior to the Restriction Period Termination Date because your employment is involuntarily terminated by the Company (other than a termination as a result of your Disability, cause or gross misconduct as determined by the Committee), within twenty-four (24) months following a Change in Control, shares of Common Stock equal to the number of Stock Units which are earned (as determined by the Committee) based on achievement of the applicable Performance Criteria through the end of each fiscal year ending prior to the occurrence of such Change in Control and through the end of the most recent fiscal quarter ending prior to the date of the Change in Control shall be delivered to you (through your account at the Company's third party administrator, if applicable) free of all restrictions except subject to the covenants contained in these Standard Terms and Conditions. The payment of the Stock Units under this Section 6(v) shall be made as soon as administratively practicable following your Separation from Service, but in no event later than two and one-half (2½) months following the end of the calendar year that includes the date on which the Separation from Service occurs.

(vi) Except as otherwise provided in this Section 6, all of the Stock Units shall be forfeited and all of your rights to such Stock Units shall terminate without further obligation on the part of the Company unless you remain in the continuous employment of the Company (such continuous employment shall, for this purpose, include a period of time during which you are absent from active employment in accordance with a leave of absence policy adopted by the Company) until the earlier of the Restriction Period Termination Date or a Change in Control in which the acquiring or surviving company in the transaction does not assume or continue the outstanding Stock Units. Notwithstanding the foregoing, the Committee may, if it finds that the circumstances in the particular case so warrant and subject to your satisfaction of any conditions the Company may require, allow you, even if you cease to be so continuously employed and have a Separation from Service prior to the earlier of the Restriction Period Termination Date or such Change in Control, to vest in some or all of the Stock Units which are earned (as determined by the Committee) based on achievement of the applicable Performance Criteria through the end of the fiscal year ending prior to the year in which such Separation from Service occurs. In such event, the payment of the Stock Units under this Section 6(vi) shall be made as soon as administratively practicable following the date on which the Committee authorizes such payment, but in no event later than two and one-half (2½) months following the end of the calendar year that includes the date on which your Separation from Service occurs. The Stock Units paid in accordance with this Section 6(vi) remain subject to the covenants contained in these Standard Terms and Conditions.

(vii) Notwithstanding the foregoing, you may elect to defer receipt of payment of shares underlying the Stock Units to the extent and according to the terms, if any, provided by the Deferred Compensation Plan. If you so elect to defer payment of shares underlying the Stock Units, such payments will be made in accordance with the Deferred Compensation Plan and with any payments of Dividend Equivalent Payments made in accordance with the provisions of Section 4.

(viii) Notwithstanding the foregoing, the Company shall not be obligated to deliver any shares of Common Stock during any period when the Company determines that the delivery of shares hereunder would: (A) violate any federal, state or other applicable laws and/or may issue shares subject to any restrictive legend that, as determined by the Company's counsel, is necessary to comply with securities or other regulatory requirements; or (B) result in the reduction or elimination of the Company's deduction under Internal Revenue Code section 162(m) with respect to such delivery of shares. Furthermore, the date on which shares are delivered to you (and any Dividend Equivalent Payment thereon) may include a delay to provide the Company such time as it determines appropriate to calculate and certify the extent to which the Performance Criteria were satisfied and to calculate and address tax withholding and/or other administrative matters; provided, however, that delivery of shares of Common Stock underlying the Stock Units (including any Dividend Equivalent Payments) for Stock Units that are determined to be exempt from the requirements of Internal Revenue Code § 409A shall in all events be made at a time that satisfies the "short-term deferral" exception described in Treas. Reg. section 1.409A-1(b)(4) and for Stock Units subject to Internal Revenue Code section 409A shall in all events be made at a time that satisfies Treas. Reg. 1.409A-2(b)(7).

7. PROTECTION OF CONFIDENTIAL INFORMATION AND TRADE SECRETS

A. CONFIDENTIAL INFORMATION AND TRADE SECRETS

You acknowledge that the Company regards certain information relating to its business and operations as confidential. This includes all confidential and proprietary information concerning the assets, business or affairs of the Company or any customers thereof ("Confidential Information"). You further acknowledge that the Company has certain information that derives economic value from not being known to the general public or to others who could obtain economic value from its disclosure or use, which the Company takes reasonable efforts to protect the secrecy of ("Trade Secrets").

B. TYPES OF CONFIDENTIAL INFORMATION OR TRADE SECRETS

You acknowledge that you developed and/or obtained, or have had and will in the future continue to have access to one or more of the following types of Confidential Information or Trade Secrets: information about rates or costs; customer or supplier agreements and negotiations; business opportunities; scheduling and delivery methods; business and marketing plans; financial information or plans; communications within the attorney-client privilege or other privileges; operating procedures and methods; construction methods and plans; proprietary computer systems design, programming or software; strategic plans; succession plans; proprietary company training programs; employee performance, compensation or benefits; negotiations or strategies relating to collective bargaining agreements and/or labor disputes; and policies and internal or external claims or complaints regarding personal injuries, employment laws or policies, environmental protection, or hazardous materials. You agree that any unauthorized disclosures by you to any third party of such Confidential Information or Trade Secrets would constitute gross misconduct.

Notwithstanding the foregoing, in accordance with the Defend Trade Secrets Act of 2016, you will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a Trade Secret that is made (i) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

C. AGREEMENT TO MAINTAIN CONFIDENTIAL INFORMATION

You agree to not, unless you received prior written consent from the senior human resources officer or such other person designated in writing by the Company (hereinafter collectively referred to as the "Sr. HR Officer"), or unless ordered by a court or government agency, (i) divulge, use, furnish or disclose to any subsequent employer or, except to the extent necessary to perform your job responsibilities with the Company, any other person, whether or not a competitor of the Company, any Confidential Information or Trade Secrets, or (ii) retain or take with you when you leave the Company any property of the Company or any documents (including any electronic or computer records) relating to any Confidential Information or Trade Secrets.

D. PRIOR NOTICE OF EMPLOYMENT

You acknowledge that if you become an employee, contractor, or consultant for any other person or entity engaged in the Business of the Company, as defined in Section (G), it would create a substantial risk that you would, intentionally or unintentionally, disclose or rely upon the Company's Confidential Information or Trade Secrets for the benefit of the other person or entity to the detriment of the Company. You further acknowledge that such disclosures would be particularly damaging if made shortly after you leave the Company. You agree that while you are employed by or working for the Company and for a period of one (1) year after you leave the Company, before accepting any employment or affiliation with another person or entity, you will give written notice to the Sr. HR Officer of your intention to accept such employment or affiliation. You also agree to confer in good faith with the Sr. HR Officer concerning whether your proposed employment or affiliation could reasonably be expected to be performed without improper disclosure of Confidential Information or Trade Secrets.

E. NON-SOLICITATION OF CUSTOMERS

In consideration for your employment with the Company, the financial and other benefits you received from that employment, and/or access to Confidential Information and/or Trade Secrets, as defined in this Agreement, you agree that during employment with the Company, and for a period of one (1) year following your departure from the Company, you will not (directly or indirectly, in association with others or otherwise) call on or solicit any of the Company's customers with whom you had personal contact during the period from the Grant Date of this Award until the Restriction Period Termination Date (or, if earlier, the date your employment with the Company ceased), for the purpose of providing the customers with goods and/or services similar in nature to those provided by the Company in its Business as defined below in Section (G).

F. NON-SOLICITATION OF EMPLOYEES

In consideration for your employment with the Company, the financial and other benefits you received from that employment, and/or access to Confidential Information and/or Trade Secrets, as defined in this Agreement, you agree that during employment with the Company, and for a period of one (1) year following your departure from the Company, you will not (directly or indirectly, in association with others or otherwise), participate in hiring or attempting to hire away a Company employee or contractor, or induce or encourage any employees or contractors of the Company to terminate their relationship with the Company, without prior written consent of the Sr. HR Officer.

G. NON-COMPETITION

In consideration for your employment with the Company, the financial and other benefits you received from that employment, and/or access to Confidential Information and/or Trade Secrets, as defined in this Agreement, you agree that during employment with the Company, and for a period of one (1) year following your departure from the Company, you will not (directly or indirectly, in association with others or otherwise) engage in any activity for a competitive Business (as defined below) in which (i) the use, disclosure, or misappropriation of the Confidential Information and/or Trade Secrets you had access to or obtained during your employment with the Company may provide the competitive Business with a competitive advantage against the Company, and/or otherwise cause harm to the Company; or (ii) you would be in a position to solicit or otherwise contact, on behalf of the competitive Business, any current or prospective Company customers and clients with whom you had personal contact or about whom you learned Confidential Information and/or Trade Secrets. The foregoing includes, without limitation, engagement as an officer, director, proprietor, employee, partner, manager, member, investor (other than as a holder of less than 2% of the outstanding capital stock of a publicly traded corporation), guarantor, consultant, advisor, agent, sales representative or other participant within any State in which the Company does business. For the avoidance of doubt, the term "State" as used in this agreement shall be interpreted to include any legal territory of the United States where the Company does business, including, by way of example, the District of Columbia. Further, for purposes of these Standard Terms and Conditions, the term "Business" means the transportation of goods in interstate commerce and related services in or through or for any State in which the Company or any of its affiliates provides such services directly or indirectly and any other activity that supports such operations including by the way of example but not limitation, marketing, information systems, logistics, technology development or implementation, terminal services and any other activity of the Company or any of its affiliates related to providing such services. This Section (G) is not intended to prevent you from engaging in any activity that is not substantially the same as or competitive with the Company's Business.

H. SPECIFIC STATE LAW LIMITATIONS

This Section 7 is subject to the following limitations or agreements for employees based in the specific States listed below. The Company agrees to these limitations solely for the purpose of compliance with each State's laws. If your employment with the Company is not based in the following States, you agree that the paragraphs above apply to you in full.

(i) For employees based in California:

(a) Section (E) does not apply to you, except that you agree that you will be prohibited from solicitation of the Company's clients using the Company's trade secrets, and/or providing services for anyone other than the Company using the Company's trade secrets.

(b) Sections (F) and (G) do not apply to you.

(ii) For employees based in Colorado, Section (G) does not apply to you unless your annualized cash compensation from the Company exceeds the threshold set by the Colorado Department of Labor and Employment, Division of Labor Standards and Statistics. As of 2023, this threshold was $112,500. As of 2024, this threshold is scheduled to be $123,750. If your annualized cash compensation does exceed these thresholds, Section (G) still only restricts you from engaging in any activity for a competitive Business (as defined above) in which the use, disclosure, or misappropriation of Trade Secrets you had access to or obtained during your employment with the Company may provide the competitive Business with a competitive advantage against the Company, and/or otherwise cause harm to the Company. Section (E) does not apply to you unless your annualized cash compensation from the Company exceeds the threshold set by the Colorado Department of Labor and Employment, Division of Labor Standards and Statistics. As of 2023, this threshold was $67,500. As of 2024, this threshold is scheduled to be $74,250.

(iii) For employees based in the District of Columbia, Sections (E) and (G) do not apply to you unless you are reasonably expected to earn in a consecutive 12-month period or have earned in the preceding 12-month period, compensation greater than or equal to the threshold set by the District of Columbia Non-Compete Agreements Amendment Act of 2020, as amended. As of 2023, this threshold was $150,000, and the District of Columbia may announce a higher threshold for 2024. For purposes of this agreement, an employee based in the District of Columbia who meets this compensation threshold shall be deemed a "Highly Compensated Employee."

(iv) For employees based in Illinois, Section (G) does not apply to you unless (a) you earn more than $75,000 per year (or any higher amount set by the Illinois Freedom to Work Act for future years), or (b) the Company terminates, furloughs, or lays you off as the result of business circumstances or governmental orders related to the COVID-19 pandemic or under circumstances that are similar to the COVID-19 pandemic, unless enforcement of the covenant not to compete includes compensation equivalent to the your base salary at the time of termination for the period of enforcement minus compensation earned through subsequent employment during the period of enforcement. Sections (E) and (F) do not apply to you unless you (a) earn more than $45,000 per year (or any higher amount set by the Illinois Freedom to Work Act for future years), or (b) the Company terminates, furloughs, or lays you off as the result of business circumstances or governmental orders related to the COVID-19 pandemic or under circumstances that are similar to the COVID-19 pandemic, unless enforcement of the covenant not to compete includes compensation equivalent to the your base salary at the time of termination for the period of enforcement minus compensation earned through subsequent employment during the period of enforcement.

(v) For employees based in Louisiana, you agree that the Company operates throughout the State of Louisiana, and that Section 7 therefore applies in every parish and municipality in the State.

(vi) For employees based in Minnesota, Section (G) does not apply to you.

(vii) For employees based in New York, Section (E) does not apply to any customer that became a customer of the Company only as a result of your independent contact and business development efforts with the customer before and independent from your employment with the Company.

(viii) For employees based in North Dakota, Sections (E) and (G) do not apply to you.

(ix) For employees based in Oklahoma:

(a) Section (E) only restricts you from directly (not indirectly) engaging in calling upon or soliciting the Company's customers with whom you had personal contact or about whom you received Confidential or Trade Secret information, for the purpose of providing the customers with goods and/or services similar in nature to those provided by the Company in its Business as defined in Section (G), within any State in which the Company does business.

(b) Sections (F) and (G) do not apply to you.

(x) For employees based in the State of Washington, Section (G) does not apply to you unless your annual earnings from your employment with the Company exceed the threshold established by the Washington Department of Labor and Industries pursuant to RCW 49.62.040. As of 2023, this threshold was $116,593.18. As of 2024, the Department has announced that this threshold will be $120,559.99.

8. INJUNCTIVE RELIEF

You agree that each of the restraints contained herein is, in consideration for, and necessary for the protection of the goodwill, Confidential Information, Trade Secrets and other legitimate interests of the Company; that each and every one of these restraints is reasonable in respect to subject matter, length of time and geographic area, to the extent they apply in the State in which your employment with the Company is based; and that these restraints, neither individually nor in the aggregate, will not prevent you from obtaining other suitable employment during the period in which you are bound by such restraints. You further acknowledge that, if you breach any one or more of the covenants contained in Section 7, the damage to the Company would be irreparable. You therefore agree that the Company, in addition to any other remedies available to it, including, without limitation, the remedies set forth in Sections 9 and 10, shall be entitled to injunctive relief against your breach or threaten breach of said covenants, to the extent they apply in the State in which your employment with the Company is based. You and the Company further agree that, in the event that any one or more of the provisions of Section 7 shall be determined by any court of competent jurisdiction to be unenforceable by reason of it being overly broad, such provision shall be deemed to be modified to permit its enforcement to the maximum extent permitted by law.

9. VIOLATION OF PROMISES

You agree that if you violate any one or more of the promises set forth in Section 7 then, in lieu of or in addition to any other remedies available to Company as permitted by applicable law, all unvested Stock Options subject to this Grant shall be immediately forfeited. If at any time the Committee or the Sr. HR Officer notifies (the date such notice is provided, the "Notice Date") the Company that they reasonably believe that you have violated any one or more of the promises set forth in Section 7, the vesting of this Award may be suspended pending a determination of whether you violated any such provision by a tribunal as specified in Section 10 and 12. In addition, in lieu of or in addition to any remedy provided for in Section 8, at any time the Company may seek in any such proceeding that you be required to immediately deliver to the Company any shares of Common Stock (or the fair market value thereof) and any related Dividend Equivalent Payments earned by or issued to you pursuant to this Grant at any time during the three (3) full fiscal years preceding the Notice Date. You agree that you will deliver such shares of Common Stock (or the fair market value thereof) and any related Dividend Equivalent Payments to the Company on such terms and conditions as may be required by the Company. You further agree that the Company will be entitled to enforce this repayment obligation by all legal means available, including, without limitation, to set off the market value of any such shares of Common Stock and any related Dividend Equivalent Payments against any amount that might be owed to you by the Company. For the avoidance of doubt, this paragraph shall apply only to the extent the promises set forth in Section 7, is applicable in the State in which your employment with the Company is based.

GENERAL

10. DISPUTE RESOLUTION

(i) You and the Company each agree that any controversy, claim, or dispute arising out of or relating to these Standard Terms and Conditions or arising out of or relating to your employment relationship with the Company or any of its affiliates, the termination of such relationship, or your conduct following the termination of such relationship, shall be resolved by binding arbitration before a neutral arbitrator on an individual basis only, and not in any form of class, collective, or private attorney general representative proceeding. By way of example only, claims subject to this agreement to arbitrate include claims litigated under federal, state and local statutory or common law, such as the Family Medical Leave Act, the Age Discrimination in Employment Act of 1967, Older Workers Benefit Protection Act of 1990, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1990, the Americans with Disabilities Act, the Federal Employers Liability Act, the Federal Railway Safety Act, the Worker Adjustment and Retraining Notification Act, the Genetic Information Nondiscrimination Act, the law of contract and the law of tort. You and the Company each agree that such claims may be brought in an appropriate administrative forum, but if you or the Company seek a judicial forum to resolve the matter, this agreement for binding arbitration will become immediately effective, and you and the Company each hereby knowingly and voluntarily waive any right to have any such dispute tried and adjudicated by a judge or jury.

(ii) For disputes arising under Sections 7 and 9 of these Terms and Conditions, the parties will submit the dispute, within 30 business days following service of notice of such dispute by one party on the other, to the American Arbitration Association (AAA) for prompt resolution in the State in which your employment with the Company is based, under AAA rules for employment disputes. For all other disputes within the scope of subpart (i), the parties will submit the dispute, within 30 business days following service of notice of such dispute by one party on the other, to AAA for prompt resolution in Salt Lake City, Utah, also under AAA rules for employment disputes. In either case, there shall be a single arbitrator, chosen in accordance with AAA rules, who at such time shall be on AAA's Judicial Panel. If there are no AAA arbitrators in the applicable State, another arbitrator shall be selected from that State or a neighboring State, but the arbitration will still be conducted in the State in which your employment with the Company is based. The decision of the arbitrator will be final and binding upon the parties, and judgment may be entered thereon in accordance with applicable law in any court having jurisdiction. The arbitrator shall have the authority to make an award of monetary damages and interest thereon. The arbitrator shall have no authority to award, and the parties hereby waive any right to seek or receive, specific performance or an injunction, punitive or exemplary damages, except that the arbitrator shall have authority to issue injunctive relief to enforce the covenants in Sections 7 and 9, to the extent those covenants apply in the State in which your employment with the Company is based. The arbitrator will have no authority to order a modification or amendment of these Standard Terms and Conditions, except that if the arbitrator finds any covenant in Sections 7 and 9 of this agreement to be unenforceable as written, the arbitrator shall deem the agreement amended in order to give each such covenant its maximum effect, to the extent permitted by law in the State in which your employment with the Company is based. The arbitrator shall have the authority to award costs of arbitration, including reasonable attorney's fees, to the prevailing party, but in the absence of such award the parties shall bear their own attorney and filing fees unless otherwise agreed upon mutually by the parties or required by law. The Company shall bear the cost of the arbitrator's fees.

(iii) Notwithstanding the foregoing, the Company may seek injunctive relief to enforce any one or more of the covenants set forth in Sections 7 or 9 of these Terms and Conditions, in a court of competent jurisdiction, as set forth in Section 12 below. You specifically agree that a court of competent jurisdiction may enter preliminary injunctive relief to restrain violations of any of the covenants in Sections 7 or 9 of these Terms and Conditions, pending arbitration or other litigation. For the avoidance of doubt, this provision only applies to the promises set forth in Sections 7 or 9 to the extent those Sections are applicable in the State in which your employment with the Company is based.

11. SEVERABILITY

If any provision of these Standard Terms and Conditions is, becomes, or is deemed to be invalid, illegal, or unenforceable in any jurisdiction, such provision shall be construed or deemed amended or limited in scope to conform to applicable laws or, in the discretion of the Company, it shall be stricken and the remainder of these Standard Terms and Conditions shall remain in force and effect.

12. CHOICE OF LAW; JURISDICTION

All questions pertaining to the construction, regulation, validity, and effect of these Standard Terms and Conditions shall be determined in accordance with the laws of the State of Utah, without regard to the conflict of laws doctrine, with the exception of Sections 7 or 9. All questions pertaining to the construction, regulation, validity, and effect of Sections 7 or 9 shall be determined in accordance with the laws of the State in which your employment with the Company is based. With respect to any claim or dispute involving your Grant and/or these Standard Terms and Conditions that is not subject to the arbitration pursuant to Section 12 hereof, other than those arising from Sections 7 or 9, you and the Company each hereby consent and submit to the personal jurisdiction and venue of any state or federal court located in the county of Salt Lake City within the State of Utah and, recognizing the appropriateness of the State of Utah for any such matters due to the Company being incorporated in Utah, you and the Company hereby agree and consent to the state and federal courts located in the county of Salt Lake City within the State of Utah as the sole and exclusive forum for resolution of any and all claims, causes of action or disputes arising out of or related to your Award and these Standard Terms and Conditions (including all terms incorporated by reference into these Standard Terms and Conditions).

13. AMENDMENTS

The Plan and these Standard Terms and Conditions may be amended or altered by the Committee or the Company's Board of Directors to the extent provided in the Plan.

14. RESTRICTIONS ON RESALES OF SHARES

The Company may impose such restrictions, conditions or limitations as it determines appropriate as to the timing and manner of any resales by you or other subsequent transfers by you of any Common Stock issued in respect of vested Stock Units, including without limitation (a) restrictions under an insider trading policy, (b) restrictions designed to delay and/or coordinate the timing and manner of sales by you and other holders and (c) restrictions as to the use of a specified brokerage firm for such resales or other transfers.

15. INCOME TAXES

The Company shall not deliver shares in respect of any Stock Units unless and until you have made satisfactory arrangements to pay or otherwise satisfy all applicable tax withholding obligations. Unless you pay the tax withholding obligations to the Company by cash or check in connection with the delivery of the Common Stock and any related Dividend Equivalent Payments, withholding may be effected, at the Company's option, by withholding Common Stock issuable in connection with the vesting of the Stock Units (provided that shares of Common Stock may be withheld only to the extent that such tax withholding will not result in adverse accounting treatment for the Company) or withholding any related Dividend Equivalent Payments. You acknowledge that the Company shall have the right to deduct any taxes required to be withheld by law in connection with the Stock Units from any amounts payable by it to you (including, without limitation, future cash wages).

16. NON-TRANSFERABILITY OF AWARD

You understand, acknowledge and agree that, except as otherwise provided in the Plan, the Stock Units may not be sold, assigned, transferred, pledged or otherwise directly or indirectly encumbered or disposed of prior to the payment of the Common Stock to you as provided in Section 16 hereof. Your beneficiaries and anyone claiming an interest in the Stock Units through you are subject to all of the terms and conditions applicable to you, other than the covenants set forth in Section 7.

17. CLAWBACK AND RECOUPMENT

If you are or become a Covered Executive or Other Executive under the Company's Policy for Recoupment of Certain Compensation, you agree that your Award is subject to recoupment, including in connection with a financial restatement or any detrimental conduct, pursuant to and in accordance with the Company's Policy for Recoupment of Certain Compensation, as amended from time to time, and pursuant to any other policy the Company may adopt pursuant to the Dodd-Frank Wall Street Reform and Consumer Protection Act, other applicable law, or stock exchange listing standard. No recovery of compensation under such a clawback policy shall be treated as an event giving rise to a right to terminate employment for "good reason" or "constructive termination" (or any similar term) under any agreement with the Company. In addition, if you are or become a Covered Executive or Other Executive under the Company's Policy for Recoupment of Certain Compensation, you agree that that the Company shall not indemnify you against any liability or loss (including without limitation the loss of any incentive-based compensation, any payment or reimbursement for the cost of third-party insurance purchased by you to fund potential recovery obligations with respect to the Company's Policy for Recoupment of Certain Compensation, or any judgments, fines, taxes, penalties or amounts paid in settlement by or on behalf of you) incurred by you in connection with or as a result of any action taken by the Company to enforce the terms of the Company's Policy for Recoupment of Certain Compensation (a "Clawback Proceeding"), or provide any indemnification or advancement of expenses (including attorneys' fees) incurred by you in connection with any such Clawback Proceeding.

18. LIMITATION OF INTEREST IN SHARES SUBJECT TO RESTRICTED STOCK UNITS

Neither you (individually or as a member of a group) nor any beneficiary or other person claiming by, under or through you shall have any right, title, interest, or privilege in or to any shares of Common Stock allocated or reserved for the purpose of the Plan, the Long Term Plan or subject to the Grant Notice or these Standard Terms and Conditions except as to such shares of Common Stock, if any, as shall have been issued to such person upon vesting of the Stock Units, which shares shall remain subject to the conditions set forth in these Standard Terms and Conditions. Nothing in the Plan, the Long-Term Plan, the Grant Notice, these Standard Terms and Conditions or any other instrument executed pursuant to the Plan shall confer upon you any right to continue in the Company's employ or service nor limit in any way the Company's right to terminate your employment at any time for any reason.

19. OTHER AGREEMENTS SUPERSEDED

The Grant Notice, these Standard Terms and Conditions, the Plan and the Long-Term Plan constitute the entire understanding between you and the Company regarding the Stock Units. Any prior agreements, commitments or negotiations concerning the Stock Units are superseded.

20. REVIEW PERIOD/NOTICE FOR CERTAIN EMPLOYEES

IF YOU ARE EMPLOYED BY THE COMPANY IN THE STATE OF **COLORADO** AND ARE SUBJECT TO THE RESTRICTIONS IN SECTIONS 7(E), (F) and (G), YOU ACKNOWLEDGE THAT YOU RECEIVED THIS AGREEMENT BEFORE THE EARLIER OF ITS EFFECTIVE DATE OR THE EFFECTIVE DATE OF ANY ADDITIONAL COMPENSATION OR CHANGE IN THE TERMS OR CONDITIONS OF EMPLOYMENT THAT PROVIDES CONSIDERATION FOR THE COVENANTS IN THIS AGREEMENT. YOU ACKNOWLEDGE THAT YOU HAVE 14 CALENDAR DAYS FROM THE DAY YOU RECEIVED THIS AGREEMENT TO REVIEW IT AND THAT YOU ARE ADVISED TO CONSULT LEGAL COUNSEL PRIOR TO SIGNING IT.

IF YOU ARE EMPLOYED BY THE COMPANY IN THE **DISTRICT OF COLUMBIA** AS A "HIGHLY COMPENSATED EMPLOYEE," AS DEFINED IN SECTION 7(H), YOU ACKNOWLEDGE THAT YOU HAVE HAD AT LEAST 14 CALENDAR DAYS BEFORE YOU BEGAN YOUR EMPLOYMENT TO REVIEW THIS AGREEMENT, OR IF YOU ARE A CURRENT EMPLOYEE, 14 DAYS FROM THE DAY YOU RECEIVED THIS AGREEMENT TO REVIEW IT. PLEASE ALSO TAKE NOTICE THAT THE DISTRICT'S BAN ON NON-COMPETE AGREEMENTS AMENDMENT ACT OF 2020, AS AMENDED, LIMITS THE USE OF NON-COMPETE AGREEMENTS. IT ALLOWS EMPLOYERS TO REQUEST NON-COMPETE AGREEMENTS FROM HIGHLY COMPENSATED EMPLOYEES, AS THAT TERM IS DEFINED IN THE BAN ON NON-COMPETE AGREEMENTS AMENDMENT ACT OF 2020, AS AMENDED, UNDER CERTAIN CONDITIONS. IF YOU MEET THE COMPENSATION THRESHOLDS SET FORTH IN SECTIONS 7(E) AND (G), THE COMPANY HAS DETERMINED THAT YOU ARE A HIGHLY COMPENSATED EMPLOYEE. FOR MORE INFORMATION ABOUT THE BAN ON NON-COMPETE AGREEMENTS AMENDMENT ACT OF 2020, AS AMENDED, CONTACT THE DISTRICT OF COLUMBIA DEPARTMENT OF EMPLOYMENT SERVICES (DOES).

IF YOU ARE EMPLOYED BY THE COMPANY IN THE STATE OF **ILLINOIS**, YOU ACKNOWLEDGE THAT YOU HAVE AT LEAST 14 CALENDAR DAYS FROM THE DAY YOU RECEIVED THIS AGREEMENT TO REVIEW IT AND THAT YOU ARE ADVISED TO CONSULT LEGAL COUNSEL PRIOR TO SIGNING IT.

UNION PACIFIC CORPORATION
GRANT NOTICE FOR 2021 STOCK INCENTIVE PLAN
NONQUALIFIED STOCK OPTION

FOR GOOD AND VALUABLE CONSIDERATION, Union Pacific Corporation (the "Company"), hereby grants to Participant named below (for purposes hereof, references herein to "you" or "your" shall refer to such Participant) the nonqualified stock option (the "Option") to purchase any part or all of the number of shares of its common stock, par value $2.50 (the "Common Stock"), that are covered by this Option, as specified below, at the Exercise Price per share specified below and upon the terms and subject to the conditions set forth in this Grant Notice, the Union Pacific Corporation 2021 Stock Incentive Plan (the "Plan") the Standard Terms and Conditions (the "Standard Terms and Conditions") adopted under such Plan and provided to you, and, if applicable, the Union Pacific Corporation Key Employee Continuity Plan (the "Key Employee Continuity Plan") and the Policy for Recoupment of Certain Compensation, each as amended from time to time. In addition, if you become eligible for and entitled to severance benefits under a broad-based severance pay policy of the Company that include waiver of the vesting period and/or extension of the exercise period with respect to the Option (the "Severance Policy"), the Option also shall be subject to the terms of such Severance Policy.

This Option is granted pursuant to the Plan and is subject to and qualified in its entirety by the Standard Terms and Conditions.

Name of Participant:	
Grant Date:	February 8, 2024
Grant Number:	
Number of Shares of Common Stock covered by Option:	
Exercise Price Per Share:	
Expiration Date:	February 8, 2034

Vesting Schedule:

Shares	Vest Date
	February 8, 2025
	February 8, 2026
	February 8, 2027

This Option is not intended to qualify as an incentive stock option under Section 422 of the Internal Revenue Code of 1986, as amended.

By electronically accepting this Option, you acknowledge that you have received and read, and agree that this Option shall be subject to, the terms of this Grant Notice, the Plan, the Standard Terms and Conditions and, if applicable, the Key Employee Continuity Plan and/or the Severance Policy (including, but not limited to, the Key Employee Continuity Plan's or Severance Policy's requirement, if any, that you execute a general release of employment-related claims) and the Policy for Recoupment of Certain Compensation. You also hereby consent to the delivery of information (including, without limitation, information required to be delivered to you pursuant to applicable securities laws) regarding the Company and the Subsidiaries, the Plan, and the Option via Company website or other electronic delivery.

YOU HAVE ONE HUNDRED AND EIGHTY (180) DAYS FROM THE GRANT DATE SET FORTH IN THIS GRANT NOTICE TO ELECTRONICALLY ACCEPT THIS AWARD AND THE STANDARD TERMS AND CONDITIONS. IF YOU DO NOT ACCEPT THIS AWARD AND THE STANDARD TERMS AND CONDITIONS IN THE APPLICABLE 180 DAY PERIOD, YOU WILL ***FORFEIT*** THE NONQUALIFIED STOCK OPTION THAT IS THE SUBJECT OF THIS AWARD.

UNION PACIFIC CORPORATION
STANDARD TERMS AND CONDITIONS FOR
NONQUALIFIED STOCK OPTION

These Standard Terms and Conditions apply to the Option granted pursuant to the Union Pacific Corporation 2021 Stock Incentive Plan, as amended from time to time (the "Plan"), which is identified as nonqualified stock option and is evidenced by a Grant Notice that specifically refers to these Standard Terms and Conditions. In addition to these Standard Terms and Conditions, the Option shall be subject to the terms of the Plan and, if applicable, the Key Employee Continuity Plan, the Severance Policy and/or the Policy for Recoupment of Certain Compensation, each as amended from time to time, which are incorporated into these Standard Terms and Conditions by this reference. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Plan. For purposes of these Standard Terms and Conditions and the Grant Notice, any reference to the Company (as defined below) shall include a reference to any Subsidiary. Additionally, for purposes of these Standard Terms and Conditions, references in these Standard Terms and Conditions to "you" or "your" shall refer to the Participant named in the Grant Notice provided to said Participant herewith (the "Grant Notice"), and such Participant's heirs and beneficiaries.

By electronically accepting the grant of the Option and these Standard Terms and Conditions, you acknowledge and agree to be bound by the following, which will survive your termination from employment and the vesting or forfeiture of the Option:

OPTION

1. TERMS OF OPTION

Union Pacific Corporation (the "Company"), has granted to you a nonqualified stock option (the "Option") to purchase up to the number of shares of the Company's common stock (the "Common Stock"), set forth in the Grant Notice. The exercise price per share and the other terms and conditions of the Option are set forth in the Grant Notice, these Standard Terms and Conditions, the Plan and, if applicable, the Key Employee Continuity Plan, the Severance Policy and/or the Policy for Recoupment of Certain Compensation, each as amended from time to time.

2. NONQUALIFIED STOCK OPTION

The Option is not intended to be an incentive stock option under Section 422 of the Internal Revenue Code of 1986, as amended (the "Code") and will be interpreted accordingly.

3. EXERCISE OF OPTION

The Option shall not be exercisable as of the Grant Date set forth in the Grant Notice. After the Grant Date, to the extent not previously exercised, and subject to termination or acceleration as provided in these Standard Terms and Conditions, the Plan and, if applicable, the Key Employee Continuity Plan, the Severance Policy and/or the Policy for Recoupment of Certain Compensation, the Option shall be exercisable only to the extent it becomes vested, as described in the Grant Notice, these Standard Terms and Conditions, the terms of the Plan and, if applicable, the Key Employee Continuity Plan, the Severance Policy and/or the Policy for Recoupment of Certain Compensation, to purchase up to that number of shares of Common Stock as set forth in the Grant Notice, provided that (except as may be provided otherwise in Section 4 below) you remain employed with the Company and do not experience a termination of employment.

The exercise price (the "Exercise Price") of the Option is set forth in the Grant Notice. The Company shall not be obligated to issue any shares of Common Stock until you have paid the total Exercise Price for that number of shares of Common Stock. To exercise the Option (or any part thereof), you must deliver to the Company appropriate notice specifying the number of whole shares of Common Stock you wish to purchase accompanied by valid payment in the form of (i) a check, (ii) an attestation form confirming your current ownership of whole shares of Common Stock equal in value to the total Exercise Price for that number of shares of Common Stock, and/or (iii) an authorization to sell shares equal in value to the total Exercise Price for that number of shares of Common Stock. Notices and authorizations shall be delivered and all checks shall be payable to the Company's third party stock plan administrator, or as otherwise directed by the Company.

Fractional shares may not be exercised. Shares of Common Stock will be issued as soon as practicable after exercise. Notwithstanding the above, for administrative or other reasons, including, but not limited to the Company's determination that exercisability of the Option would violate any federal, state or other applicable laws, the Company may from time to time suspend your ability to exercise an Option for limited periods of time, which suspensions shall not change the period in which the Option is exercisable, except as otherwise provided in the Plan.

4. EXPIRATION OF OPTION

Except as otherwise may be provided by the Committee consistent with the terms of the Plan, the Option shall expire and cease to be exercisable as of the earlier of (a) the Expiration Date set forth in the Grant Notice or (b) the date specified below in Sections 4A through 4I, as applicable.

A. If your termination of employment is by reason of death or you are determined to be disabled under the provisions of the Company's long-term disability plan, then any vesting period with respect to the Option shall be deemed to be satisfied and the Option shall become fully vested and exercisable (by you or your estate, beneficiary or legal representative, as the case may be) at the date of such termination of employment or the first day on which you are determined to be disabled under such long-term disability plan, as the case may be, until the date that is five (5) years following the date of such termination of employment or the first day of disability as determined under such long-term disability plan, as the case may be.

B. If you remain continuously employed with the Company until September 30, 2024, (which shall include a period of time during which you are absent from active employment in accordance with a leave of absence policy adopted by the Company), and have a termination of employment at or after attaining 62/10 Status as defined below in this Section 4B, then the Option shall be exercisable in accordance with and at the times it becomes vested, as described in the Grant Notice, notwithstanding your termination of employment with the Company, until the date that is five (5) years following the date of such termination of employment. "62/10 Status" as to a Participant means attaining: (i) age 62; and (ii) at least 10 years of vesting service. For this purpose, vesting service shall be calculated by applying the rules for determining "Vesting Service" under the Pension Plan for Salaried Employees of Union Pacific Corporation and Affiliates ("UPC Pension Plan"), regardless of whether you were ever a participant in the UPC Pension Plan.

C. In the event of a Change in Control that occurs prior to your termination of employment in which the acquiring or surviving company in the transaction does not assume or continue the Option upon the Change in Control, any vesting period with respect to the Option shall be deemed to be satisfied and the Option shall become fully vested and exercisable (provided that the Option may be canceled upon the consummation of the Change in Control without payment of any additional consideration if the exercise price of the Option is less than the consideration per Share payable to shareholders of the Company in such Change in Control) and you may exercise the Option not assumed or continued until the date that is five (5) years following the date of such Change in Control. If you terminate employment following such Change in Control for a reason described in 4I, any unexercised portion of the Option shall be immediately forfeited and canceled as of the date of such termination of employment.

D. If you terminate employment and at the time of such termination of employment you are "Retirement Eligible" (i.e., at least age 65 or at least age 55 with 10 or more years of vesting service (determined as provided in Section 4B, above)), you may exercise any portion of the Option that is vested and exercisable at the time of your termination of employment until the date that is five (5) years following the date of such termination of employment.

E. Except as provided in Section 4F hereof, in the event you terminate employment with the Company prior to becoming Retirement Eligible, and as a result of such termination of employment you are eligible for and entitled to payment of severance benefits under the provisions of a Severance Policy that include extension of the exercise period with respect to such Option, and provided you satisfy the conditions of the Severance Policy, you may exercise any portion of the Option that is vested and exercisable at the time of your termination of employment until the date established under the Severance Policy, provided that in no event will such date extend beyond the Expiration Date set forth in the Grant Notice.

F. If your employment is involuntarily terminated by the Company (other than a termination as a result of disability determined under the provisions of the Company's long-term disability plan, or cause or gross misconduct as determined by the Committee) within two (2) years following a Change in Control, any vesting period with respect to the Option shall be deemed to be satisfied and you may exercise the Option upon the date of such termination of employment, and the Option shall remain exercisable until the date that is three (3) years following the date of such termination of employment (or until the date that is five (5) years following the date of such termination of employment in the case of a termination of employment by reason of your death or a termination of employment described in Section 4B or Section 4D hereof). Furthermore, the Option exercise period shall be as described in Section 4A in the event you are determined to be disabled under the provisions of the Company's long-term disability plan prior to your termination of employment described in this Section 4F.

G. Notwithstanding the foregoing Sections 4A through 4F, if you are an Eligible Employee (within the meaning of the Key Employee Continuity Plan) in the Key Employee Continuity Plan and incur a Severance (within the meaning of the Key Employee Continuity Plan), the Option shall vest and be exercisable in accordance with the terms and conditions of the Key Employee Continuity Plan.

H. Except as otherwise provided in the foregoing Sections 4A through 4G: (i) you may exercise any portion of the Option that is vested and exercisable at the time of your termination of employment until the date that is three (3) months following the date of such termination of employment; and (ii) any portion of the Option that is not vested and exercisable at the time of such termination of employment shall be forfeited and canceled as of the date of such termination of employment.

I. Notwithstanding any other provision of this Section 4, if your employment is terminated by the Company for deliberate, willful or gross misconduct (as determined by the Committee), the unexercised portion of the Option, whether or not then vested and exercisable, shall be immediately forfeited and canceled as of the date of such termination of employment.

5. PROTECTION OF CONFIDENTIAL INFORMATION AND TRADE SECRETS

A. CONFIDENTIAL INFORMATION AND TRADE SECRETS

You acknowledge that the Company regards certain information relating to its business and operations as confidential. This includes all confidential and proprietary information concerning the assets, business or affairs of the Company or any customers thereof ("Confidential Information"). You further acknowledge that the Company has certain information that derives economic value from not being known to the public or to others who could obtain economic value from its disclosure or use, which the Company takes reasonable efforts to protect the secrecy of ("Trade Secrets").

B. TYPES OF CONFIDENTIAL INFORMATION OR TRADE SECRETS

You acknowledge that you developed and/or obtained, or have had and will in the future continue to have access to, one or more of the following types of Confidential Information or Trade Secrets: information about rates or costs; customer or supplier agreements and negotiations; business opportunities; scheduling and delivery methods; business and marketing plans; financial information or plans; communications within the attorney-client privilege or other privileges; operating procedures and methods; construction methods and plans; proprietary computer systems design, programming or software; strategic plans; succession plans; proprietary company training programs; employee performance, compensation or benefits; negotiations or strategies relating to collective bargaining agreements and/or labor disputes; and policies and internal or external claims or complaints regarding personal injuries, employment laws or policies, environmental protection, or hazardous materials. You agree that any unauthorized disclosures by you to any third party of such Confidential Information or Trade Secrets would constitute gross misconduct.

Notwithstanding the foregoing, in accordance with the Defend Trade Secrets Act of 2016, you will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a Trade Secret that is made (i) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

C. AGREEMENT TO MAINTAIN CONFIDENTIAL INFORMATION

You agree to not, unless you received prior written consent from the senior human resources officer or such other person designated in writing by the Company (hereinafter collectively referred to as the "Sr. HR Officer"), or unless ordered by a court or government agency, (i) divulge, use, furnish or disclose to any subsequent employer or, except to the extent necessary to perform your job responsibilities with the Company, any other person, whether or not a competitor of the Company, any Confidential Information or Trade Secrets, or (ii) retain or take with you when you leave the Company any property of the Company or any documents (including any electronic or computer records) relating to any Confidential Information or Trade Secrets

D. PRIOR NOTICE OF EMPLOYMENT

You acknowledge that if you become an employee, contractor, or consultant for any other person or entity engaged in the Business of the Company, as defined in Section 5(G), it would create a substantial risk that you would, intentionally or unintentionally, disclose or rely upon the Company's Confidential Information or Trade Secrets for the benefit of the other person or entity to the detriment of the Company. You further acknowledge that such disclosures would be particularly damaging if made shortly after you leave the Company. You agree that while you are employed by or working for the Company and for a period of one (1) year after you leave the Company, before accepting any employment or affiliation with another person or entity, you will give written notice to the Sr. HR Officer of your intention to accept such employment or affiliation. You also agree to confer in good faith with the Sr. HR Officer concerning whether your proposed employment or affiliation could reasonably be expected to be performed without improper disclosure of Confidential Information or Trade Secrets.

E. NON-SOLICITATION OF CUSTOMERS

In consideration for your employment with the Company, the financial and other benefits you received from that employment, and/or access to Confidential Information and/or Trade Secrets, as defined in this Agreement, you agree that during employment with the Company, and for a period of one (1) year following your departure from the Company, you will not (directly or indirectly, in association with others or otherwise) call on or solicit any of the Company's customers with whom you had personal contact or about whom you received Confidential or Trade Secret information during the period from the Grant Date of this Award until the Restriction Period Termination Date (or, if earlier, the date your employment with the Company ceased), for the purpose of providing the customers with goods and/or services similar in nature to those provided by the Company in its Business as defined below in Section 5(G), within any State in which the Company does business.

F. NON-SOLICITATION OF EMPLOYEES

In consideration for your employment with the Company, the financial and other benefits you received from that employment, and/or access to Confidential Information and/or Trade Secrets, as defined in this Agreement, you agree, that during employment with the Company, and for a period of one (1) year following your departure from the Company, you will not (directly or indirectly, in association with others or otherwise), participate in hiring or attempting to hire away a Company employee or contractor, or induce or encourage any employees or contractors of the Company to terminate their relationship with the Company, whom you worked with, managed, or supervised without prior written consent of the Sr. HR Officer.

G. NON-COMPETITION

In consideration for your employment with the Company, the financial and other benefits you received from that employment, and/or access to Confidential Information and/or Trade Secrets, as defined in this Agreement, you agree that during employment with the Company, and for a period of one (1) year following your departure from the Company, you will not (directly or indirectly, in association with others or otherwise) engage in any activity for a competitive Business (as defined below) in which (i) the use, disclosure, or misappropriation of the Confidential Information and/or Trade Secrets you had access to or obtained during your employment with the Company may provide the competitive Business with a competitive advantage against the Company, and/or otherwise cause harm to the Company; or (ii) you would be in a position to solicit or otherwise contact, on behalf of the competitive Business, any current or prospective Company customers and clients with whom you had personal contact or about whom you learned Confidential Information and/or Trade Secrets. The foregoing includes, without limitation, engagement as an officer, director, proprietor, employee, partner, manager, member, investor (other than as a holder of less than 2% of the outstanding capital stock of a publicly traded corporation), guarantor, consultant, advisor, agent, sales representative or other participant within any State in which the Company does business. For the avoidance of doubt, the term "State" as used in this agreement shall be interpreted to include any legal territory of the United States where the Company does business, including, by way of example, the District of Columbia. Further, for purposes of these Standard Terms and Conditions, the term "Business" means the transportation of goods in interstate commerce and related services in or through or for any State in which the Company or any of its affiliates provides such services directly or indirectly and any other activity that supports such operations including by the way of example but not limitation, marketing, information systems, logistics, technology development or implementation, terminal services and any other activity of the Company or any of its affiliates related to providing such services. This Section 5(G) is not intended to prevent you from engaging in any activity that is not substantially the same as or competitive with the Company's Business.

H. SPECIFIC STATE LAW LIMITATIONS

This Section 5 is subject to the following limitations or agreements for employees based in the specific States listed below. The Company agrees to these limitations solely for the purpose of compliance with each State's laws. If your employment with the Company is not based in the following States, you agree that the paragraphs above apply to you in full.

(i) For employees based in California:

(a) Section (E) does not apply to you, except that you agree that you will be prohibited from solicitation of the Company's clients using the Company's trade secrets, and/or providing services for anyone other than the Company using the Company's trade secrets.

(b) Sections (F) and (G) do not apply to you.

(ii) For employees based in Colorado, Section (G) does not apply to you unless your annualized cash compensation from the Company exceeds the threshold set by the Colorado Department of Labor and Employment, Division of Labor Standards and Statistics. As of 2023, this threshold was $112,500. As of 2024, this threshold is scheduled to be $123,750. If your annualized cash compensation does exceed these thresholds, Section (G) still only restricts you from engaging in any activity for a competitive Business (as defined above) in which the use, disclosure, or misappropriation of Trade Secrets you had access to or obtained during your employment with the Company may provide the competitive Business with a competitive advantage against the Company, and/or otherwise cause harm to the Company. Section (E) does not apply to you unless your annualized cash compensation from the Company exceeds the threshold set by the Colorado Department of Labor and Employment, Division of Labor Standards and Statistics. As of 2023, this threshold was $67,500. As of 2024, this threshold is scheduled to be $74,250.

(iii) For employees based in the District of Columbia, Sections (E) and (G) do not apply to you unless you are reasonably expected to earn in a consecutive 12-month period or have earned in the preceding 12-month period, compensation greater than or equal to the threshold set by the District of Columbia Non-Compete Agreements Amendment Act of 2020, as amended. As of 2023, this threshold was $150,000, and the District of Columbia may announce a higher threshold for 2024. For purposes of this agreement, an employee based in the District of Columbia who meets this compensation threshold shall be deemed a "Highly Compensated Employee."

(iv) For employees based in Illinois, Section (G) does not apply to you unless (a) you earn more than $75,000 per year (or any higher amount set by the Illinois Freedom to Work Act for future years), or (b) the Company terminates, furloughs, or lays you off as the result of business circumstances or governmental orders related to the COVID-19 pandemic or under circumstances that are similar to the COVID-19 pandemic, unless enforcement of the covenant not to compete includes compensation equivalent to the your base salary at the time of termination for the period of enforcement minus compensation earned through subsequent employment during the period of enforcement. Sections (E) and (F) do not apply to you unless you (a) earn more than $45,000 per year (or any higher amount set by the Illinois Freedom to Work Act for future years), or (b) the Company terminates, furloughs, or lays you off as the result of business circumstances or governmental orders related to the COVID-19 pandemic or under circumstances that are similar to the COVID-19 pandemic, unless enforcement of the covenant not to compete includes compensation equivalent to the your base salary at the time of termination for the period of enforcement minus compensation earned through subsequent employment during the period of enforcement.

(v) For employees based in Louisiana, you agree that the Company operates throughout the State of Louisiana, and that Section 6 therefore applies in every parish and municipality in the State.

(vi) For employees based in Minnesota, Section (G) does not apply to you.

(vii) Employees based in New York, Section (E) does not apply to any customer that became a customer of the Company only as a result of your independent contact and business development efforts with the customer before and independent from your employment with the Company.

(viii) For employees based in North Dakota, Sections (E) and (G) do not apply to you.

(ix) For employees based in Oklahoma:

(a) Section (E) only restricts you from directly (not indirectly) engaging in calling upon or soliciting the Company's customers with whom you had personal contact or about whom you received Confidential or Trade Secret information, for the purpose of providing the customers with goods and/or services similar in nature to those provided by the Company in its Business as defined in Section (G), within any State in which the Company does business.

(b) Sections (F) and (G) do not apply to you.

(x) For employees based in the State of Washington, Section (G) does not apply to you unless your annual earnings from your employment with the Company exceed the threshold established by the Washington Department of Labor and Industries pursuant to RCW 49.62.040. As of 2023, this threshold was $116,593.48. As of 2024, the Department has announced that this threshold will be $120,559.99.

6. **INJUNCTIVE RELIEF**

You agree that each of the restraints contained herein is, in consideration for, and necessary for the protection of the goodwill, Confidential Information, Trade Secrets and other legitimate interests of the Company; that each and every one of these restraints is reasonable in respect to subject matter, length of time and geographic area, to the extent they apply in the State in which your employment with the Company is based; and that these restraints, neither individually nor in the aggregate, will not prevent you from obtaining other suitable employment during the period in which you are bound by such restraints. You further acknowledge that, if you breach any one or more of the covenants contained in Section 5, the damage to the Company would be irreparable. You therefore agree that the Company, in addition to any other remedies available to it, including, without limitation, the remedies set forth in Sections 7 and 8, shall be entitled to injunctive relief against your breach or threaten breach of said covenants, to the extent they apply in the State in which your employment with the Company is based. You and the Company further agree that, in the event that any one or more of the provisions of Section 5 shall be determined by any court of competent jurisdiction to be unenforceable by reason of it being overly broad, such provision shall be deemed to be modified to permit its enforcement to the maximum extent permitted by law.

7. **VIOLATION OF PROMISES**

You agree that if you violate any one or more of the promises set forth in Section 5 then, in lieu of or in addition to any other remedies available to Company as permitted by applicable law, all unvested Stock Options subject to this Grant shall be immediately forfeited. If at any time the Committee or the Sr. HR Officer notifies (the date such notice is provided, the "Notice Date") the Company that they reasonably believe that you have violated any one or more of the promises set forth in Section 5, the vesting of this Grant may be suspended pending a determination of whether you violated any such provision by a tribunal as specified in Section 8 and 10. In addition, in lieu of or in addition to any remedy provided for in Section 6, at any time the Company may seek in any such proceeding that you be required to immediately deliver to the Company any shares of Common Stock (or the fair market value thereof) and any related Dividend Equivalent Payments earned by or issued to you pursuant to this Grant at any time during the three (3) full fiscal years preceding the Notice Date. You agree that you will deliver such shares of Common Stock (or the fair market value thereof) and any related Dividend Equivalent Payments to the Company on such terms and conditions as may be required by the Company. You further agree that the Company will be entitled to enforce this repayment obligation by all legal means available, including, without limitation, to set off the market value of any such shares of Common Stock and any related Dividend Equivalent Payments against any amount that might be owed to you by the Company. For the avoidance of doubt, this paragraph shall apply only to the extent the promises set forth in Section 5, is applicable in the State in which your employment with the Company is based.

8. DISPUTE RESOLUTION

(i) You and the Company each agree that any controversy, claim, or dispute arising out of or relating to these Standard Terms and Conditions or arising out of or relating to your employment relationship with the Company or any of its affiliates, the termination of such relationship, or your conduct following the termination of such relationship, shall be resolved by binding arbitration before a neutral arbitrator on an individual basis only, and not in any form of class, collective, or private attorney general representative proceeding. By way of example only, claims subject to this agreement to arbitrate include claims litigated under federal, state and local statutory or common law, such as the Family Medical Leave Act, the Age Discrimination in Employment Act of 1967, Older Workers Benefit Protection Act of 1990, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1990, the Americans with Disabilities Act, the Federal Employers Liability Act, the Federal Railway Safety Act, the Worker Adjustment and Retraining Notification Act, the Genetic Information Nondiscrimination Act, the law of contract and the law of tort. You and the Company each agree that such claims may be brought in an appropriate administrative forum, but if you or the Company seek a judicial forum to resolve the matter, this agreement for binding arbitration will become immediately effective, and you and the Company each hereby knowingly and voluntarily waive any right to have any such dispute tried and adjudicated by a judge or jury.

(ii) For disputes arising under Sections 5 and 7 of these Terms and Conditions, the parties will submit the dispute, within 30 business days following service of notice of such dispute by one party on the other, to the American Arbitration Association (AAA) for prompt resolution in the State in which your employment with the Company is based, under AAA rules for employment disputes. For all other disputes within the scope of subpart (i), the parties will submit the dispute, within 30 business days following service of notice of such dispute by one party on the other, to AAA for prompt resolution in Salt Lake City, Utah, also under AAA rules for employment disputes. In either case, there shall be a single arbitrator, chosen in accordance with AAA rules, who at such time shall be on AAA's Judicial Panel. If there are no AAA arbitrators in the applicable State, another arbitrator shall be selected from that State or a neighboring State, but the arbitration will still be conducted in the State in which your employment with the Company is based. The decision of the arbitrator will be final and binding upon the parties, and judgment may be entered thereon in accordance with applicable law in any court having jurisdiction. The arbitrator shall have the authority to make an award of monetary damages and interest thereon. The arbitrator shall have no authority to award, and the parties hereby waive any right to seek or receive, specific performance or an injunction, punitive or exemplary damages, except that the arbitrator shall have authority to issue injunctive relief to enforce the covenants in Sections 5 and 7, to the extent those covenants apply in the State in which your employment with the Company is based. The arbitrator will have no authority to order a modification or amendment of these Standard Terms and Conditions, except that if the arbitrator finds any covenant in Sections 5 and 7 of this agreement to be unenforceable as written, the arbitrator shall deem the agreement amended in order to give each such covenant its maximum effect, to the extent permitted by law in the State in which your employment with the Company is based. The arbitrator shall have the authority to award costs of arbitration, including reasonable attorney's fees, to the prevailing party, but in the absence of such award the parties shall bear their own attorney and filing fees unless otherwise agreed upon mutually by the parties or required by law. The Company shall bear the cost of the arbitrator's fees.

(iii) Notwithstanding the foregoing, the Company may seek injunctive relief to enforce any one or more of the covenants set forth in Sections 5 or 7 of these Terms and Conditions, in a court of competent jurisdiction, as set forth in Section 10 below. You specifically agree that a court of competent jurisdiction may enter preliminary injunctive relief to restrain violations of any of the covenants in Sections 5 or 7 of these Terms and Conditions, pending arbitration or other litigation. For the avoidance of doubt, this provision only applies to the promises set forth in Sections 5 or 7, to the extent those Sections are applicable in the State in which your employment with the Company is based.

9. SEVERABILITY

If any provision of these Standard Terms and Conditions is, becomes, or is deemed to be invalid, illegal, or unenforceable in any jurisdiction, such provision shall be construed or deemed amended or limited in scope to conform to applicable laws or, in the discretion of the Company, it shall be stricken and the remainder of these Standard Terms and Conditions shall remain in force and effect.

10. CHOICE OF LAW; JURISDICTION

All questions pertaining to the construction, regulation, validity, and effect of these Standard Terms and Conditions shall be determined in accordance with the laws of the State of Utah, without regard to the conflict of laws doctrine, with the exception of Sections 5 or 7. All questions pertaining to the construction, regulation, validity, and effect of Sections 5 or 7 shall be determined in accordance with the laws of the State in which your employment with the Company is based. With respect to any claim or dispute involving your Grant and/or these Standard Terms and Conditions that is not subject to the arbitration pursuant to Section 10 hereof, other than those arising from Sections 5 or 7, you and the Company each hereby consent and submit to the personal jurisdiction and venue of any state or federal court located in the county of Salt Lake City within the State of Utah and, recognizing the appropriateness of the State of Utah for any such matters due to the Company being incorporated in Utah, you and the Company hereby agree and consent to the state and federal courts located in the county of Salt Lake City within the State of Utah as the sole and exclusive forum for resolution of any and all claims, causes of action or disputes arising out of or related to your Award and these Standard Terms and Conditions (including all terms incorporated by reference into these Standard Terms and Conditions).

11. AMENDMENTS

The Plan and these Standard Terms and Conditions may be amended or altered by the Committee or the Company's Board of Directors to the extent provided in the Plan.

12. RESTRICTIONS ON RESALES OF SHARES ACQUIRED PURSUANT TO OPTION EXERCISE

The Company may impose such restrictions, conditions or limitations as it determines appropriate as to the timing and manner of any resales by you or other subsequent transfers by you of any Common Stock issued as a result of the exercise of the Option, including without limitation (a) restrictions under an insider trading policy, (b) restrictions designed to delay and/or coordinate the timing and manner of sales by you and other option holders and (c) restrictions as to the use of a specified brokerage firm for such resales or other transfers.

13. INCOME TAXES

The Company shall not deliver shares of Common Stock in respect of the exercise of any Option unless and until you have made satisfactory arrangements to pay or otherwise satisfy all applicable tax withholding obligations. Unless you pay the tax withholding obligations to the Company by cash or check in connection with the exercise of the Option, tax withholding may be effected, at the Company's option, by withholding Common Stock issuable in connection with the exercise of the Option (provided that shares of Common Stock may be withheld only to the extent that such tax withholding will not result in adverse accounting treatment for the Company). You acknowledge that the Company shall have the right to deduct any taxes required to be withheld by law in connection with the exercise of the Option from any amounts payable by it to you (including, without limitation, future cash wages).

14. NON-TRANSFERABILITY OF OPTION

You understand, acknowledge and agree that, except as permitted under the Plan, you may not assign or transfer the Option to anyone other than by will or the laws of descent and distribution and the Option shall be exercisable only by you during your lifetime or, following your death, by your beneficiary. The Company may cancel your Option if you attempt to assign or transfer it in a manner inconsistent with this Section 14. Your beneficiaries and anyone claiming an interest in the Option through you are subject to all of the terms and conditions applicable to you, other than the covenants set forth in Section 5.

15. CLAWBACK AND RECOUPMENT

If you are or become a Covered Executive or Other Executive under the Company's Policy for Recoupment of Certain Compensation, you agree that your Option, and shares issuable upon exercise of the Option, are subject to recoupment, including in connection with a financial restatement or any detrimental conduct, pursuant to and in accordance with the Company's Policy for Recoupment of Certain Compensation, as amended from time to time, and pursuant to any other policy the Company may adopt pursuant to the Dodd-Frank Wall Street Reform and Consumer Protection Act, other applicable law, or stock exchange listing standard. No recovery of compensation under such a clawback policy shall be treated as an event giving rise to a right to terminate employment for "good reason" or "constructive termination" (or any similar term) under any agreement with the Company. In addition, if you are or become a Covered Executive or Other Executive under the Company's Policy for Recoupment of Certain Compensation, you agree that that the Company shall not indemnify you against any liability or loss (including without limitation the loss of any incentive-based compensation, any payment or reimbursement for the cost of third-party insurance purchased by you to fund potential recovery obligations with respect to the Company's Policy for Recoupment of Certain Compensation, or any judgments, fines, taxes, penalties or amounts paid in settlement by or on behalf of you) incurred by you in connection with or as a result of any action taken by the Company to enforce the terms of the Company's Policy for Recoupment of Certain Compensation (a "Clawback Proceeding"), or provide any indemnification or advancement of expenses (including attorneys' fees) incurred by you in connection with any such Clawback Proceeding.

16. LIMITATION OF INTEREST IN SHARES SUBJECT TO OPTION

Neither you (individually or as a member of a group) nor any beneficiary or other person claiming by, under or through you shall have any right, title, interest, or privilege in or to any shares of Common Stock allocated or reserved for the purpose of the Plan, the Long Term Plan or subject to the Grant Notice or these Standard Terms and Conditions except as to such shares of Common Stock, if any, as shall have been issued to such person upon vesting of the Stock Units, which shares shall remain subject to the conditions set forth in these Standard Terms and Conditions. Nothing in the Plan, the Long-Term Plan, the Grant Notice, these Standard Terms and Conditions or any other instrument executed pursuant to the Plan shall confer upon you any right to continue in the Company's employ or service nor limit in any way the Company's right to terminate your employment at any time for any reason.

17. OTHER AGREEMENTS SUPERSEDED

The Grant Notice, these Standard Terms and Conditions, the Plan and the Long-Term Plan constitute the entire understanding between you and the Company regarding the Option. Any prior agreements, commitments or negotiations concerning the Option are superseded.

18. REVIEW PERIOD/NOTICE FOR CERTAIN EMPLOYEES

IF YOU ARE EMPLOYED BY THE COMPANY IN THE STATE OF **COLORADO** AND ARE SUBJECT TO THE RESTRICTIONS IN SECTIONS 5(E), (F) and (G), YOU ACKNOWLEDGE THAT YOU RECEIVED THIS AGREEMENT BEFORE THE EARLIER OF ITS EFFECTIVE DATE OR THE EFFECTIVE DATE OF ANY ADDITIONAL COMPENSATION OR CHANGE IN THE TERMS OR CONDITIONS OF EMPLOYMENT THAT PROVIDES CONSIDERATION FOR THE COVENANTS IN THIS AGREEMENT. YOU ACKNOWLEDGE THAT YOU HAVE 14 CALENDAR DAYS FROM THE DAY YOU RECEIVED THIS AGREEMENT TO REVIEW IT AND THAT YOU ARE ADVISED TO CONSULT LEGAL COUNSEL PRIOR TO SIGNING IT.

IF YOU ARE EMPLOYED BY THE COMPANY IN THE **DISTRICT OF COLUMBIA** AS A "HIGHLY COMPENSATED EMPLOYEE," AS DEFINED IN SECTION 5(H), YOU ACKNOWLEDGE THAT YOU HAVE HAD AT LEAST 14 CALENDAR DAYS BEFORE YOU BEGAN YOUR EMPLOYMENT TO REVIEW THIS AGREEMENT, OR IF YOU ARE A CURRENT EMPLOYEE, 14 DAYS FROM THE DAY YOU RECEIVED THIS AGREEMENT TO REVIEW IT. PLEASE ALSO TAKE NOTICE THAT THE DISTRICT'S BAN ON NON-COMPETE AGREEMENTS AMENDMENT ACT OF 2020, AS AMENDED LIMITS THE USE OF NON-COMPETE AGREEMENTS. IT ALLOWS EMPLOYERS TO REQUEST NON-COMPETE AGREEMENTS FROM HIGHLY COMPENSATED EMPLOYEES, AS THAT TERM IS DEFINED IN THE BAN ON NON-COMPETE AGREEMENTS AMENDMENT ACT OF 2020, AS AMENDED, UNDER CERTAIN CONDITIONS. IF YOU MEET THE COMPENSATION THRESHOLDS SET FORTH IN SECTIONS 5(E) AND (G), THE COMPANY HAS DETERMINED THAT YOU ARE A HIGHLY COMPENSATED EMPLOYEE. FOR MORE INFORMATION ABOUT THE BAN ON NON-COMPETE AGREEMENTS AMENDMENT ACT OF 2020, AS AMENDED, CONTACT THE DISTRICT OF COLUMBIA DEPARTMENT OF EMPLOYMENT SERVICES (DOES).

IF YOU ARE EMPLOYED BY THE COMPANY IN THE STATE OF **ILLINOIS**, YOU ACKNOWLEDGE THAT YOU HAVE AT LEAST 14 CALENDAR DAYS FROM THE DAY YOU RECEIVED THIS AGREEMENT TO REVIEW IT AND THAT YOU ARE ADVISED TO CONSULT LEGAL COUNSEL PRIOR TO SIGNING IT.

UNION PACIFIC CORPORATION
GRANT NOTICE FOR 2021 STOCK INCENTIVE PLAN
PERFORMANCE STOCK UNITS

FOR GOOD AND VALUABLE CONSIDERATION, Union Pacific Corporation (the "Company"), hereby grants to Participant named below (for purposes hereof, references herein to "you" or "your" shall refer to such Participant) the number of Stock Units specified below (the "Award"), upon the terms and subject to the conditions set forth in this Grant Notice, the Union Pacific Corporation 2021 Stock Incentive Plan (the "Plan"), the Standard Terms and Conditions (the "Standard Terms and Conditions") adopted under such Plan and described in this Grant Notice, and the Union Pacific Corporation Long Term Plan (the "Long Term Plan") approved and adopted by the Compensation and Benefits Committee of the Company's Board of Directors (the "Committee"), and the Policy for Recoupment of Certain Compensation, each as amended from time to time. In addition, if you become eligible for and entitled to severance benefits under a broad based severance pay policy of the Company that include waiver of the continuous employment requirement applicable to the Stock Units (the "Severance Policy"), the Award also shall be subject to the terms of such Severance Policy.

Each Stock Unit subject to this Award represents the right to receive one share of the Company's common stock, par value $2.50 (the "Common Stock"), subject to the conditions set forth in this Grant Notice, the Plan, the Standard Terms and Conditions, and the Long Term Plan. This Award is granted pursuant to the Plan and the Long Term Plan and is subject to and qualified in its entirety by the Standard Terms and Conditions.

Name of Participant:	V. James Vena
Grant Date:	February 8, 2024
Grant Number:	
Target Number of Stock Units subject to the Award: **The maximum number of stock units subject to the award is two times the amount shown.** The participant is eligible to receive up to the maximum number of stock units in accordance with the program design in the Long Term Plan Summary. The actual number of shares paid, if any, depends on the achievement level of the applicable performance criteria.	
Restriction Period:	3 years
Restriction Period Commencement Date:	February 8, 2024
Restriction Period Termination Date:	February 8, 2027

By electronically accepting this Award, you acknowledge that you have received and read, and agree that this Award shall be subject to, the terms of this Grant Notice, the Plan, the Standard Terms and Conditions, and the Long Term Plan (including, but not limited to, the Committee's discretionary authority under the Long Term Plan to determine the number of Stock Units payable with respect to the Award) and, if applicable, the Severance Policy (including, but not limited to, the Severance Policy's requirement, if any, that you execute a general release of employment-related claims) and the Policy for Recoupment of Certain Compensation. You also hereby consent to the delivery of information (including, without limitation, information required to be delivered to you pursuant to applicable securities laws) regarding the Company and the Subsidiaries, the Plan, and the Stock Units via Company website or other electronic delivery.

YOU HAVE ONE HUNDRED AND EIGHTY (180) DAYS FROM THE GRANT DATE SET FORTH IN THIS GRANT NOTICE TO ELECTRONICALLY ACCEPT THIS AWARD AND THE STANDARD TERMS AND CONDITIONS. IF YOU DO NOT ACCEPT THIS AWARD AND THE STANDARD TERMS AND CONDITIONS IN THE APPLICABLE 180 DAY PERIOD, YOU WILL ***FORFEIT*** THE PERFORMANCE STOCK UNITS THAT ARE THE SUBJECT OF THIS AWARD.

UNION PACIFIC CORPORATION
STANDARD TERMS AND CONDITIONS FOR
PERFORMANCE STOCK UNITS

These Standard Terms and Conditions apply to the Award of performance stock units granted pursuant to the Union Pacific Corporation 2021 Stock Incentive Plan, as amended from time to time (the "Plan"), which are evidenced by a Grant Notice that specifically refers to these Standard Terms and Conditions. In addition to these Standard Terms and Conditions, the performance stock units shall be subject to the terms of the Plan and the Long-Term Plan and, if applicable, the Severance Policy and the Policy for Recoupment of Certain Compensation, each as amended from time to time, which are incorporated into these Standard Terms and Conditions by reference. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Plan. For purposes of these Standard Terms and Conditions and the Grant Notice, any reference to the Company (as defined below) shall include a reference to any Subsidiary. Additionally, for purposes of these Standard Terms and Conditions, references in these Standard Terms and Conditions to "you" or "your" shall refer to the Participant named in the Grant Notice provided to said Participant herewith (the "Grant Notice"), and such Participant's heirs and beneficiaries.

By electronically accepting the Award and these Standard Terms and Conditions, you acknowledge and agree to be bound by the following, which will survive your termination from employment and the vesting or forfeiture of this Award:

PERFORMANCE STOCK UNITS

1. TERMS OF PERFORMANCE STOCK UNITS

Union Pacific Corporation, a Utah corporation (the "Company"), has granted to you an award of a target number of performance stock units that may be earned at between 0% and 200% of the specified target level (the "Award" or the "Stock Units") specified in the Grant Notice. Each Stock Unit represents the right to receive (i) one share of the Company's common stock, $2.50 par value per share (the "Common Stock") and (ii) a payment in cash equal to the amount of dividends that would have been payable on one share of Common Stock had you owned such Common Stock from the Grant Date specified in the Grant Notice through the payment date for such Stock Units ("Dividend Equivalent Payments"), in each case to the extent that the applicable Performance Criteria described below have been satisfied. The Award is subject to the terms and conditions set forth in the Grant Notice, these Standard Terms and Conditions, the Plan, the Long Term Plan and, if applicable, the Severance Policy and the Policy for Recoupment of Certain Compensation, each as amended from time to time.

2. VESTING OF PERFORMANCE STOCK UNITS

The Award shall not be vested as of the Grant Date set forth in the Grant Notice and shall be forfeitable until the end of the Restriction Period as set forth in the Grant Notice (the "Restriction Period Termination Date"), unless otherwise provided under these Standard Terms and Conditions and, for the avoidance of doubt, specifically subject to Section 3 hereof. After the end of the Restriction Period, subject to your continued employment with the Company through the Restriction Period Termination Date and to termination or acceleration as provided in these Standard Terms and Conditions, the Plan, the Long Term Plan and, if applicable, the Severance Policy, and to the extent certified by the Committee as described below, the Award (including related Dividend Equivalent Payments) shall become vested as of the Restriction Period Termination Date with respect to that number of Stock Units determined by the Committee to be paid pursuant to the Award. Unless the Committee shall determine otherwise, a period in which you are on a leave of absence during the Restriction Period in accordance with a leave of absence policy adopted by the Company shall count toward satisfaction of the Restriction Period.

3. PERFORMANCE CRITERIA

The "Performance Criteria" are average annual Return on Invested Capital ("ROIC") and relative Operating Income Growth ("OIG"). The definition and calculation of annual ROIC and relative OIG shall be determined in accordance with the Long-Term Plan.

You may earn Stock Units at the conclusion of the Restriction Period (or such earlier time as may be provided in Section 6) based on the Company's satisfaction of the Performance Criteria in accordance with the ROIC targets and payout schedule and the relative OIG targets and payout schedule approved by the Committee, as determined and certified by the Committee (or the Committee's delegate) in its sole discretion (the "Certification Date"). To the extent certified by the Committee, you may earn up to two times the Stock Unit Target Award as shown on the Grant Notice based on the average of all three fiscal years (2024, 2025 and 2026) of ROIC performance achieved and the Company's relative OIG percentile ranking (which is based on the Company's OIG performance over the three fiscal year period as compared to the OIG performance over that period of the constituent companies of the S&P 100 Industrials Index and Class I Railroads as set forth in the Long Term Plan), as determined and certified by the Committee (or the Committee's delegate) in its sole discretion. Notwithstanding the foregoing, the Committee retains the discretion under the Long-Term Plan to determine the number of Stock Units payable with respect to your Award.

4. DIVIDEND EQUIVALENT PAYMENTS

You are not entitled to receive cash dividends on the Stock Units, but will receive Dividend Equivalent Payments in an amount equal to the value of the cash dividends that would have been paid (based on the record date for such dividends) on the number of shares of Common Stock equal to the number of Stock Units which are earned (as determined by the Committee) based on the achievement of the applicable Performance Criteria as if such shares had been outstanding between the Grant Date and the payment date of such shares of Common Stock. Dividend Equivalent Payments shall not be adjusted for interest, earnings or assumed reinvestment. Except as provided in the immediately following paragraph, Dividend Equivalent Payments shall be paid to you at the time the earned shares of Common Stock to which those Dividend Equivalent Payments relate are delivered (or would be delivered in the absence of a deferral election made by you as described in Section 6(vii)) under Section 6(i) – (vi), as applicable. Distribution of Dividend Equivalent Payments shall be subject to the Company's collection of all tax withholding obligations applicable to such distribution. No Dividend Equivalent Payment shall be paid or distributed on Stock Units (or shares underlying the Stock Units) that are forfeited or that otherwise do not vest and are not issued or issuable under the Award.

If you have elected to defer receipt of earned Stock Units in accordance with the terms of the Deferred Compensation Plan of Union Pacific Corporation (the "Deferred Compensation Plan"), Dividend Equivalent Payments with respect to such earned and deferred Stock Units which relate to dividends paid on and after the date of the deferral of such Stock Units (i.e., the date that the Stock Units would have been payable to you under the Plan had such Stock Units not been deferred under the Company's Deferred Compensation Plan) shall be credited as part of the Award Account (as defined in the Deferred Compensation Plan) under the Company's Deferred Compensation Plan, and shall be deferred for payment at the same time as the Award Account is paid under the terms of the Company's Deferred Compensation Plan.

Notwithstanding the foregoing, the Company may delay payment of a Dividend Equivalent Payment as described in Section 6(viii) hereof.

5. RESTRICTIONS

Unless provided otherwise by the Committee, the following restrictions apply to the Stock Units:

(i) You shall be entitled to delivery of the shares of Common Stock underlying the Stock Units only as specified in Section 6 hereof;

(ii) All of the Stock Units shall be forfeited and all of your rights to such Stock Units and the right to receive Common Stock (and related Dividend Equivalent Payments) shall terminate without further obligation on the part of the Company in the event of your Separation from Service with the Company without having a right to delivery of shares of Common Stock under Section 6 hereof; and

(iii) Any Stock Units not earned as of the Restriction Period Termination Date shall be forfeited and all of your rights to such Stock Units, including any Dividend Equivalent Payments, shall terminate without further obligation on the part of the Company.

6. ACCELERATION/LAPSE OF RESTRICTION PERIOD

Unless determined otherwise by the Committee and subject to Sections 6(vii) and 6(viii) hereof, the Stock Units shall be treated as follows:

(i) Following the end of the Restriction Period and provided you have remained continuously employed by the Company through the Restriction Period Termination Date and absent any Change of Control before the Restriction Period Termination Date in which the acquiring or surviving company in the transaction does not assume or continue the outstanding Stock Units, shares of Common Stock equal to the number of Stock Units which are earned (as determined by the Committee) based on the achievement of the applicable Performance Criteria shall be delivered to you (through your account at the Company's third party stock plan administrator, if applicable) free of all restrictions except subject to the covenants contained in these Standard Terms and Conditions. The payment of the Stock Units under this Section 6(i) shall be made to you within thirty (30) days of the Restriction Period Termination Date, but in no event later than the last day of the calendar year that includes the Restriction Period Termination Date.

(ii) If you: (A) have a Separation from Service with the Company due to (1) death, (2) Retirement (as such term is defined below in this Section 6(ii)) (including a Separation from Service for the reason described in Section 6(v) hereof on or after the date you satisfy the age, service and other criteria for Retirement), or (3) an involuntarily termination of employment by the Company (other than a termination as a result of your Disability, cause or gross misconduct as determined by the Committee); or (B) are determined to be disabled under the provisions of an applicable long-term disability plan of the Company ("Disability") (each a "Lapse Event"), prior to the Restriction Period Termination Date and prior to a Change in Control in which the acquiring or surviving company in the transaction does not assume or continue the outstanding Stock Units, you, your estate or your beneficiary, as applicable (each a "Payee"), shall be entitled to receive shares of Common Stock equal to the number of Stock Units which are earned (as determined by the Committee) based on the average of all three fiscal years (2024, 2025 and 2026) of the applicable ROIC and relative OIG performance achieved . The payment of the Stock Units earned under this Section 6(ii) shall be made within thirty (30) days of the Restriction Period Termination Date, but in no event later than the last day of the calendar year that includes the Restriction Period Termination Date. The Stock Units paid in accordance with this Section 6(ii) remain subject to the covenants contained in these Standard Terms and Conditions. If you have a Lapse Event and subsequently return to employment with the Company before the end of the Restriction Period, you will not be eligible to earn additional Stock Units beyond those described in this Section 6(ii). "Retirement" shall mean a Separation from Service with at least 2 years of service as Chief Executive Officer; provided that you have given at least 180 days' written notice of your intent to Retire and have assisted in the transition of your role to your successor.

(iii) Upon the occurrence of a Change in Control in which the acquiring or surviving company in the transaction does not assume or continue the outstanding Stock Units and such Change in Control occurs prior to both your Separation from Service for any reason and the Restriction Period Termination Date, shares of Common Stock equal to the number of Stock Units which are earned (as determined by the Committee) based on achievement of the applicable Performance Criteria through the end of each fiscal year ending prior to the occurrence of such Change in Control and through the end of the most recent fiscal quarter ending prior to the date of the Change in Control shall be delivered to you (through your account at the Company's third party administrator, if applicable) free of all restrictions except subject to the covenants contained in these Standard Terms and Conditions. No additional Stock Units granted as part of the Award may be earned following the Change in Control. Shares of Common Stock to which you are entitled pursuant to this Section 6(iii) shall be delivered as soon as administratively practicable following the date on which the Change in Control occurs, but in no event later than two and one-half (2½) months following the end of the calendar year that includes the date on which the Change in Control occurs.

(iv) Except as provided in Sections 6(ii) or 6(v) hereof, in the event you have a Separation from Service with the Company prior to both you having satisfied the age, service and other criteria for Retirement and the Restriction Period Termination Date and, as a result of such Separation from Service, you are eligible for and entitled to payment of severance benefits under the provisions of a Severance Policy that include waiver of the continuous employment requirement applicable to the Stock Units, shares of Common Stock equal to the number or portion of the Stock Units determined under such Severance Policy, which are earned (as determined by the Committee) based on achievement of the Performance Criteria through the end of the fiscal year 2024, 2025 or 2026 (or portion thereof), as established under the Severance Policy, and for which the continuous employment requirement has been waived under the Severance Policy shall be delivered to you (through your account at the Company's third party stock plan administrator, if applicable) free of all restrictions except subject to the covenants contained in these Standard Terms and Conditions. The payment of the Stock Units under this Section 6(iv) shall be made at the time designated under the Severance Policy, but in no event later than two and one-half (2½) months following the end of the calendar year that includes the date on which the Separation from Service occurs.

(v) If you have not satisfied the age, service and other criteria for Retirement and have a Separation from Service prior to the Restriction Period Termination Date because your employment is involuntarily terminated by the Company (other than a termination as a result of your Disability, cause or gross misconduct as determined by the Committee), within twenty-four (24) months following a Change in Control, shares of Common Stock equal to the number of Stock Units which are earned (as determined by the Committee) based on achievement of the applicable Performance Criteria through the end of each fiscal year ending prior to the occurrence of such Change in Control and through the end of the most recent fiscal quarter ending prior to the date of the Change in Control shall be delivered to you (through your account at the Company's third party administrator, if applicable) free of all restrictions except subject to the covenants contained in these Standard Terms and Conditions. The payment of the Stock Units under this Section 6(v) shall be made as soon as administratively practicable following your Separation from Service, but in no event later than two and one-half (2½) months following the end of the calendar year that includes the date on which the Separation from Service occurs.

(vi) Except as otherwise provided in this Section 6, all of the Stock Units shall be forfeited and all of your rights to such Stock Units shall terminate without further obligation on the part of the Company unless you remain in the continuous employment of the Company (such continuous employment shall, for this purpose, include a period of time during which you are absent from active employment in accordance with a leave of absence policy adopted by the Company) until the earlier of the Restriction Period Termination Date or a Change in Control in which the acquiring or surviving company in the transaction does not assume or continue the outstanding Stock Units. Notwithstanding the foregoing, the Committee may, if it finds that the circumstances in the particular case so warrant and subject to your satisfaction of any conditions the Company may require, allow you, even if you cease to be so continuously employed and have a Separation from Service prior to the earlier of the Restriction Period Termination Date or such Change in Control, to vest in some or all of the Stock Units which are earned (as determined by the Committee) based on achievement of the applicable Performance Criteria through the end of the fiscal year ending prior to the year in which such Separation from Service occurs. In such event, the payment of the Stock Units under this Section 6(vi) shall be made as soon as administratively practicable following the date on which the Committee authorizes such payment, but in no event later than two and one-half (2½) months following the end of the calendar year that includes the date on which your Separation from Service occurs. The Stock Units paid in accordance with this Section 6(vi) remain subject to the covenants contained in these Standard Terms and Conditions.

(vii) Notwithstanding the foregoing, you may elect to defer receipt of payment of shares underlying the Stock Units to the extent and according to the terms, if any, provided by the Deferred Compensation Plan. If you so elect to defer payment of shares underlying the Stock Units, such payments will be made in accordance with the Deferred Compensation Plan and with any payments of Dividend Equivalent Payments made in accordance with the provisions of Section 4.

(viii) Notwithstanding the foregoing, the Company shall not be obligated to deliver any shares of Common Stock during any period when the Company determines that the delivery of shares hereunder would: violate any federal, state or other applicable laws and/or may issue shares subject to any restrictive legend that, as determined by the Company's counsel, is necessary to comply with securities or other regulatory requirements. Furthermore, the date on which shares are delivered to you (and any Dividend Equivalent Payment thereon) may include a delay to provide the Company such time as it determines appropriate to calculate and certify the extent to which the Performance Criteria were satisfied and to calculate and address tax withholding and/or other administrative matters; provided, however, that delivery of shares of Common Stock underlying the Stock Units (including any Dividend Equivalent Payments) for Stock Units that are determined to be exempt from the requirements of Internal Revenue Code § 409A shall in all events be made at a time that satisfies the "short-term deferral" exception described in Treas. Reg. section 1.409A-1(b)(4) and for Stock Units subject to Internal Revenue Code section 409A shall in all events be made at a time that satisfies Treas. Reg. 1.409A-2(b)(7).

7. PROTECTION OF CONFIDENTIAL INFORMATION AND TRADE SECRETS

A. CONFIDENTIAL INFORMATION AND TRADE SECRETS

You acknowledge that the Company regards certain information relating to its business and operations as confidential. This includes all confidential and proprietary information concerning the assets, business or affairs of the Company or any customers thereof ("Confidential Information"). You further acknowledge that the Company has certain information that derives economic value from not being known to the general public or to others who could obtain economic value from its disclosure or use, which the Company takes reasonable efforts to protect the secrecy of ("Trade Secrets").

B. TYPES OF CONFIDENTIAL INFORMATION OR TRADE SECRETS

You acknowledge that you developed and/or obtained, or have had and will in the future continue to have access to one or more of the following types of Confidential Information or Trade Secrets: information about rates or costs; customer or supplier agreements and negotiations; business opportunities; scheduling and delivery methods; business and marketing plans; financial information or plans; communications within the attorney-client privilege or other privileges; operating procedures and methods; construction methods and plans; proprietary computer systems design, programming or software; strategic plans; succession plans; proprietary company training programs; employee performance, compensation or benefits; negotiations or strategies relating to collective bargaining agreements and/or labor disputes; and policies and internal or external claims or complaints regarding personal injuries, employment laws or policies, environmental protection, or hazardous materials. You agree that any unauthorized disclosures by you to any third party of such Confidential Information or Trade Secrets would constitute gross misconduct.

Notwithstanding the foregoing, in accordance with the Defend Trade Secrets Act of 2016, you will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a Trade Secret that is made (i) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

C. AGREEMENT TO MAINTAIN CONFIDENTIAL INFORMATION

You agree to not, unless you received prior written consent from the senior human resources officer or such other person designated in writing by the Company (hereinafter collectively referred to as the "Sr. HR Officer"), or unless ordered by a court or government agency, (i) divulge, use, furnish or disclose to any subsequent employer or, except to the extent necessary to perform your job responsibilities with the Company, any other person, whether or not a competitor of the Company, any Confidential Information or Trade Secrets, or (ii) retain or take with you when you leave the Company any property of the Company or any documents (including any electronic or computer records) relating to any Confidential Information or Trade Secrets.

D. PRIOR NOTICE OF EMPLOYMENT

You acknowledge that if you become an employee, contractor, or consultant for any other person or entity engaged in the Business of the Company, as defined in Section (G), it would create a substantial risk that you would, intentionally or unintentionally, disclose or rely upon the Company's Confidential Information or Trade Secrets for the benefit of the other person or entity to the detriment of the Company. You further acknowledge that such disclosures would be particularly damaging if made shortly after you leave the Company. You agree that while you are employed by or working for the Company and for a period of one (1) year after you leave the Company, before accepting any employment or affiliation with another person or entity, you will give written notice to the Sr. HR Officer of your intention to accept such employment or affiliation. You also agree to confer in good faith with the Sr. HR Officer concerning whether your proposed employment or affiliation could reasonably be expected to be performed without improper disclosure of Confidential Information or Trade Secrets.

E. NON-SOLICITATION OF CUSTOMERS

In consideration for your employment with the Company, the financial and other benefits you received from that employment, and.or access to Confidential Information and/or Trade Secrets, as defined in this Agreement, you agree that during employment with the Company, and for a period of one (1) year following your departure from the Company, you will not (directly or indirectly, in association with others or otherwise) call on or solicit any of the Company's customers with whom you had personal contact during the period from the Grant Date of this Award until the Restriction Period Termination Date (or, if earlier, the date your employment with the Company ceased), for the purpose of providing the customers with goods and/or services similar in nature to those provided by the Company in its Business as defined below in Section (G).

F. NON-SOLICITATION OF EMPLOYEES

In consideration for your employment with the Company, the financial and other benefits you received from that employment, and.or access to Confidential Information and/or Trade Secrets, as defined in this Agreement, you agree that during employment with the Company, and for a period of one (1) year following your departure from the Company, you will not (directly or indirectly, in association with others or otherwise), participate in hiring or attempting to hire away a Company employee or contractor, or induce or encourage any employees or contractors of the Company to terminate their relationship with the Company, without prior written consent of the Sr. HR Officer.

G. NON-COMPETITION

In consideration for your employment with the Company, the financial and other benefits you received from that employment, and/or access to Confidential Information and/or Trade Secrets, as defined in this Agreement, you agree that during employment with the Company, and for a period of one (1) year following your departure from the Company, you will not (directly or indirectly, in association with others or otherwise) engage in any activity for a competitive Business (as defined below) in which (i) the use, disclosure, or misappropriation of the Confidential Information and/or Trade Secrets you had access to or obtained during your employment with the Company may provide the competitive Business with a competitive advantage against the Company, and/or otherwise cause harm to the Company; or (ii) you would be in a position to solicit or otherwise contact, on behalf of the competitive Business, any current or prospective Company customers and clients with whom you had personal contact or about whom you learned Confidential Information and/or Trade Secrets. The foregoing includes, without limitation, engagement as an officer, director, proprietor, employee, partner, manager, member, investor (other than as a holder of less than 2% of the outstanding capital stock of a publicly traded corporation), guarantor, consultant, advisor, agent, sales representative or other participant within any State in which the Company does business. For the avoidance of doubt, the term "State" as used in this agreement shall be interpreted to include any legal territory of the United States where the Company does business, including, by way of example, the District of Columbia. Further, for purposes of these Standard Terms and Conditions, the term "Business" means the transportation of goods in interstate commerce and related services in or through or for any State in which the Company or any of its affiliates provides such services directly or indirectly and any other activity that supports such operations including by the way of example but not limitation, marketing, information systems, logistics, technology development or implementation, terminal services and any other activity of the Company or any of its affiliates related to providing such services. This Section (G) is not intended to prevent you from engaging in any activity that is not substantially the same as or competitive with the Company's Business.

H. SPECIFIC STATE LAW LIMITATIONS

This Section 7 is subject to the following limitations or agreements for employees based in the specific States listed below. The Company agrees to these limitations solely for the purpose of compliance with each State's laws. If your employment with the Company is not based in the following States, you agree that the paragraphs above apply to you in full.

(i) For employees based in California:

(a) Section (E) does not apply to you, except that you agree that you will be prohibited from solicitation of the Company's clients using the Company's trade secrets, and/or providing services for anyone other than the Company using the Company's trade secrets.

(b) Sections (F) and (G) do not apply to you.

(ii) For employees based in Colorado, Section (G) does not apply to you unless your annualized cash compensation from the Company exceeds the threshold set by the Colorado Department of Labor and Employment, Division of Labor Standards and Statistics. As of 2023, this threshold was $112,500. As of 2024, this threshold is scheduled to be $123,750. If your annualized cash compensation does exceed these thresholds, Section (G) still only restricts you from engaging in any activity for a competitive Business (as defined above) in which the use, disclosure, or misappropriation of Trade Secrets you had access to or obtained during your employment with the Company may provide the competitive Business with a competitive advantage against the Company, and/or otherwise cause harm to the Company. Section (E) does not apply to you unless your annualized cash compensation from the Company exceeds the threshold set by the Colorado Department of Labor and Employment, Division of Labor Standards and Statistics. As of 2023, this threshold was $67,500. As of 2024, this threshold is scheduled to be $74,250.

(iii) For employees based in the District of Columbia, Sections (E) and (G) do not apply to you unless you are reasonably expected to earn in a consecutive 12-month period or have earned in the preceding 12-month period, compensation greater than or equal to the threshold set by the District of Columbia Non-Compete Agreements Amendment Act of 2020, as amended. As of 2023, this threshold was $150,000, and the District of Columbia may announce a higher threshold for 2024. For purposes of this agreement, an employee based in the District of Columbia who meets this compensation threshold shall be deemed a "Highly Compensated Employee."

(iv) For employees based in Illinois, Section (G) does not apply to you unless (a) you earn more than $75,000 per year (or any higher amount set by the Illinois Freedom to Work Act for future years), or (b) the Company terminates, furloughs, or lays you off as the result of business circumstances or governmental orders related to the COVID-19 pandemic or under circumstances that are similar to the COVID-19 pandemic, unless enforcement of the covenant not to compete includes compensation equivalent to the your base salary at the time of termination for the period of enforcement minus compensation earned through subsequent employment during the period of enforcement. Sections (E) and (F) do not apply to you unless you (a) earn more than $45,000 per year (or any higher amount set by the Illinois Freedom to Work Act for future years), or (b) the Company terminates, furloughs, or lays you off as the result of business circumstances or governmental orders related to the COVID-19 pandemic or under circumstances that are similar to the COVID-19 pandemic, unless enforcement of the covenant not to compete includes compensation equivalent to the your base salary at the time of termination for the period of enforcement minus compensation earned through subsequent employment during the period of enforcement.

(v) For employees based in Louisiana, you agree that the Company operates throughout the State of Louisiana, and that Section 7 therefore applies in every parish and municipality in the State.

(vi) For employees based in Minnesota, Section (G) does not apply to you.

(vii) For employees based in New York, Section (E) does not apply to any customer that became a customer of the Company only as a result of your independent contact and business development efforts with the customer before and independent from your employment with the Company.

(viii) For employees based in North Dakota, Sections (E) and (G) do not apply to you.

(ix) For employees based in Oklahoma:

(a) Section (E) only restricts you from directly (not indirectly) engaging in calling upon or soliciting the Company's customers with whom you had personal contact or about whom you received Confidential or Trade Secret information, for the purpose of providing the customers with goods and/or services similar in nature to those provided by the Company in its Business as defined in Section (G), within any State in which the Company does business.

(b) Sections (F) and (G) do not apply to you.

(x) For employees based in the State of Washington, Section (G) does not apply to you unless your annual earnings from your employment with the Company exceed the threshold established by the Washington Department of Labor and Industries pursuant to RCW 49.62.040. As of 2023, this threshold was $116,593.18. As of 2024, the Department has announced that this threshold will be $120,559.99.

8. INJUNCTIVE RELIEF

You agree that each of the restraints contained herein is, in consideration for, and necessary for the protection of the goodwill, Confidential Information, Trade Secrets and other legitimate interests of the Company; that each and every one of these restraints is reasonable in respect to subject matter, length of time and geographic area, to the extent they apply in the State in which your employment with the Company is based; and that these restraints, neither individually nor in the aggregate, will not prevent you from obtaining other suitable employment during the period in which you are bound by such restraints. You further acknowledge that, if you breach any one or more of the covenants contained in Section 7, the damage to the Company would be irreparable. You therefore agree that the Company, in addition to any other remedies available to it, including, without limitation, the remedies set forth in Sections 9 and 10, shall be entitled to injunctive relief against your breach or threaten breach of said covenants, to the extent they apply in the State in which your employment with the Company is based. You and the Company further agree that, in the event that any one or more of the provisions of Section 7 shall be determined by any court of competent jurisdiction to be unenforceable by reason of it being overly broad, such provision shall be deemed to be modified to permit its enforcement to the maximum extent permitted by law.

9. VIOLATION OF PROMISES

You agree that if you violate any one or more of the promises set forth in Section 7 then, in lieu of or in addition to any other remedies available to Company as permitted by applicable law, all unvested Stock Options subject to this Grant shall be immediately forfeited. If at any time the Committee or the Sr. HR Officer notifies (the date such notice is provided, the "Notice Date") the Company that they reasonably believe that you have violated any one or more of the promises set forth in Section 7, the vesting of this Award may be suspended pending a determination of whether you violated any such provision by a tribunal as specified in Section 10 and 12. In addition, in lieu of or in addition to any remedy provided for in Section 8, at any time the Company may seek in any such proceeding that you be required to immediately deliver to the Company any shares of Common Stock (or the fair market value thereof) and any related Dividend Equivalent Payments earned by or issued to you pursuant to this Grant at any time during the three (3) full fiscal years preceding the Notice Date. You agree that you will deliver such shares of Common Stock (or the fair market value thereof) and any related Dividend Equivalent Payments to the Company on such terms and conditions as may be required by the Company. You further agree that the Company will be entitled to enforce this repayment obligation by all legal means available, including, without limitation, to set off the market value of any such shares of Common Stock and any related Dividend Equivalent Payments against any amount that might be owed to you by the Company. For the avoidance of doubt, this paragraph shall apply only to the extent the promises set forth in Section 7, is applicable in the State in which your employment with the Company is based.

10. DISPUTE RESOLUTION

(i) You and the Company each agree that any controversy, claim, or dispute arising out of or relating to these Standard Terms and Conditions or arising out of or relating to your employment relationship with the Company or any of its affiliates, the termination of such relationship, or your conduct following the termination of such relationship, shall be resolved by binding arbitration before a neutral arbitrator on an individual basis only, and not in any form of class, collective, or private attorney general representative proceeding. By way of example only, claims subject to this agreement to arbitrate include claims litigated under federal, state and local statutory or common law, such as the Family Medical Leave Act, the Age Discrimination in Employment Act of 1967, Older Workers Benefit Protection Act of 1990, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1990, the Americans with Disabilities Act, the Federal Employers Liability Act, the Federal Railway Safety Act, the Worker Adjustment and Retraining Notification Act, the Genetic Information Nondiscrimination Act, the law of contract and the law of tort. You and the Company each agree that such claims may be brought in an appropriate administrative forum, but if you or the Company seek a judicial forum to resolve the matter, this agreement for binding arbitration will become immediately effective, and you and the Company each hereby knowingly and voluntarily waive any right to have any such dispute tried and adjudicated by a judge or jury.

(ii) For disputes arising under Sections 7 and 9 of these Terms and Conditions, the parties will submit the dispute, within 30 business days following service of notice of such dispute by one party on the other, to the American Arbitration Association (AAA) for prompt resolution in the State in which your employment with the Company is based, under AAA rules for employment disputes. For all other disputes within the scope of subpart (i), the parties will submit the dispute, within 30 business days following service of notice of such dispute by one party on the other, to AAA for prompt resolution in Salt Lake City, Utah, also under AAA rules for employment disputes. In either case, there shall be a single arbitrator, chosen in accordance with AAA rules, who at such time shall be on AAA's Judicial Panel. If there are no AAA arbitrators in the applicable State, another arbitrator shall be selected from that State or a neighboring State, but the arbitration will still be conducted in the State in which your employment with the Company is based. The decision of the arbitrator will be final and binding upon the parties, and judgment may be entered thereon in accordance with applicable law in any court having jurisdiction. The arbitrator shall have the authority to make an award of monetary damages and interest thereon. The arbitrator shall have no authority to award, and the parties hereby waive any right to seek or receive, specific performance or an injunction, punitive or exemplary damages, except that the arbitrator shall have authority to issue injunctive relief to enforce the covenants in Sections 7 and 9, to the extent those covenants apply in the State in which your employment with the Company is based. The arbitrator will have no authority to order a modification or amendment of these Standard Terms and Conditions, except that if the arbitrator finds any covenant in Sections 7 and 9 of this agreement to be unenforceable as written, the arbitrator shall deem the agreement amended in order to give each such covenant its maximum effect, to the extent permitted by law in the State in which your employment with the Company is based. The arbitrator shall have the authority to award costs of arbitration, including reasonable attorney's fees, to the prevailing party, but in the absence of such award the parties shall bear their own attorney and filing fees unless otherwise agreed upon mutually by the parties or required by law. The Company shall bear the cost of the arbitrator's fees.

(iii) Notwithstanding the foregoing, the Company may seek injunctive relief to enforce any one or more of the covenants set forth in Sections 7 or 9 of these Terms and Conditions, in a court of competent jurisdiction, as set forth in Section 12 below. You specifically agree that a court of competent jurisdiction may enter preliminary injunctive relief to restrain violations of any of the covenants in Sections 7 or 9 of these Terms and Conditions, pending arbitration or other litigation. For the avoidance of doubt, this provision only applies to the promises set forth in Sections 7 or 9 to the extent those Sections are applicable in the State in which your employment with the Company is based.

11. SEVERABILITY

If any provision of these Standard Terms and Conditions is, becomes, or is deemed to be invalid, illegal, or unenforceable in any jurisdiction, such provision shall be construed or deemed amended or limited in scope to conform to applicable laws or, in the discretion of the Company, it shall be stricken and the remainder of these Standard Terms and Conditions shall remain in force and effect.

12. CHOICE OF LAW; JURISDICTION

All questions pertaining to the construction, regulation, validity, and effect of these Standard Terms and Conditions shall be determined in accordance with the laws of the State of Utah, without regard to the conflict of laws doctrine, with the exception of Sections 7 or 9. All questions pertaining to the construction, regulation, validity, and effect of Sections 7 or 9 shall be determined in accordance with the laws of the State in which your employment with the Company is based. With respect to any claim or dispute involving your Grant and/or these Standard Terms and Conditions that is not subject to the arbitration pursuant to Section 12 hereof, other than those arising from Sections 7 or 9, you and the Company each hereby consent and submit to the personal jurisdiction and venue of any state or federal court located in the county of Salt Lake City within the State of Utah and, recognizing the appropriateness of the State of Utah for any such matters due to the Company being incorporated in Utah, you and the Company hereby agree and consent to the state and federal courts located in the county of Salt Lake City within the State of Utah as the sole and exclusive forum for resolution of any and all claims, causes of action or disputes arising out of or related to your Award and these Standard Terms and Conditions (including all terms incorporated by reference into these Standard Terms and Conditions).

13. AMENDMENTS

The Plan and these Standard Terms and Conditions may be amended or altered by the Committee or the Company's Board of Directors to the extent provided in the Plan.

14. RESTRICTIONS ON RESALES OF SHARES

The Company may impose such restrictions, conditions or limitations as it determines appropriate as to the timing and manner of any resales by you or other subsequent transfers by you of any Common Stock issued in respect of vested Stock Units, including without limitation (a) restrictions under an insider trading policy, (b) restrictions designed to delay and/or coordinate the timing and manner of sales by you and other holders and (c) restrictions as to the use of a specified brokerage firm for such resales or other transfers.

15. INCOME TAXES

The Company shall not deliver shares in respect of any Stock Units unless and until you have made satisfactory arrangements to pay or otherwise satisfy all applicable tax withholding obligations. Unless you pay the tax withholding obligations to the Company by cash or check in connection with the delivery of the Common Stock and any related Dividend Equivalent Payments, withholding may be effected, at the Company's option, by withholding Common Stock issuable in connection with the vesting of the Stock Units (provided that shares of Common Stock may be withheld only to the extent that such tax withholding will not result in adverse accounting treatment for the Company) or withholding any related Dividend Equivalent Payments. You acknowledge that the Company shall have the right to deduct any taxes required to be withheld by law in connection with the Stock Units from any amounts payable by it to you (including, without limitation, future cash wages).

16. NON-TRANSFERABILITY OF AWARD

You understand, acknowledge and agree that, except as otherwise provided in the Plan, the Stock Units may not be sold, assigned, transferred, pledged or otherwise directly or indirectly encumbered or disposed of prior to the payment of the Common Stock to you as provided in Section 16 hereof. Your beneficiaries and anyone claiming an interest in the Stock Units through you are subject to all of the terms and conditions applicable to you, other than the covenants set forth in Section 7.

17. CLAWBACK AND RECOUPMENT

If you are or become a Covered Executive or Other Executive under the Company's Policy for Recoupment of Certain Compensation, you agree that your Award is subject to recoupment, including in connection with a financial restatement or any detrimental conduct, pursuant to and in accordance with the Company's Policy for Recoupment of Certain Compensation, as amended from time to time, and pursuant to any other policy the Company may adopt pursuant to the Dodd-Frank Wall Street Reform and Consumer Protection Act, other applicable law, or stock exchange listing standard. No recovery of compensation under such a clawback policy shall be treated as an event giving rise to a right to terminate employment for "good reason" or "constructive termination" (or any similar term) under any agreement with the Company. In addition, if you are or become a Covered Executive or Other Executive under the Company's Policy for Recoupment of Certain Compensation, you agree that that the Company shall not indemnify you against any liability or loss (including without limitation the loss of any incentive-based compensation, any payment or reimbursement for the cost of third-party insurance purchased by you to fund potential recovery obligations with respect to the Company's Policy for Recoupment of Certain Compensation, or any judgments, fines, taxes, penalties or amounts paid in settlement by or on behalf of you) incurred by you in connection with or as a result of any action taken by the Company to enforce the terms of the Company's Policy for Recoupment of Certain Compensation (a "Clawback Proceeding"), or provide any indemnification or advancement of expenses (including attorneys' fees) incurred by you in connection with any such Clawback Proceeding.

18. LIMITATION OF INTEREST IN SHARES SUBJECT TO RESTRICTED STOCK UNITS

Neither you (individually or as a member of a group) nor any beneficiary or other person claiming by, under or through you shall have any right, title, interest, or privilege in or to any shares of Common Stock allocated or reserved for the purpose of the Plan, the Long Term Plan or subject to the Grant Notice or these Standard Terms and Conditions except as to such shares of Common Stock, if any, as shall have been issued to such person upon vesting of the Stock Units, which shares shall remain subject to the conditions set forth in these Standard Terms and Conditions. Nothing in the Plan, the Long-Term Plan, the Grant Notice, these Standard Terms and Conditions or any other instrument executed pursuant to the Plan shall confer upon you any right to continue in the Company's employ or service nor limit in any way the Company's right to terminate your employment at any time for any reason.

19. OTHER AGREEMENTS SUPERSEDED

The Grant Notice, these Standard Terms and Conditions, the Plan and the Long-Term Plan constitute the entire understanding between you and the Company regarding the Stock Units. Any prior agreements, commitments or negotiations concerning the Stock Units are superseded.

20. REVIEW PERIOD/NOTICE FOR CERTAIN EMPLOYEES

IF YOU ARE EMPLOYED BY THE COMPANY IN THE STATE OF **COLORADO** AND ARE SUBJECT TO THE RESTRICTIONS IN SECTIONS 7(E), (F) and (G), YOU ACKNOWLEDGE THAT YOU RECEIVED THIS AGREEMENT BEFORE THE EARLIER OF ITS EFFECTIVE DATE OR THE EFFECTIVE DATE OF ANY ADDITIONAL COMPENSATION OR CHANGE IN THE TERMS OR CONDITIONS OF EMPLOYMENT THAT PROVIDES CONSIDERATION FOR THE COVENANTS IN THIS AGREEMENT. YOU ACKNOWLEDGE THAT YOU HAVE 14 CALENDAR DAYS FROM THE DAY YOU RECEIVED THIS AGREEMENT TO REVIEW IT AND THAT YOU ARE ADVISED TO CONSULT LEGAL COUNSEL PRIOR TO SIGNING IT.

IF YOU ARE EMPLOYED BY THE COMPANY IN THE **DISTRICT OF COLUMBIA** AS A "HIGHLY COMPENSATED EMPLOYEE," AS DEFINED IN SECTION 7(H), YOU ACKNOWLEDGE THAT YOU HAVE HAD AT LEAST 14 CALENDAR DAYS BEFORE YOU BEGAN YOUR EMPLOYMENT TO REVIEW THIS AGREEMENT, OR IF YOU ARE A CURRENT EMPLOYEE, 14 DAYS FROM THE DAY YOU RECEIVED THIS AGREEMENT TO REVIEW IT. PLEASE ALSO TAKE NOTICE THAT THE DISTRICT'S BAN ON NON-COMPETE AGREEMENTS AMENDMENT ACT OF 2020, AS AMENDED, LIMITS THE USE OF NON-COMPETE AGREEMENTS. IT ALLOWS EMPLOYERS TO REQUEST NON-COMPETE AGREEMENTS FROM HIGHLY COMPENSATED EMPLOYEES, AS THAT TERM IS DEFINED IN THE BAN ON NON-COMPETE AGREEMENTS AMENDMENT ACT OF 2020, AS AMENDED, UNDER CERTAIN CONDITIONS. IF YOU MEET THE COMPENSATION THRESHOLDS SET FORTH IN SECTIONS 7(E) AND (G), THE COMPANY HAS DETERMINED THAT YOU ARE A HIGHLY COMPENSATED EMPLOYEE. FOR MORE INFORMATION ABOUT THE BAN ON NON-COMPETE AGREEMENTS AMENDMENT ACT OF 2020, AS AMENDED, CONTACT THE DISTRICT OF COLUMBIA DEPARTMENT OF EMPLOYMENT SERVICES (DOES).

IF YOU ARE EMPLOYED BY THE COMPANY IN THE STATE OF **ILLINOIS**, YOU ACKNOWLEDGE THAT YOU HAVE AT LEAST 14 CALENDAR DAYS FROM THE DAY YOU RECEIVED THIS AGREEMENT TO REVIEW IT AND THAT YOU ARE ADVISED TO CONSULT LEGAL COUNSEL PRIOR TO SIGNING IT.

UNION PACIFIC CORPORATION
GRANT NOTICE FOR 2021 STOCK INCENTIVE PLAN
NONQUALIFIED STOCK OPTION

FOR GOOD AND VALUABLE CONSIDERATION, Union Pacific Corporation (the "Company"), hereby grants to Participant named below (for purposes hereof, references herein to "you" or "your" shall refer to such Participant) the nonqualified stock option (the "Option") to purchase any part or all of the number of shares of its common stock, par value $2.50 (the "Common Stock"), that are covered by this Option, as specified below, at the Exercise Price per share specified below and upon the terms and subject to the conditions set forth in this Grant Notice, the Union Pacific Corporation 2021 Stock Incentive Plan (the "Plan") the Standard Terms and Conditions (the "Standard Terms and Conditions") adopted under such Plan and provided to you, and, if applicable, the Union Pacific Corporation Key Employee Continuity Plan (the "Key Employee Continuity Plan") and the Policy for Recoupment of Certain Compensation, each as amended from time to time. In addition, if you become eligible for and entitled to severance benefits under a broad-based severance pay policy of the Company that include waiver of the vesting period and/or extension of the exercise period with respect to the Option (the "Severance Policy"), the Option also shall be subject to the terms of such Severance Policy.

This Option is granted pursuant to the Plan and is subject to and qualified in its entirety by the Standard Terms and Conditions.

Name of Participant:	V. James Vena
Grant Date:	February 8, 2024
Grant Number:	
Number of Shares of Common Stock covered by Option:	
Exercise Price Per Share:	
Expiration Date:	February 8, 2034

Vesting Schedule:

Shares Vest Date
February 8, 2025
February 8, 2026
February 8, 2027

This Option is not intended to qualify as an incentive stock option under Section 422 of the Internal Revenue Code of 1986, as amended.

By electronically accepting this Option, you acknowledge that you have received and read, and agree that this Option shall be subject to, the terms of this Grant Notice, the Plan, the Standard Terms and Conditions and, if applicable, the Key Employee Continuity Plan and/or the Severance Policy (including, but not limited to, the Key Employee Continuity Plan's or Severance Policy's requirement, if any, that you execute a general release of employment-related claims) and the Policy for Recoupment of Certain Compensation. You also hereby consent to the delivery of information (including, without limitation, information required to be delivered to you pursuant to applicable securities laws) regarding the Company and the Subsidiaries, the Plan, and the Option via Company website or other electronic delivery.

YOU HAVE ONE HUNDRED AND EIGHTY (180) DAYS FROM THE GRANT DATE SET FORTH IN THIS GRANT NOTICE TO ELECTRONICALLY ACCEPT THIS AWARD AND THE STANDARD TERMS AND CONDITIONS. IF YOU DO NOT ACCEPT THIS AWARD AND THE STANDARD TERMS AND CONDITIONS IN THE APPLICABLE 180 DAY PERIOD, YOU WILL ***FORFEIT*** THE NONQUALIFIED STOCK OPTION THAT IS THE SUBJECT OF THIS AWARD.

UNION PACIFIC CORPORATION
STANDARD TERMS AND CONDITIONS FOR
NONQUALIFIED STOCK OPTION

These Standard Terms and Conditions apply to the Option granted pursuant to the Union Pacific Corporation 2021 Stock Incentive Plan, as amended from time to time (the "Plan"), which is identified as nonqualified stock option and is evidenced by a Grant Notice that specifically refers to these Standard Terms and Conditions. In addition to these Standard Terms and Conditions, the Option shall be subject to the terms of the Plan and, if applicable, the Key Employee Continuity Plan, the Severance Policy and/or the Policy for Recoupment of Certain Compensation, each as amended from time to time, which are incorporated into these Standard Terms and Conditions by this reference. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Plan. For purposes of these Standard Terms and Conditions and the Grant Notice, any reference to the Company (as defined below) shall include a reference to any Subsidiary. Additionally, for purposes of these Standard Terms and Conditions, references in these Standard Terms and Conditions to "you" or "your" shall refer to the Participant named in the Grant Notice provided to said Participant herewith (the "Grant Notice"), and such Participant's heirs and beneficiaries.

By electronically accepting the grant of the Option and these Standard Terms and Conditions, you acknowledge and agree to be bound by the following, which will survive your termination from employment and the vesting or forfeiture of the Option:

OPTION

1. TERMS OF OPTION

Union Pacific Corporation (the "Company"), has granted to you a nonqualified stock option (the "Option") to purchase up to the number of shares of the Company's common stock (the "Common Stock"), set forth in the Grant Notice. The exercise price per share and the other terms and conditions of the Option are set forth in the Grant Notice, these Standard Terms and Conditions, the Plan and, if applicable, the Key Employee Continuity Plan, the Severance Policy and/or the Policy for Recoupment of Certain Compensation, each as amended from time to time.

2. NONQUALIFIED STOCK OPTION

The Option is not intended to be an incentive stock option under Section 422 of the Internal Revenue Code of 1986, as amended (the "Code") and will be interpreted accordingly.

3. EXERCISE OF OPTION

The Option shall not be exercisable as of the Grant Date set forth in the Grant Notice. After the Grant Date, to the extent not previously exercised, and subject to termination or acceleration as provided in these Standard Terms and Conditions, the Plan and, if applicable, the Key Employee Continuity Plan, the Severance Policy and/or the Policy for Recoupment of Certain Compensation, the Option shall be exercisable only to the extent it becomes vested, as described in the Grant Notice, these Standard Terms and Conditions, the terms of the Plan and, if applicable, the Key Employee Continuity Plan, the Severance Policy and/or the Policy for Recoupment of Certain Compensation, to purchase up to that number of shares of Common Stock as set forth in the Grant Notice, provided that (except as may be provided otherwise in Section 4 below) you remain employed with the Company and do not experience a termination of employment.

The exercise price (the "Exercise Price") of the Option is set forth in the Grant Notice. The Company shall not be obligated to issue any shares of Common Stock until you have paid the total Exercise Price for that number of shares of Common Stock. To exercise the Option (or any part thereof), you must deliver to the Company appropriate notice specifying the number of whole shares of Common Stock you wish to purchase accompanied by valid payment in the form of (i) a check, (ii) an attestation form confirming your current ownership of whole shares of Common Stock equal in value to the total Exercise Price for that number of shares of Common Stock, and/or (iii) an authorization to sell shares equal in value to the total Exercise Price for that number of shares of Common Stock. Notices and authorizations shall be delivered and all checks shall be payable to the Company's third party stock plan administrator, or as otherwise directed by the Company.

Fractional shares may not be exercised. Shares of Common Stock will be issued as soon as practicable after exercise. Notwithstanding the above, for administrative or other reasons, including, but not limited to the Company's determination that exercisability of the Option would violate any federal, state or other applicable laws, the Company may from time to time suspend your ability to exercise an Option for limited periods of time, which suspensions shall not change the period in which the Option is exercisable, except as otherwise provided in the Plan.

4. EXPIRATION OF OPTION

Except as otherwise may be provided by the Committee consistent with the terms of the Plan, the Option shall expire and cease to be exercisable as of the earlier of (a) the Expiration Date set forth in the Grant Notice or (b) the date specified below in Sections 4A through 4I, as applicable.

A. If your termination of employment is by reason of death or you are determined to be disabled under the provisions of the Company's long-term disability plan, then any vesting period with respect to the Option shall be deemed to be satisfied and the Option shall become fully vested and exercisable (by you or your estate, beneficiary or legal representative, as the case may be) at the date of such termination of employment or the first day on which you are determined to be disabled under such long-term disability plan, as the case may be, until the date that is five (5) years following the date of such termination of employment or the first day of disability as determined under such long-term disability plan, as the case may be.

B. If you have a termination of employment at or after becoming Retirement Eligible as defined below in this Section 4B, then the Option shall be exercisable in accordance with and at the times it becomes vested, as described in the Grant Notice, notwithstanding your termination of employment with the Company, until the date that is five (5) years following the date of such termination of employment. "Retirement Eligible" means meeting the following criteria: (i) at least 2 years of service as Chief Executive Officer; (ii) providing at least 180 days' written notice of intent to retire; and (iii) assisted in the transition of your role to your successor.

C. In the event of a Change in Control that occurs prior to your termination of employment in which the acquiring or surviving company in the transaction does not assume or continue the Option upon the Change in Control, any vesting period with respect to the Option shall be deemed to be satisfied and the Option shall become fully vested and exercisable (provided that the Option may be canceled upon the consummation of the Change in Control without payment of any additional consideration if the exercise price of the Option is less than the consideration per Share payable to shareholders of the Company in such Change in Control) and you may exercise the Option not assumed or continued until the date that is five (5) years following the date of such Change in Control. If you terminate employment following such Change in Control for a reason described in 4I, any unexercised portion of the Option shall be immediately forfeited and canceled as of the date of such termination of employment.

D. If you terminate employment and at the time of such termination of employment you are "Retirement Eligible" (as provided in Section 4B above), you may exercise any portion of the Option that is vested and exercisable at the time of your termination of employment until the date that is five (5) years following the date of such termination of employment.

E. Except as provided in Section 4F hereof, in the event you terminate employment with the Company prior to becoming Retirement Eligible, and as a result of such termination of employment you are eligible for and entitled to payment of severance benefits under the provisions of a Severance Policy that include extension of the exercise period with respect to such Option, and provided you satisfy the conditions of the Severance Policy, you may exercise any portion of the Option that is vested and exercisable at the time of your termination of employment until the date established under the Severance Policy, provided that in no event will such date extend beyond the Expiration Date set forth in the Grant Notice.

F. Notwithstanding the foregoing Sections 4A through 4E, if you are an Eligible Employee (within the meaning of the Key Employee Continuity Plan) in the Key Employee Continuity Plan and incur a Severance (within the meaning of the Key Employee Continuity Plan), the Option shall vest and be exercisable in accordance with the terms and conditions of the Key Employee Continuity Plan.

G. Notwithstanding the foregoing Section 4F, if your employment is involuntarily terminated by the Company (other than a termination as a result of disability determined under the provisions of the Company's long-term disability plan, or cause or gross misconduct as determined by the Committee) at any time, any vesting period with respect to the Option shall be deemed to be satisfied and you may exercise the Option upon the date of such termination of employment, and the Option shall remain exercisable until the date that is five (5) years following the date of such termination of employment, provided that in no event will such date extend beyond the Expiration Date set forth in the Grant Notice.

H. Except as otherwise provided in the foregoing Sections 4A through 4G: (i) you may exercise any portion of the Option that is vested and exercisable at the time of your termination of employment until the date that is three (3) months following the date of such termination of employment; and (ii) any portion of the Option that is not vested and exercisable at the time of such termination of employment shall be forfeited and canceled as of the date of such termination of employment.

I. Notwithstanding any other provision of this Section 4, if your employment is terminated by the Company for deliberate, willful or gross misconduct (as determined by the Committee), the unexercised portion of the Option, whether or not then vested and exercisable, shall be immediately forfeited and canceled as of the date of such termination of employment.

5. PROTECTION OF CONFIDENTIAL INFORMATION AND TRADE SECRETS

A. CONFIDENTIAL INFORMATION AND TRADE SECRETS

You acknowledge that the Company regards certain information relating to its business and operations as confidential. This includes all confidential and proprietary information concerning the assets, business or affairs of the Company or any customers thereof ("Confidential Information"). You further acknowledge that the Company has certain information that derives economic value from not being known to the public or to others who could obtain economic value from its disclosure or use, which the Company takes reasonable efforts to protect the secrecy of ("Trade Secrets").

B. TYPES OF CONFIDENTIAL INFORMATION OR TRADE SECRETS

You acknowledge that you developed and/or obtained, or have had and will in the future continue to have access to, one or more of the following types of Confidential Information or Trade Secrets: information about rates or costs; customer or supplier agreements and negotiations; business opportunities; scheduling and delivery methods; business and marketing plans; financial information or plans; communications within the attorney-client privilege or other privileges; operating procedures and methods; construction methods and plans; proprietary computer systems design, programming or software; strategic plans; succession plans; proprietary company training programs; employee performance, compensation or benefits; negotiations or strategies relating to collective bargaining agreements and/or labor disputes; and policies and internal or external claims or complaints regarding personal injuries, employment laws or policies, environmental protection, or hazardous materials. You agree that any unauthorized disclosures by you to any third party of such Confidential Information or Trade Secrets would constitute gross misconduct.

Notwithstanding the foregoing, in accordance with the Defend Trade Secrets Act of 2016, you will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a Trade Secret that is made (i) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

C. AGREEMENT TO MAINTAIN CONFIDENTIAL INFORMATION

You agree to not, unless you received prior written consent from the senior human resources officer or such other person designated in writing by the Company (hereinafter collectively referred to as the "Sr. HR Officer"), or unless ordered by a court or government agency, (i) divulge, use, furnish or disclose to any subsequent employer or, except to the extent necessary to perform your job responsibilities with the Company, any other person, whether or not a competitor of the Company, any Confidential Information or Trade Secrets, or (ii) retain or take with you when you leave the Company any property of the Company or any documents (including any electronic or computer records) relating to any Confidential Information or Trade Secrets.

D. PRIOR NOTICE OF EMPLOYMENT

You acknowledge that if you become an employee, contractor, or consultant for any other person or entity engaged in the Business of the Company, as defined in Section 5(G), it would create a substantial risk that you would, intentionally or unintentionally, disclose or rely upon the Company's Confidential Information or Trade Secrets for the benefit of the other person or entity to the detriment of the Company. You further acknowledge that such disclosures would be particularly damaging if made shortly after you leave the Company. You agree that while you are employed by or working for the Company and for a period of one (1) year after you leave the Company, before accepting any employment or affiliation with another person or entity, you will give written notice to the Sr. HR Officer of your intention to accept such employment or affiliation. You also agree to confer in good faith with the Sr. HR Officer concerning whether your proposed employment or affiliation could reasonably be expected to be performed without improper disclosure of Confidential Information or Trade Secrets.

E. NON-SOLICITATION OF CUSTOMERS

In consideration for your employment with the Company, the financial and other benefits you received from that employment, and/or access to Confidential Information and/or Trade Secrets, as defined in this Agreement, you agree that during employment with the Company, and for a period of one (1) year following your departure from the Company, you will not (directly or indirectly, in association with others or otherwise) call on or solicit any of the Company's customers with whom you had personal contact or about whom you received Confidential or Trade Secret information during the period from the Grant Date of this Award until the Restriction Period Termination Date (or, if earlier, the date your employment with the Company ceased), for the purpose of providing the customers with goods and/or services similar in nature to those provided by the Company in its Business as defined below in Section 5(G), within any State in which the Company does business.

F. NON-SOLICITATION OF EMPLOYEES

In consideration for your employment with the Company, the financial and other benefits you received from that employment, and/or access to Confidential Information and/or Trade Secrets, as defined in this Agreement, you agree, that during employment with the Company, and for a period of one (1) year following your departure from the Company, you will not (directly or indirectly, in association with others or otherwise), participate in hiring or attempting to hire away a Company employee or contractor, or induce or encourage any employees or contractors of the Company to terminate their relationship with the Company, whom you worked with, managed, or supervised without prior written consent of the Sr. HR Officer.

G. NON-COMPETITION

In consideration for your employment with the Company, the financial and other benefits you received from that employment, and/or access to Confidential Information and/or Trade Secrets, as defined in this Agreement, you agree that during employment with the Company, and for a period of one (1) year following your departure from the Company, you will not (directly or indirectly, in association with others or otherwise) engage in any activity for a competitive Business (as defined below) in which (i) the use, disclosure, or misappropriation of the Confidential Information and/or Trade Secrets you had access to or obtained during your employment with the Company may provide the competitive Business with a competitive advantage against the Company, and/or otherwise cause harm to the Company; or (ii) you would be in a position to solicit or otherwise contact, on behalf of the competitive Business, any current or prospective Company customers and clients with whom you had personal contact or about whom you learned Confidential Information and/or Trade Secrets. The foregoing includes, without limitation, engagement as an officer, director, proprietor, employee, partner, manager, member, investor (other than as a holder of less than 2% of the outstanding capital stock of a publicly traded corporation), guarantor, consultant, advisor, agent, sales representative or other participant within any State in which the Company does business. For the avoidance of doubt, the term "State" as used in this agreement shall be interpreted to include any legal territory of the United States where the Company does business, including, by way of example, the District of Columbia. Further, for purposes of these Standard Terms and Conditions, the term "Business" means the transportation of goods in interstate commerce and related services in or through or for any State in which the Company or any of its affiliates provides such services directly or indirectly and any other activity that supports such operations including by the way of example but not limitation, marketing, information systems, logistics, technology development or implementation, terminal services and any other activity of the Company or any of its affiliates related to providing such services. This Section 5(G) is not intended to prevent you from engaging in any activity that is not substantially the same as or competitive with the Company's Business.

H. SPECIFIC STATE LAW LIMITATIONS

This Section 5 is subject to the following limitations or agreements for employees based in the specific States listed below. The Company agrees to these limitations solely for the purpose of compliance with each State's laws. If your employment with the Company is not based in the following States, you agree that the paragraphs above apply to you in full.

(i) For employees based in California:

(a) Section (E) does not apply to you, except that you agree that you will be prohibited from solicitation of the Company's clients using the Company's trade secrets, and/or providing services for anyone other than the Company using the Company's trade secrets.

(b) Sections (F) and (G) do not apply to you.

(ii) For employees based in Colorado, Section (G) does not apply to you unless your annualized cash compensation from the Company exceeds the threshold set by the Colorado Department of Labor and Employment, Division of Labor Standards and Statistics. As of 2023, this threshold was $112,500. As of 2024, this threshold is scheduled to be $123,750. If your annualized cash compensation does exceed these thresholds, Section (G) still only restricts you from engaging in any activity for a competitive Business (as defined above) in which the use, disclosure, or misappropriation of Trade Secrets you had access to or obtained during your employment with the Company may provide the competitive Business with a competitive advantage against the Company, and/or otherwise cause harm to the Company. Section (E) does not apply to you unless your annualized cash compensation from the Company exceeds the threshold set by the Colorado Department of Labor and Employment, Division of Labor Standards and Statistics. As of 2023, this threshold was $67,500. As of 2024, this threshold is scheduled to be $74,250.

(iii) For employees based in the District of Columbia, Sections (E) and (G) do not apply to you unless you are reasonably expected to earn in a consecutive 12-month period or have earned in the preceding 12-month period, compensation greater than or equal to the threshold set by the District of Columbia Non-Compete Agreements Amendment Act of 2020, as amended. As of 2023, this threshold was $150,000, and the District of Columbia may announce a higher threshold for 2024. For purposes of this agreement, an employee based in the District of Columbia who meets this compensation threshold shall be deemed a "Highly Compensated Employee."

(iv) For employees based in Illinois, Section (G) does not apply to you unless (a) you earn more than $75,000 per year (or any higher amount set by the Illinois Freedom to Work Act for future years), or (b) the Company terminates, furloughs, or lays you off as the result of business circumstances or governmental orders related to the COVID-19 pandemic or under circumstances that are similar to the COVID-19 pandemic, unless enforcement of the covenant not to compete includes compensation equivalent to the your base salary at the time of termination for the period of enforcement minus compensation earned through subsequent employment during the period of enforcement. Sections (E) and (F) do not apply to you unless you (a) earn more than $45,000 per year (or any higher amount set by the Illinois Freedom to Work Act for future years), or (b) the Company terminates, furloughs, or lays you off as the result of business circumstances or governmental orders related to the COVID-19 pandemic or under circumstances that are similar to the COVID-19 pandemic, unless enforcement of the covenant not to compete includes compensation equivalent to the your base salary at the time of termination for the period of enforcement minus compensation earned through subsequent employment during the period of enforcement.

(v) For employees based in Louisiana, you agree that the Company operates throughout the State of Louisiana, and that Section 6 therefore applies in every parish and municipality in the State.

(vi) For employees based in Minnesota, Section (G) does not apply to you.

(vii) For employees based in New York, Section (E) does not apply to any customer that became a customer of the Company only as a result of your independent contact and business development efforts with the customer before and independent from your employment with the Company.

(viii) For employees based in North Dakota, Sections (E) and (G) do not apply to you.

(ix) For employees based in Oklahoma:

(a) Section (E) only restricts you from directly (not indirectly) engaging in calling upon or soliciting the Company's customers with whom you had personal contact or about whom you received Confidential or Trade Secret information, for the purpose of providing the customers with goods and/or services similar in nature to those provided by the Company in its Business as defined in Section (G), within any State in which the Company does business.

(b) Sections (F) and (G) do not apply to you.

(x) For employees based in the State of Washington, Section (G) does not apply to you unless your annual earnings from your employment with the Company exceed the threshold established by the Washington Department of Labor and Industries pursuant to RCW 49.62.040. As of 2023, this threshold was $116,593.18. As of 2024, the Department has announced that this threshold will be $120,559.99.

6. **INJUNCTIVE RELIEF**

You agree that each of the restraints contained herein is, in consideration for, and necessary for the protection of the goodwill, Confidential Information, Trade Secrets and other legitimate interests of the Company; that each and every one of these restraints is reasonable in respect to subject matter, length of time and geographic area, to the extent they apply in the State in which your employment with the Company is based; and that these restraints, neither individually nor in the aggregate, will not prevent you from obtaining other suitable employment during the period in which you are bound by such restraints. You further acknowledge that, if you breach any one or more of the covenants contained in Section 5, the damage to the Company would be irreparable. You therefore agree that the Company, in addition to any other remedies available to it, including, without limitation, the remedies set forth in Sections 7 and 8, shall be entitled to injunctive relief against your breach or threaten breach of said covenants, to the extent they apply in the State in which your employment with the Company is based. You and the Company further agree that, in the event that any one or more of the provisions of Section 5 shall be determined by any court of competent jurisdiction to be unenforceable by reason of it being overly broad, such provision shall be deemed to be modified to permit its enforcement to the maximum extent permitted by law.

7. VIOLATION OF PROMISES

You agree that if you violate any one or more of the promises set forth in Section 5 then, in lieu of or in addition to any other remedies available to Company as permitted by applicable law, all unvested Stock Options subject to this Grant shall be immediately forfeited. If at any time the Committee or the Sr. HR Officer notifies (the date such notice is provided, the "Notice Date") the Company that they reasonably believe that you have violated any one or more of the promises set forth in Section 5, the vesting of this Grant may be suspended pending a determination of whether you violated any such provision by a tribunal as specified in Section 8 and 10. In addition, in lieu of or in addition to any remedy provided for in Section 6, at any time the Company may seek in any such proceeding that you be required to immediately deliver to the Company any shares of Common Stock (or the fair market value thereof) and any related Dividend Equivalent Payments earned by or issued to you pursuant to this Grant at any time during the three (3) full fiscal years preceding the Notice Date. You agree that you will deliver such shares of Common Stock (or the fair market value thereof) and any related Dividend Equivalent Payments to the Company on such terms and conditions as may be required by the Company. You further agree that the Company will be entitled to enforce this repayment obligation by all legal means available, including, without limitation, to set off the market value of any such shares of Common Stock and any related Dividend Equivalent Payments against any amount that might be owed to you by the Company. For the avoidance of doubt, this paragraph shall apply only to the extent the promises set forth in Section 5, is applicable in the State in which your employment with the Company is based.

GENERAL

8. DISPUTE RESOLUTION

(i) You and the Company each agree that any controversy, claim, or dispute arising out of or relating to these Standard Terms and Conditions or arising out of or relating to your employment relationship with the Company or any of its affiliates, the termination of such relationship, or your conduct following the termination of such relationship, shall be resolved by binding arbitration before a neutral arbitrator on an individual basis only, and not in any form of class, collective, or private attorney general representative proceeding. By way of example only, claims subject to this agreement to arbitrate include claims litigated under federal, state and local statutory or common law, such as the Family Medical Leave Act, the Age Discrimination in Employment Act of 1967, Older Workers Benefit Protection Act of 1990, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1990, the Americans with Disabilities Act, the Federal Employers Liability Act, the Federal Railway Safety Act, the Worker Adjustment and Retraining Notification Act, the Genetic Information Nondiscrimination Act, the law of contract and the law of tort. You and the Company each agree that such claims may be brought in an appropriate administrative forum, but if you or the Company seek a judicial forum to resolve the matter, this agreement for binding arbitration will become immediately effective, and you and the Company each hereby knowingly and voluntarily waive any right to have any such dispute tried and adjudicated by a judge or jury.

(ii) For disputes arising under Sections 5 and 7 of these Terms and Conditions, the parties will submit the dispute, within 30 business days following service of notice of such dispute by one party on the other, to the American Arbitration Association (AAA) for prompt resolution in the State in which your employment with the Company is based, under AAA rules for employment disputes. For all other disputes within the scope of subpart (i), the parties will submit the dispute, within 30 business days following service of notice of such dispute by one party on the other, to AAA for prompt resolution in Salt Lake City, Utah, also under AAA rules for employment disputes. In either case, there shall be a single arbitrator, chosen in accordance with AAA rules, who at such time shall be on AAA's Judicial Panel. If there are no AAA arbitrators in the applicable State, another arbitrator shall be selected from that State or a neighboring State, but the arbitration will still be conducted in the State in which your employment with the Company is based. The decision of the arbitrator will be final and binding upon the parties, and judgment may be entered thereon in accordance with applicable law in any court having jurisdiction. The arbitrator shall have the authority to make an award of monetary damages and interest thereon. The arbitrator shall have no authority to award, and the parties hereby waive any right to seek or receive, specific performance or an injunction, punitive or exemplary damages, except that the arbitrator shall have authority to issue injunctive relief to enforce the covenants in Sections 5 and 7, to the extent those covenants apply in the State in which your employment with the Company is based. The arbitrator will have no authority to order a modification or amendment of these Standard Terms and Conditions, except that if the arbitrator finds any covenant in Sections 5 and 7 of this agreement to be unenforceable as written, the arbitrator shall deem the agreement amended in order to give each such covenant its maximum effect, to the extent permitted by law in the State in which your employment with the Company is based. The arbitrator shall have the authority to award costs of arbitration, including reasonable attorney's fees, to the prevailing party, but in the absence of such award the parties shall bear their own attorney and filing fees unless otherwise agreed upon mutually by the parties or required by law. The Company shall bear the cost of the arbitrator's fees.

(iii) Notwithstanding the foregoing, the Company may seek injunctive relief to enforce any one or more of the covenants set forth in Sections 5 or 7 of these Terms and Conditions, in a court of competent jurisdiction, as set forth in Section 10 below. You specifically agree that a court of competent jurisdiction may enter preliminary injunctive relief to restrain violations of any of the covenants in Sections 5 or 7 of these Terms and Conditions, pending arbitration or other litigation. For the avoidance of doubt, this provision only applies to the promises set forth in Sections 5 or 7, to the extent those Sections are applicable in the State in which your employment with the Company is based.

9. SEVERABILITY

If any provision of these Standard Terms and Conditions is, becomes, or is deemed to be invalid, illegal, or unenforceable in any jurisdiction, such provision shall be construed or deemed amended or limited in scope to conform to applicable laws or, in the discretion of the Company, it shall be stricken and the remainder of these Standard Terms and Conditions shall remain in force and effect.

10. CHOICE OF LAW; JURISDICTION

All questions pertaining to the construction, regulation, validity, and effect of these Standard Terms and Conditions shall be determined in accordance with the laws of the State of Utah, without regard to the conflict of laws doctrine, with the exception of Sections 5 or 7. All questions pertaining to the construction, regulation, validity, and effect of Sections 5 or 7 shall be determined in accordance with the laws of the State in which your employment with the Company is based. With respect to any claim or dispute involving your Grant and/or these Standard Terms and Conditions that is not subject to the arbitration pursuant to Section 10 hereof, other than those arising from Sections 5 or 7, you and the Company each hereby consent and submit to the personal jurisdiction and venue of any state or federal court located in the county of Salt Lake City within the State of Utah and, recognizing the appropriateness of the State of Utah for any such matters due to the Company being incorporated in Utah, you and the Company hereby agree and consent to the state and federal courts located in the county of Salt Lake City within the State of Utah as the sole and exclusive forum for resolution of any and all claims, causes of action or disputes arising out of or related to your Award and these Standard Terms and Conditions (including all terms incorporated by reference into these Standard Terms and Conditions).

11. AMENDMENTS

The Plan and these Standard Terms and Conditions may be amended or altered by the Committee or the Company's Board of Directors to the extent provided in the Plan.

12. RESTRICTIONS ON RESALES OF SHARES ACQUIRED PURSUANT TO OPTION EXERCISE

The Company may impose such restrictions, conditions or limitations as it determines appropriate as to the timing and manner of any resales by you or other subsequent transfers by you of any Common Stock issued as a result of the exercise of the Option, including without limitation (a) restrictions under an insider trading policy, (b) restrictions designed to delay and/or coordinate the timing and manner of sales by you and other option holders and (c) restrictions as to the use of a specified brokerage firm for such resales or other transfers.

13. INCOME TAXES

The Company shall not deliver shares of Common Stock in respect of the exercise of any Option unless and until you have made satisfactory arrangements to pay or otherwise satisfy all applicable tax withholding obligations. Unless you pay the tax withholding obligations to the Company by cash or check in connection with the exercise of the Option, tax withholding may be effected, at the Company's option, by withholding Common Stock issuable in connection with the exercise of the Option (provided that shares of Common Stock may be withheld only to the extent that such tax withholding will not result in adverse accounting treatment for the Company). You acknowledge that the Company shall have the right to deduct any taxes required to be withheld by law in connection with the exercise of the Option from any amounts payable by it to you (including, without limitation, future cash wages).

14. NON-TRANSFERABILITY OF OPTION

You understand, acknowledge and agree that, except as permitted under the Plan, you may not assign or transfer the Option to anyone other than by will or the laws of descent and distribution and the Option shall be exercisable only by you during your lifetime or, following your death, by your beneficiary. The Company may cancel your Option if you attempt to assign or transfer it in a manner inconsistent with this Section 14. Your beneficiaries and anyone claiming an interest in the Option through you are subject to all of the terms and conditions applicable to you, other than the covenants set forth in Section 5.

15. CLAWBACK AND RECOUPMENT

If you are or become a Covered Executive or Other Executive under the Company's Policy for Recoupment of Certain Compensation, you agree that your Option, and shares issuable upon exercise of the Option, are subject to recoupment, including in connection with a financial restatement or any detrimental conduct, pursuant to and in accordance with the Company's Policy for Recoupment of Certain Compensation, as amended from time to time, and pursuant to any other policy the Company may adopt pursuant to the Dodd-Frank Wall Street Reform and Consumer Protection Act, other applicable law, or stock exchange listing standard. No recovery of compensation under such a clawback policy shall be treated as an event giving rise to a right to terminate employment for "good reason" or "constructive termination" (or any similar term) under any agreement with the Company. In addition, if you are or become a Covered Executive or Other Executive under the Company's Policy for Recoupment of Certain Compensation, you agree that that the Company shall not indemnify you against any liability or loss (including without limitation the loss of any incentive-based compensation, any payment or reimbursement for the cost of third-party insurance purchased by you to fund potential recovery obligations with respect to the Company's Policy for Recoupment of Certain Compensation, or any judgments, fines, taxes, penalties or amounts paid in settlement by or on behalf of you) incurred by you in connection with or as a result of any action taken by the Company to enforce the terms of the Company's Policy for Recoupment of Certain Compensation (a "Clawback Proceeding"), or provide any indemnification or advancement of expenses (including attorneys' fees) incurred by you in connection with any such Clawback Proceeding.

16. LIMITATION OF INTEREST IN SHARES SUBJECT TO OPTION

Neither you (individually or as a member of a group) nor any beneficiary or other person claiming by, under or through you shall have any right, title, interest, or privilege in or to any shares of Common Stock allocated or reserved for the purpose of the Plan, the Long Term Plan or subject to the Grant Notice or these Standard Terms and Conditions except as to such shares of Common Stock, if any, as shall have been issued to such person upon vesting of the Stock Units, which shares shall remain subject to the conditions set forth in these Standard Terms and Conditions. Nothing in the Plan, the Long-Term Plan, the Grant Notice, these Standard Terms and Conditions or any other instrument executed pursuant to the Plan shall confer upon you any right to continue in the Company's employ or service nor limit in any way the Company's right to terminate your employment at any time for any reason.

17. OTHER AGREEMENTS SUPERSEDED

The Grant Notice, these Standard Terms and Conditions, the Plan and the Long-Term Plan constitute the entire understanding between you and the Company regarding the Option. Any prior agreements, commitments or negotiations concerning the Option are superseded.

18. REVIEW PERIOD/NOTICE FOR CERTAIN EMPLOYEES

IF YOU ARE EMPLOYED BY THE COMPANY IN THE STATE OF **COLORADO** AND ARE SUBJECT TO THE RESTRICTIONS IN SECTIONS 5(E), (F) and (G), YOU ACKNOWLEDGE THAT YOU RECEIVED THIS AGREEMENT BEFORE THE EARLIER OF ITS EFFECTIVE DATE OR THE EFFECTIVE DATE OF ANY ADDITIONAL COMPENSATION OR CHANGE IN THE TERMS OR CONDITIONS OF EMPLOYMENT THAT PROVIDES CONSIDERATION FOR THE COVENANTS IN THIS AGREEMENT. YOU ACKNOWLEDGE THAT YOU HAVE 14 CALENDAR DAYS FROM THE DAY YOU RECEIVED THIS AGREEMENT TO REVIEW IT AND THAT YOU ARE ADVISED TO CONSULT LEGAL COUNSEL PRIOR TO SIGNING IT.

IF YOU ARE EMPLOYED BY THE COMPANY IN THE **DISTRICT OF COLUMBIA** AS A "HIGHLY COMPENSATED EMPLOYEE," AS DEFINED IN SECTION 5(H), YOU ACKNOWLEDGE THAT YOU HAVE HAD AT LEAST 14 CALENDAR DAYS BEFORE YOU BEGAN YOUR EMPLOYMENT TO REVIEW THIS AGREEMENT, OR IF YOU ARE A CURRENT EMPLOYEE, 14 DAYS FROM THE DAY YOU RECEIVED THIS AGREEMENT TO REVIEW IT. PLEASE ALSO TAKE NOTICE THAT THE DISTRICT'S BAN ON NON-COMPETE AGREEMENTS AMENDMENT ACT OF 2020, AS AMENDED, LIMITS THE USE OF NON-COMPETE AGREEMENTS. IT ALLOWS EMPLOYERS TO REQUEST NON-COMPETE AGREEMENTS FROM HIGHLY COMPENSATED EMPLOYEES, AS THAT TERM IS DEFINED IN THE BAN ON NON-COMPETE AGREEMENTS AMENDMENT ACT OF 2020, AS AMENDED, UNDER CERTAIN CONDITIONS. IF YOU MEET THE COMPENSATION THRESHOLDS SET FORTH IN SECTIONS 5(E) AND (G), THE COMPANY HAS DETERMINED THAT YOU ARE A HIGHLY COMPENSATED EMPLOYEE. FOR MORE INFORMATION ABOUT THE BAN ON NON-COMPETE AGREEMENTS AMENDMENT ACT OF 2020, AS AMENDED, CONTACT THE DISTRICT OF COLUMBIA DEPARTMENT OF EMPLOYMENT SERVICES (DOES).

IF YOU ARE EMPLOYED BY THE COMPANY IN THE STATE OF **ILLINOIS**, YOU ACKNOWLEDGE THAT YOU HAVE AT LEAST 14 CALENDAR DAYS FROM THE DAY YOU RECEIVED THIS AGREEMENT TO REVIEW IT AND THAT YOU ARE ADVISED TO CONSULT LEGAL COUNSEL PRIOR TO SIGNING IT.

SUPPLEMENTAL PENSION PLAN

(409A NON-GRANDFATHERED COMPONENT)

For Officers and Managers

of

Union Pacific Corporation

and

Affiliates

(As amended and restated in its entirety

effective as of January 1, 1989, including all amendments

adopted through November 1, 2023)

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ARTICLE ONE

Scope of Supplemental Plan and Definitions

1.1 Introduction. This "Supplemental Plan (409A Non-Grandfathered Component)," amended through January 1, 2009, since amended and now further amended effective November 1, 2023, and as it may hereafter be amended from time to time, establishes the rights to specified benefits for certain officers and managers or highly compensated employees who retire or otherwise terminate their Employment on or after January 1, 2005. The rights of any such individual who retired or otherwise terminated Employment prior to January 1, 2005 shall be subject to the terms of the Supplemental Plan as in effect at the date of retirement or termination, except to the extent otherwise provided herein. This Supplemental Plan is intended to be a non-qualified supplemental retirement plan which is unfunded and maintained primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees of the Company, pursuant to sections 201, 301 and 401 of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and, as such, to be exempt from the provisions of Parts 2, 3 and 4 of Subtitle B of Title I of ERISA.

1.2 Applicability. The Supplemental Plan was bifurcated into two components, effective January 1, 2009. One such component, known as the "Supplemental Pension Plan (409A Grandfathered Component) for Officers and Managers of Union Pacific Corporation, effective January 1, 1989," is applicable solely to those benefits that were both accrued and fully vested as of December 31, 2004 in accordance with the terms of the Supplemental Plan as in effect on December 31, 2004, which terms were not materially modified after October 3, 2004. With respect to all other amounts accrued under the Supplemental Plan, the rights of the Participant shall be governed by the terms of this Supplemental Plan (409A Non-Grandfathered Component).

1.3 Definitions. As used in this Supplemental Plan (409A Non-Grandfathered Component), the following terms have the meanings set forth below, unless a different meaning is plainly required by the context:

(a)" Additional Disability Pay Benefit" means the benefit provided for in Section 2.4(b). The Additional Disability Pay Benefit is intended to constitute "disability pay" that is exempt from the requirements of Section 409A of the Code, as described in Section 1.409A-1(a)(5) of the Treasury Regulations.

(b)" Administrator" shall have, on and after February 1, 2013, the same meaning as "Named Fiduciary-Plan Administration" as such term is defined in the Pension Plan for Salaried Employees of Union Pacific Corporation and Affiliates. Prior to February 1, 2013, "Administrator" means the Senior Vice President-Human Resources of Union Pacific or, if there is no such Senior Vice President - Human Resources, such person or persons appointed by the Board of Directors of Union Pacific or, in the absence of any such appointment, Union Pacific, who shall administer this Supplemental Plan.

(c)" Change in Control" means a "Change in Control" as defined in the Union Pacific Corporation Key Employee Continuity Plan adopted November 16, 2000, as may be amended from time to time.

(d)“ Company” means Union Pacific and any Affiliated Company which is included in the Supplemental Plan by written action of (i) its board of directors and (ii) either the Board of Directors of Union Pacific or the Administrator acting on behalf of the Board of Directors of Union Pacific; provided, however, that if an Affiliated Company (other than an Affiliated Company that would remain such if the phrase “100 percent” were substituted for the phrase “at least 80 percent” in section 1563(a)(1) of the Code, which is then incorporated by reference in sections 414(b) and (c) of the Code) is included in the Supplemental Plan by virtue of action by the Administrator, unless the Board of Directors of Union Pacific ratifies such action not later than its first regularly scheduled meeting held subsequent to the taking of such action by the Administrator, such Affiliated Company shall cease to be so included as of the close of business on the last day of the month in which such meeting occurs and no employee of such Affiliated Company shall accrue a benefit under the Supplemental Plan.

(e)“ Early Supplemental Pension Retirement Date” means the date of a Participant’s Separation from Service after he becomes vested in his Supplemental Plan (409A Non-Grandfathered Component) benefit under Section 4.2, before his Normal Retirement Date, and after either attaining age 55 and completing 10 years of Vesting Service or attaining age 65, determined after taking into account (i) additional service credited under Section 1.3(s) and/or (ii) additional years of age, not exceeding five (5), as may be approved by the Chief Executive Officer of Union Pacific prior to the Participant’s Separation from Service or as may be credited to the Participant pursuant to Section 2.7, Section 2.8 or Section 2.10; provided, however that such date does not qualify as an Early Retirement Date under the terms of the Pension Plan. Notwithstanding the foregoing, any additional years of age awarded under this Section 1.3(e) shall affect only a Participant’s eligibility for an Early Supplemental Pension, and not the actual commencement date of such benefit.

(f)“ Early Supplemental Pension” means the pension provided for in Section 2.2.

(g)“ Effective Date” means January 1, 1989, the effective date of this document; provided, however, that when a provision of this Supplemental Plan (409A Non-Grandfathered Component) states an effective date other than January 1, 1989, such stated special effective date shall apply as to that provision.

(h)“ Final Average Compensation” means Final Average Compensation as determined under Article II of the Pension Plan as of the date of the Participant’s Separation from Service.

(i)“ Incentive Compensation” means:

(i) incentive compensation awarded to a Participant under the Executive Incentive Plan of Union Pacific Corporation and Subsidiaries, as amended and restated as of April 15, 1988 and as it may thereafter be amended from time to time, and any successor thereto (the “Executive Incentive Plan”);

(ii) for 1999 and later years, incentive compensation foregone by a Participant for an award under the Executive Incentive Premium Exchange Program of Union Pacific Corporation and Subsidiaries;

(iii) such other incentive compensation as may be included in Incentive Compensation for a Participant at the discretion of the Board of Directors of Union Pacific; or

(iv) the amount of retention stock (or retention units) awarded to a Participant by the Compensation and Benefits Committee of the Company's Board of Directors (or any successor thereto) in lieu of a cash award under the Executive Incentive Plan,

but only to the extent that such incentive compensation or retention stock (or retention units) is not taken into account in computing the Participant's Final Average Compensation for reasons other than: (A) the annual compensation limit under section 401(a)(17) of the Code, (B) the provisions of Alternative II-D set forth in Section 3.01(c) of the Pension Plan, (C) the eligibility freeze set forth in Section 3.02 of the Pension Plan, or (D) the Credited Service freeze set forth in Section 4.04 of the Pension Plan. Awards of Incentive Compensation shall be taken into account at the time such awards would have been paid but for the Participant's election, to forego or defer payment under a plan of the Company or an Affiliated Company; provided, however, that for purposes of calculating a Participant's benefit under this Supplemental Plan (409A Non-Grandfathered Component) no more than the three highest awards of Incentive Compensation shall be counted in the Participant's highest 36 consecutive months of Compensation determined as of the Participant's Separation from Service taking all Incentive Compensation into account.

(j)" Normal Supplemental Pension" means the pension provided for in Section 2.1.

(k)" Participant" means any Employee of the Company on or after the Effective Date who is or once was a Covered Employee under the Pension Plan and:

(i) whose Total Credited Service under Section 1.3(s) includes years that are not taken into account as Credited Service under the Pension Plan (including years not taken into account due to application of the provisions of Alternative II-D set forth in Section 3.01(c) of the Pension Plan);

(ii) who has Incentive Compensation within the 120-calendar-month period immediately preceding:

(A) with respect to a Participant who is not an Active Participant under the Pension Plan after December 31, 2017**,** the date prior to January 1, 2018 on which the Participant ceases to be a Covered Employee; and

(B) with respect to a Participant who is an Active Participant under the Pension Plan on or after January 1, 2018, the date on or after January 1, 2018 on which the Participant ceases to be an Active Participant under the Pension Plan, after taking into account Section 3.02(e)(1) or (2) (as may be applicable) of the Pension Plan;

(iii) whose Final Average Compensation is not fully recognized under the Pension Plan solely due to application of the annual compensation limit under section 401(a)(17) of the Code or the provisions of Alternative II-D set forth in Section 3.01(c) of the Pension Plan, as determined as of the date of the Participant's Separation from Service;

(iv) whose benefit under the Pension Plan is reduced as a result of the limitation described in Section 5.02 of the Pension Plan; or

(v) who is credited with additional years of age as described in Section 1.3(e)(ii), and

who has been designated by the Administrator as eligible to participate in the Supplemental Plan.

Notwithstanding anything in this Supplemental Plan to the contrary, no person who was not an Active Participant under the Pension Plan on December 31, 2017 shall be eligible to participate in the Supplemental Plan after December 31, 2017. No person who was not an Active Participant under the Pension Plan on December 31, 2017 and who, subsequent to that date, first becomes, or returns to service as, a Covered Employee (whether by returning to Employment following a Separation from Service, transfer or otherwise, and without regard to whether he has commenced a previously accrued Supplemental Plan benefit) shall be eligible to participate in the Supplemental Plan for purposes of benefit accrual with respect to such service after December 31, 2017.

In the event of the death or incompetency of a Participant, the term shall mean the Participant's personal representative or guardian for whatever amounts remain payable to the Participant under the terms of the Supplemental Plan.

(l)" Pension Plan" means the Pension Plan for Salaried Employees of Union Pacific Corporation and Affiliates, as amended from time to time.

(m)" Postponed Supplemental Pension" means the pension provided for in Section 2.3.

(n)" Rehired Supplemental Pension" means the pension provided for in Section 2.5.

(o)" Separation from Service" means the date as of which the Company and the Participant reasonably anticipate that no further services would be performed, or that the level of bona fide services the Participant would perform after such date would permanently decrease to no more than twenty percent (20%) of the average level of bona fide services performed by the Participant over the immediately preceding thirty-six (36) month period. There shall be no Separation from Service during a Participant's bona fide leave of absence so long as such leave does not exceed six (6) months or such longer period as the Participant may retain a right to reemployment with the Company under applicable statute or by contract. The term Separation from Service shall be interpreted in the same manner as a separation from service under Section 409A of the Code.

(p)“ Supplemental Plan” means the Supplemental Pension Plan for Officers and Managers of Union Pacific Corporation and Affiliates, as amended and restated effective January 1, 1989, and as it may thereafter be amended from time to time. The Supplemental Plan is comprised of the following components, each of which is set forth in a separate document: (1) the Supplemental Pension Plan (409A Non-Grandfathered Component) for Officers and Managers of Union Pacific Corporation and Affiliates, and (2) the Supplemental Pension Plan (409A Grandfathered Component) for Officers and Managers of Union Pacific Corporation and Affiliates.

(q)“ Surviving Spouse” means:

(i) where payments to the Participant have not begun under the Supplemental Plan at the time of the Participant’s death, the spouse who was legally married to the Participant continuously during the 12 months ending on the date of the Participant’s death;

(ii) where payments to the Participant have begun under the Supplemental Plan prior to the Participant’s death:

(A) in the case of a Participant whose Supplemental Plan and Pension Plan benefit began on the same date or who is not vested in a Pension Plan benefit, the spouse who was legally married to the Participant on the date that his Supplemental Plan payments began;

(B) in the case of a Participant whose Supplemental Plan benefits began on a date earlier than the date on which his Pension Plan benefits began, the spouse who was legally married to the Participant on the date his Pension Plan benefits began; or

(C) in the case of a Participant whose Supplemental Plan benefits began but whose vested Pension Plan benefits had not started prior to this death, the spouse who was legally married to the Participant on the date of his death.

(r)“ Surviving Spouse’s Pension” means the pension provided for in Section 2.6.

(s)“ Total Credited Service” means:

(i) all years of Credited Service (and portions thereof) as set forth in the Article IV of the Pension Plan, which are credited with respect to the Participant under the Pension Plan (taking into account, as applicable, the Credited Service freeze set forth in Section 4.04 of the Pension Plan), other than Credited Service accruing during a Participant’s approved unpaid leave of absence (for the avoidance of doubt, for reasons other than Total Disability) that is after the Participant’s Separation from Service, plus Credited Service for years of Employment that are not taken into account under the Pension Plan solely due to application of the provisions of Alternative II-D set forth in Section 3.01(c) of the Pension Plan;

(ii) such additional years of training prior to the Participant’s Employment Commencement Date, as may have especially qualified the Participant for service with the Company, as determined by the Board of Directors, in its sole discretion;

(iii) such additional years of service, not exceeding five (5), as may be approved by the Chief Executive Officer of Union Pacific prior to the Participant's termination of Employment; and

(iv) such additional years of service as may be credited to the Participant pursuant to Section 2.8 or Section 2.10.

(t)" Total Offset Service" means (i) all years of "offset service" (including portions thereof) as set forth in Article V of the Pension Plan, including years of offset service for years of Employment that are not taken into account under the Pension Plan solely due to application of the provisions of Alternative II-D set forth in Section 3.01(c) of the Pension Plan; and (ii) any additional years as credited in accordance with Section 1.3(s)(ii), (iii) or (iv). For the avoidance of doubt, Total Offset Service includes Credited Service described in Section 5.01(b)(2) of the Pension Plan used to determine a Participant's governmental offset under the Pension Plan.

(u)" Union Pacific" means Union Pacific Corporation, or any successor to that corporation.

(v)" Vesting Service" means (i) all years of Vesting Service (including portions thereof) as set forth in Article IV of the Pension Plan; and (ii) any additional years as credited in accordance with Section 1.3(s)(ii), (iii) or (iv).

(w) Except as otherwise expressly provided herein, all other capitalized terms shall have the respective meanings set forth in the definition provisions of Article II of the Pension Plan.

ARTICLE TWO

Amount and Payment of Pension

2.1 Normal Supplemental Pension. Subject to the provisions of Articles Three, Five and Eleven, a Participant who has a Separation from Service at his or her Normal Retirement Age under the Pension Plan shall be entitled to receive a Normal Supplemental Pension (or a Rehire Supplemental Pension, as applicable), in the form of a single life annuity commencing on the Participant's Normal Retirement Date, equal to the result of (a) minus (b) minus (c), where:

(a) is the annual Accrued Benefit payable at Normal Retirement Date computed on the basis of the formula provided in Section 5.01 of the Pension Plan as of the date of the Participant's Separation from Service, determined without regard to the limitation described in Section 5.02 of the Pension Plan, and including under such formula any amounts of Final Average Compensation that were excluded from consideration for the Participant under the Pension Plan and all Incentive Compensation payable to the Participant within the 120-calendar-month period immediately preceding:

(i) with respect to a Participant who is not an Active Participant under the Pension Plan after December 31, 2017, the date prior to January 1, 2018 on which the Participant ceases to be a Covered Employee; and

(ii) with respect to a Participant who is an Active Participant under the Pension Plan on or after January 1, 2018, the date on or after January 1, 2018 on which the Participant ceases to be an Active Participant under the Pension Plan, after taking into account Section 3.02(e)(1) or (2) (as may be applicable) of the Pension Plan,

and, in all cases, utilizing Total Credited Service up to 40 years in place of Credited Service under Article IV of the Pension Plan and Total Offset Service up to 40 years in place of "offset service" under Article V of the Pension Plan;

(b) is the annual nonforfeitable Accrued Benefit payable at Normal Retirement Date actually determined to be due under the terms of the Pension Plan as of the date of the Participant's Separation from Service; and

(c) is the annual nonforfeitable Normal Supplemental Pension payable at Normal Retirement Date actually determined under the Supplemental Plan (409A Grandfathered Component).

For purposes of determining benefits under the Supplemental Plan (409A Non-Grandfathered Component), any actuarial adjustments for a delay in the commencement of payment beyond the Normal Retirement Date or otherwise that apply under the Pension Plan in calculating the benefit described in (b), above, shall also apply to calculate the benefit described in (a), above.

2.2 Early Supplemental Pension.

(a) Participant Retires on Early Retirement Date. Subject to the provisions of Articles Three, Five and Eleven, a Participant who has a Separation from Service on an Early Retirement Date under the Pension Plan shall receive an Early Supplemental Pension, in the form of a single life annuity commencing on the first day of the month following the later of the Participant's Separation from Service or the Participant's attainment of age 55. The Early Supplemental Pension shall be computed in the same manner as the Normal Supplemental Pension, but with the amounts described in Section 2.1 adjusted for payment as of the early benefit start date in accordance with Section 6.03 of the Pension Plan (whether or not the Participant's Pension Plan benefit or Supplemental Plan (409A Grandfathered Component) benefit starts on that date), taking into account any additional years of age described in Section 1.3(e)(ii) solely for purposes of adjusting both the gross and offset portions of the benefit in Section 2.1(a). Additionally, if the Participant's Normal Supplemental Pension, as defined in the Supplemental Plan (409A Grandfathered Component), is payable under Section 4.2 of such Plan, the Participant's Early Supplemental Pension under the Supplemental Plan (409A Non-Grandfathered Component) shall be increased by the difference, if any, between (i) the amount of the benefit computed under the immediately preceding sentence attributable to the Participant's Normal Supplemental Pension under the terms of the Supplemental Plan (409A Grandfathered Component) as described in Section 2.1(c) and (ii) such amount that would have been payable from the Supplemental Plan (409A Grandfathered Component) at the Participant's early benefit start date under the Supplemental Plan (409A Non-Grandfathered Component) (whether or not the Participant's Supplemental Plan (409A Grandfathered Component) benefit starts on that date).

(b) Participant Retires on Early Supplemental Pension Retirement Date. Subject to the provisions of Articles Three, Five and Eleven, a Participant who has a Separation from Service on an Early Supplemental Pension Retirement Date shall receive an Early Supplemental Pension, in the form of a single life annuity commencing on the first day of the month following the later of the Participant's Separation from Service or the Participant's attainment of age 55. The Early Supplemental Pension shall be computed in the same manner as described in Section 2.2(a), above, except that, for purposes of determining the Early Supplemental Pension as described in Section 2.2(a):

(i) the amount described in Sections 2.1(a) and 2.1(c) shall be adjusted for payment as of the early benefit start date in accordance with Section 6.03 of the Pension Plan (whether or not the Participant's Supplemental Plan (409A Grandfathered Component) benefit starts on that date), taking into account any additional years of age described in Section 1.3(e)(ii) solely for purposes of adjusting both the gross and offset portions of the benefit in Section 2.1(a); and

(ii) the amount described in Section 2.1(b) shall be adjusted for payment as of the early benefit start date in accordance with Section 6.04 of the Pension Plan (whether or not the Participant's Pension Plan benefit starts on that date); and

(iii) if the Participant's Normal Supplemental Pension, as defined in the Supplemental Plan (409A Grandfathered Component), is payable under Section 4.2 of such Plan, the Participant's Early Supplemental Pension under the Supplemental Plan (409A Non-Grandfathered Component) shall be increased by the difference, if any, between (i) the amount of the benefit computed under Section 2.2(a) attributable to the Participant's Normal Supplemental Pension under the terms of the Supplemental Plan (409A Grandfathered Component) as described in Section 2.1(c) and (ii) such amount that would have been payable from the Supplemental Plan (409A Grandfathered Component) at the Participant's early benefit start date under the Supplemental Plan (409A Non-Grandfathered Component) (whether or not the Participant's Supplemental Plan (409A Grandfathered Component) benefit starts that date).

2.3 Postponed Supplemental Pension. Subject to the provisions of Articles Three, Five and Eleven, a Participant who has a Separation from Service after his Normal Retirement Age shall be entitled to a Postponed Supplemental Pension, in the form of a single life annuity commencing at the Postponed Retirement Date, which is equal to the Normal Supplemental Pension, computed in accordance with Section 2.1 based on his Total Credited Service, Total Offset Service, etc. as of the Participant's Postponed Retirement Date (instead of his Normal Retirement Date).

2.4 Disabled Participants.

(a) Disability Supplemental Retirement Benefit. In the event that a Participant becomes a Disabled Participant under the Pension Plan (and therefore is deemed to have had a Separation from Service under the Pension Plan), the Participant shall receive a Normal Supplemental Pension, Early Supplemental Pension, or Postponed Supplemental Pension, as determined under Section 2.1, 2.2, 2.3 or 4.2, as applicable, in the form of a single life annuity commencing on the first day of the month following the later of the Participant's Disability Date under the Pension Plan or the Participant's attainment of age 55; provided that such Disabled Participant has had a Separation from Service under the Supplemental Plan (409A Non-Grandfathered Component). Such benefit shall be based on the Participant's Supplemental Plan (409A Non-Grandfathered Component) benefit accrued through his or her Disability Date.

(b) Additional Disability Pay. To the extent that a Disabled Participant accrues a benefit under this Supplemental Plan (409A Non-Grandfathered Component) in excess of the amount described in Section 2.4(a) (due to the continued crediting of service and deemed Compensation for Disabled Participants), such additional benefit shall be paid at the same time and in the same form as the Participant's Pension Plan benefit, as described in Section 6.05 of the Pension Plan. Such Additional Disability Pay Benefit may include, by way of example, any early retirement subsidy with respect to the Supplemental Plan benefit described in Section 2.4(a) that the Disabled Participant accrues after his or her Disability Date.

2.5 Rehired Employees. The following provisions shall apply to any Participant who returns to Employment with the Company after having had a Separation from Service.

(a) Any Supplemental Pension determined under the terms of this Supplemental Plan (409A Non-Grandfathered Component) that is attributable to a prior period of Employment shall continue to be paid to the Participant without regard to the Participant's reemployment (even if the Participant's Pension Plan benefit and Supplemental Plan (409A Grandfathered Component) benefit are suspended during such reemployment).

(b) A rehired Participant shall be entitled to a Rehire Supplemental Pension, as determined in the same manner as a Supplemental Pension under Sections 2.1, 2.2, 2.3, 2.4(a) or 4.2, as applicable, based on the Participant's Final Average Compensation, Incentive Compensation, Total Credited Service and Total Offset Service during his or her aggregated periods of Employment, but offset further by the annual nonforfeitable Supplemental Pension actually determined under the Supplemental Plan (409A Non-Grandfathered Component) as of the Participant's prior Separation from Service. Notwithstanding the foregoing, a Participant shall not be entitled to accrue a benefit with respect to any period of Employment that follows a rehire occurring on or after January 1, 2018, unless the Participant's Separation from Service was the result of the Participant becoming a Disabled Participant and the Participant returns to Employment as a Covered Employee at such time as the Employer may reasonably require after ceasing to suffer from a Total Disability.

(c) Subject to the last sentence of Section 2.5(b), in the event that the Participant is entitled to receive more than one Rehire Supplemental Pension under this Supplemental Plan (409A Non-Grandfathered Component) (as a result of more than two Separations from Service), the provisions of Section 2.5(b) shall be applied as if all prior periods of the Participant's Employment were aggregated into a single prior period of Employment.

(d) In the event that a Disabled Participant who is entitled to an Additional Disability Pay Benefit under Section 2.4(b) returns to Employment with the Company, the Rehire Supplemental Pension determined under Section 2.5(b) shall not take into account the Additional Disability Pay Benefit (except for purposes of vesting, eligibility for an early retirement subsidy, or the calculation of the 40 year limit in Section 2.1).

2.6 Surviving Spouse's Pension (Post-Retirement Automatic Survivor Annuity).

(a) The Surviving Spouse of a Participant who dies while receiving a Normal Supplemental Pension (including a Normal Supplemental Pension determined under Section 4.2), Postponed Supplemental Pension or an Early Supplemental Pension determined under Section 2.2(a), which death occurs at a time when such Participant was receiving (or was immediately eligible to receive, had the Participant survived), the normal, postponed or early retirement benefit described at Sections 6.01, 6.02 or 6.03, respectively, of the Pension Plan, and, if applicable, an Additional Disability Pay Benefit, shall be entitled to a Surviving Spouse's Pension equal to:

(i) unless the Participant is described in paragraph (ii) below, one-half of the single life annuity amount of the Normal, Early, or Postponed Supplemental Pension (including the Additional Disability Pay Benefit, if applicable) payable to such deceased Participant under the Supplemental Plan (409A Non-Grandfathered Component).

(ii) if the Participant was receiving, as described in Section 2.4(a), a Normal Supplemental Pension determined under Section 4.2 as a result of becoming a Disabled Participant and incurring a Separation from Service under the Supplemental Plan (409A Non-Grandfathered Component) prior to attaining age 55, one-half of the single life annuity amount of the Normal, Early or Postponed Supplemental Pension (including the Additional Disability Pay Benefit described in Section 2.4(b), if applicable) credited with respect to such deceased Participant under the terms of the Supplemental Plan (409A Non-Grandfathered Component), determined as of the Participant's Benefit Payment Date under the Pension Plan (or date of death if the Participant died prior thereto), and reflecting the Pension Plan's early retirement reduction factors, if applicable, notwithstanding the Participant's Separation from Service prior to age 55 for purposes of the Supplemental Plan (409A Non-Grandfathered Component).

Additionally, if the Participant's Normal Supplemental Pension, as defined in the Supplemental Plan (409A Grandfathered Component), is payable under Section 4.2 of such Plan, the Participant's Surviving Spouse's Pension shall be increased by an amount equal to one-half of the amount of the benefit computed under Section 2.1(c) adjusted for payment as of any early benefit start date in accordance with Section 6.04 of the Pension Plan (whether or not the Participant's Supplemental Plan (409A Grandfathered Component) benefit starts on that date) and adjusted as of any postponed benefit start date according to any actuarial adjustments for a delay in the commencement of payment of the Participant's benefit beyond the Normal Retirement Date or otherwise that apply to the calculation of such a delayed benefit payment (whether or not the Participant's Supplemental Plan (409A Grandfathered Component) benefit starts on that date). Such Surviving Spouse's Pension shall be payable to such Spouse in equal monthly payments for life, commencing on the first day of the month immediately following the death of such Participant.

(b) The Surviving Spouse of a Participant who dies while receiving an Early Supplemental Pension determined under Section 2.2(b), relating to a Separation from Service on an Early Supplemental Pension Retirement Date (i.e., a date that does not qualify as an Early Retirement Date under the terms of the Pension Plan), and, if applicable, an Additional Disability Pay Benefit, shall be entitled to a Surviving Spouse's Pension. The Surviving Spouse's Pension shall be payable in equal monthly payments for the Surviving Spouse's life, commencing on the first day of the month immediately following the Participant's death, which shall equal one-half of the single life annuity amount calculated for the Participant under Section 2.2(b) (including the Additional Disability Pay Benefit, if applicable), as of the Participant's early benefit start date under this Supplemental Plan (409A Non-Grandfathered Component). Additionally, if the Participant's Normal Supplemental Pension, as defined in the Supplemental Plan (409A Grandfathered Component), is payable under Section 4.2 of such Plan, the Participant's Surviving Spouse's Pension shall be increased by an amount equal to one-half of the amount of the benefit computed under the Section 2.1(c) adjusted for payment as of any early benefit start date in accordance with Section 6.04 of the Pension Plan (whether or not the Participant's Supplemental Plan (409A Grandfathered Component) benefit starts on that date).

(c) The Surviving Spouse's Pension described in this Section 2.6 is payable in addition to any other death benefit that may be payable to the Surviving Spouse or other beneficiary of the Participant under the form of payment in which the Participant's Supplemental Pension is paid pursuant to Article Three. However, in no event shall the Surviving Spouse who is entitled to the Surviving Spouse's Pension, if also designated as the Participant's beneficiary under a joint and survivor annuity payable under the Supplemental Plan, receive a total benefit from the Supplemental Plan that is more than 100% of the retirement income otherwise payable to the Participant under the Supplemental Plan.

2.7 Change in Control. A Participant who is affected by a Change in Control shall have his eligibility for and amount of Supplemental Plan benefits determined pursuant to the terms of the Union Pacific Corporation Key Employee Continuity Plan adopted November 16, 2000, as may be amended from time to time.

2.8 Additional Age and Service for Certain Participants.

(a) Participant Ike Evans shall be deemed to have attained an age two (2) years, six (6) months older than his actual age, up to a maximum age 65 and shall receive an additional two (2) years, six (6) months service (up to a maximum of 40 years of service), which service shall be treated as part of the Participant's Total Credited Service in the way described in Section 1.3(s)(iii);

(b) Participant Stan McLaughlin shall be deemed to have attained an age two (2) years older than his actual age, up to a maximum age 65 and shall receive an additional two (2) years service (up to a maximum of 40 years of service), which service shall be treated as part of the Participant's Total Credited Service in the way described in Section 1.3(s)(iii);

(c) Participant John Holm, shall be deemed to have attained an age two (2) years older than his actual age, up to a maximum age 65 and shall receive an additional two (2) years service (up to a maximum of 40 years of service), which service shall be treated as part of the Participant's Total Credited Service in the way described in Section 1.3(s)(iii);

(d) Participant Jerry Everett shall be deemed to have attained an age two (2) years, three (3) months older than his actual age, up to a maximum age 65 and shall receive an additional two (2) years service (up to a maximum of 40 years of service), which service shall be treated as part of the Participant's Total Credited Service in the way described in Section 1.3(s)(iii); and

(e) Participant Mike Ring shall be deemed to have attained an age three (3) years, six (6) months older than his actual age, up to a maximum age 65.

(f) The age and service credited as provided in Section 2.8(a)-(e) results in an additional deferral of compensation for purposes of the American Jobs Creation Act of 2004 ("AJCA"), and such additional deferral of compensation is subject to the terms of the AJCA.

2.9 Six Month Delay for Specified Employees. Notwithstanding any provision of this Supplemental Plan (409A Non-Grandfathered Component) to the contrary, no payment shall be made to a "specified employee" (as determined in accordance with a uniform policy adopted by the Company with respect to all arrangements subject to Section 409A of the Code maintained by the Company and its Affiliated Companies) until the first day of the seventh month following such specified employee's Separation from Service; provided, however, that in the event of the specified employee's death before his payment commencement date, this provision shall not prevent payment of death benefits at the time(s) otherwise prescribed by this Supplemental Plan (409A Non-Grandfathered Component); and provided further that this Section 2.9 shall not apply to the Additional Disability Pay Benefit. Payments suspended during such six-month period shall be accumulated and paid to the specified employee (without interest) in the seventh month following the specified employee's Separation from Service.

2.10 2017 Benefit Enhancement. Effective September 30, 2017, the benefit enhancements described in subsection (b) shall be provided to any Participant who is a Covered Employee under the Pension Plan who satisfies the requirements of subsection (a). These enhancements shall be taken into account in determining the Participant's Normal Supplemental Pension, Early Supplemental Pension or Postponed Supplemental Pension as described in Section 2.1, 2.2 or 2.3, respectively.

(a) The requirements of this subsection (a) are satisfied by a Covered Employee who:

(1) is a Covered Employee under the Pension Plan on August 16, 2017;

(2) had 2016 Compensation, as defined in Section 2.18(c) of the Pension Plan, in excess of $120,000;

(3) is at least age 55 with at least 10 years of Vesting Service, as defined in Section 2.75 of the Pension Plan or has attained age 65, each determined as of September 30, 2017;

(4) is eligible for and is selected by the Company to participate in the Union Pacific 2017 Workforce Reduction Program ("2017 WRP") and has a Separation from Service with the Company on the date selected by the Company, which date shall not occur after September 30, 2017; and

(5) executes all documents required by the terms of the 2017 WRP, including a waiver and general release of any and all employment-related rights or claims (other than claims for benefits under the Supplemental Pension Plan or Pension Plan) that the Participant may have against the Company, any Affiliated Company, the Supplemental Plan, the Pension Plan and their respective officers, agents and employees, in the form and manner prescribed by the Company, and does not revoke such waiver and general release within the time period prescribed by the Company.

(b) Each Covered Employee described in subsection (a) shall:

(1) receive up to an additional 60 months in the aggregate, which shall be applied as follows:

(A) First, to increase the Covered Employee's deemed age, up to a maximum of age 65; and

(B) Second, if any such months remain, to increase the Covered Employee's years and months of service for purposes of calculating Total Credited Service and Total Offset Service, up to a maximum of 40 years of service; and

(2) be treated as having been a Covered Employee for 60 full consecutive months for purposes of applying Section 4.02(c)(3) of the Pension Plan when calculating Total Credited Service and Total Offset Service under this Supplemental Pension Plan (409A Non-Grandfathered Component).

ARTICLE THREE

Manner of Payment

3.1 Normal Form of Payment for Retirement. Except as provided in Sections 3.2 and 3.3, if a Participant has a Separation from Service on a Normal Retirement Date, an Early Retirement Date, an Early Supplemental Pension Retirement Date, or a Postponed Retirement Date under Section 2.1, 2.2 or 2.3, payment of the Supplemental Pension shall be made to a Participant on his or her benefit start date in the form of a single life annuity payable in equal monthly installments to the Participant for his or her lifetime.

3.2 Optional Forms of Payment for Retirement. Notwithstanding Section 3.1, a Participant may elect to receive payment of the Supplemental Pension in one of the following forms in lieu of the applicable normal form set forth in Section 3.1.

(a) A single life annuity payable in equal monthly installments to the Participant for his lifetime;

(b) A single life annuity payable in equal monthly installments to the Participant for his lifetime, with 120 payments guaranteed. If a Participant dies before he or she has received 120 monthly payments, then any balance of guaranteed payments shall be paid in a single sum to the Participant's Beneficiary within 90 days following the Participant's death. A Participant's designation of a Beneficiary to receive the balance of the guaranteed payments may be made or changed until the earlier of the Participant' death or the expiration of the guaranteed period; or

(c) A joint and survivor annuity with any individual Beneficiary designated by the Participant, payable in equal monthly installments for the Participant's lifetime and with 25%, 50%, 75% or 100%, as elected by the Participant, of the amount of such monthly installment payable after the death of the Participant to the designated Beneficiary of such Participant, if then living, for the life of such designated Beneficiary. A Participant's designation of a Beneficiary under a joint and survivor annuity may not be changed on or after the benefit start date for the Supplemental Pension. If a Participant's Beneficiary dies before the benefit start date for the Supplemental Pension, but after the Participant has elected a joint and survivor annuity, the election shall automatically be revoked and the Supplemental Pension shall be paid in the form set forth in Section 3.1. Notwithstanding the foregoing, the percentage payable to the Participant's Beneficiary (unless the Beneficiary is the Participant's spouse) after the Participant's death may not exceed the applicable percentage from the table set forth in Appendix C of the Pension Plan.

The election described in this Section 3.2 must be made in writing, in the form prescribed by the Administrator, at least six (6) months before, and no later than the tax year of the Participant immediately preceding, the benefit start date for the Supplemental Pension. Any optional form of benefit described in this Section 3.2 shall be the actuarial equivalent of the normal form of benefit described in Section 3.1, disregarding the value of any subsidized survivor annuity benefit, and based on the applicable factors set forth in the Pension Plan used for purposes of determining actuarial equivalence of such optional form of benefit.

3.3 Payments For Certain Retirements Under Section 2.2(b). If a Participant has a Separation from Service on an Early Supplemental Pension Retirement Date, and at such Separation from Service either is not vested in or is not eligible to start a pension under the Pension Plan, payment of his Supplemental Pension shall be made in the form of a single life annuity. The Participant is not eligible to elect payment of his Supplemental Pension in any other form.

3.4 Special Payments.

(a) Michael A. Paras. The amount of the Supplemental Pension payable to Michael A. Paras under Article Two shall be paid on its scheduled payment date in the form of a single sum payment determined by converting the single life annuity into a single sum payment using (1) an interest rate that is equal to the adjusted first, second, and third segment rates applied under rules similar to the rules of Section 430(h)(2)(C) of the Code for the month before the date of distribution or such other time as the Secretary of the Treasury may prescribe, as described in Section 417(e)(3) of the Code and as published from time to time by the Secretary of the Treasury and (2) the mortality table referred to in Revenue Ruling 2007-67 (or such other mortality table as may subsequently be in effect) for Benefit Payment Dates occurring on or after January 1, 2009.

(b) Jeff M. Crandall. The amount of the Supplemental Pension payable to Jeff M. Crandall under Article Two shall be paid on its scheduled payment date in the form of a single sum payment determined by converting the joint and survivor annuity into a single sum payment using (1) an interest rate that is equal to the adjusted first, second, and third segment rates applied under rules similar to the rules of Section 430(h)(2)(C) of the Code for the month before the date of distribution or such other time as the Secretary of the Treasury may prescribe, as described in Section 417(e)(3) of the Code and as published from time to time by the Secretary of the Treasury and (2) the mortality table referred to in Revenue Ruling 2007-67 (or such other mortality table as may subsequently be in effect) for Benefit Payment Dates occurring on or after January 1, 2009; provided that Jeff M. Crandall is not entitled to receive any payment from a nonqualified deferred compensation plan required to be aggregated with the Supplemental Plan (409A Non-Grandfathered Component) under the regulations promulgated under Section 409A of the Code and the amount of the single sum payment does not exceed the applicable dollar amount under Section 402(g)(1)(B) of the Code.

c. Arnold R. Robinson. Notwithstanding Section 3.1, the benefit payable to Arnold R. Robinson under Article Two hereof shall be paid on its scheduled payment date in the form of a single sum payment, the amount of which shall be determined by converting the single life annuity (including for this purpose, the benefit described in Section 2.6(a)) into to a single sum payment by using the applicable interest rate and mortality assumptions of Section 2.05(c) of the Pension Plan and treating such scheduled payment date as the “Benefit Payment Date” for purposes of Section 2.05(c) of the Pension Plan; provided that Arnold R. Robinson is not entitled to receive any payment from another nonqualified deferred compensation plan required to be aggregated with the Supplemental Plan (409A Non-Grandfathered Component) under the regulations promulgated under Section 409A of the Code and the amount of the single sum payment does not exceed the applicable dollar amount under Section 402(g)(1)(B) of the Code for the 2017 calendar year.

ARTICLE FOUR

Vesting

4.1 Termination Prior to Vesting.

(a) Except as provided in Section 2.7, a Participant who has a Separation from Service before Early or Normal Retirement Date, and before completion of 5 years of actual Vesting Service under the Pension Plan (treating as actual service for this purpose, service described in Section 1.3(s)(ii) or credited under Section 2.7) shall not be entitled to any benefit under this Supplemental Plan (409A Non-Grandfathered Component); provided, however, that the Chief Executive Officer of Union Pacific may reduce the required years of actual Vesting Service to 3 if the Chief Executive Officer of Union Pacific determines that such change would not be disadvantageous to the Company in the case of any Participant. The Chief Executive Officer of Union Pacific shall make such determination by the date the Participant terminates Employment.

(b) If a Participant described in Section 4.1(a) returns to Employment and subsequently becomes vested in the Supplemental Plan (409A Non-Grandfathered Component) benefit that was forfeited under Section 4.1(a), such benefit shall commence on the first day of the month following the later of the date the Participant becomes vested or the Participant's attainment of age 55 (even if the Participant is still in the Employment of the Company on such date by reason of his or her reemployment).

4.2 Termination After Vesting. Except as provided in Section 2.7 or Articles Five and Eleven, a Participant who has a Separation from Service before Normal or Early Retirement Date and before Early Supplemental Pension Retirement Date but after (i) completing 5 (or 3, if applicable) years of actual Vesting Service under the Pension Plan (treating as actual service for this purpose, service described in Section 1.3(s)(ii) or credited under Section 2.7) shall be entitled to receive, commencing on the first day of the month following the later of the Participant's Separation from Service or the Participant's attainment of age 55, the Normal Supplemental Pension computed under Section 2.1 as of the date the Participant had a Separation from Service.

In determining any Supplemental Pension to be paid to the Participant commencing prior to Normal Retirement Date, (I) the amounts described in Sections 2.1(a) and 2.1(c) shall be adjusted for early payment as of the early benefit start date in accordance with Section 6.04 of the Pension Plan (taking into account any additional years of age described in Section 1.3(e)(ii) for purposes of adjusting both the gross and offset portions of the benefit, and regardless of whether the Participant's Supplemental Plan (409A Grandfathered Component) benefit starts on that date), and (II) the amount described in Section 2.1(b) shall be adjusted for payment as of the early benefit start date in accordance with Section 6.04 of the Pension Plan (whether or not the Participant's Pension Plan benefit starts on that date).

4.3 Form of Vested Benefit.

(a) Benefits Payable Under Supplemental Plan and Pension Plan. If a Participant is entitled to benefits under both the Supplemental Plan (409A Non-Grandfathered Component) and the Pension Plan, the Supplemental Pension determined under Section 4.2 shall be paid:

(i) to the Participant, if he or she is not married, on his or her benefit start date in the form of a single life annuity payable in equal monthly installments to the Participant for his or her lifetime; or

(ii) to the Participant, if he or she is married, on his or her benefit start date in the form of a joint and survivor annuity with the Participant's spouse (determined as of the benefit start date) as the beneficiary, payable in equal monthly installments for the Participant's lifetime and with 50% of the amount of such monthly installment payable after the death of the Participant to such spouse, if then living, for the life of such spouse.

Notwithstanding the foregoing, the Participant may elect, in lieu of the normal form of benefit set forth in Section 4.3(a)(i) or (ii), as applicable, to be paid in any of the forms described in Section 3.2, and shall be subject to adjustment for form of payment and the same Beneficiary designation applicable to the Participant's Pension Plan benefit.

(b) No Benefits Payable Under Pension Plan. In the event a Participant is entitled to a benefit from the Supplemental Plan (409A Non-Grandfathered Component) but is not vested in a benefit under the Pension Plan, the Participant shall receive payment of his Supplemental Pension determined under Section 4.2 in the automatic form of payment described in Section 8.02 of the Pension Plan, as adjusted for form of payment and the same Beneficiary designation applicable to the Participant's Pension Plan benefit, that would have applied to the Participant had he been eligible for and started payment under the Pension Plan on the same day.

ARTICLE FIVE

Certain Employee Transfers

5.1 Transfers into Supplemental Plan from Resources Supplemental Plan. If any employee who is a participant in the Supplemental Pension Plan for Exempt Salaried Employees of Union Pacific Resources Company and Affiliates is transferred on or before October 15, 1996 to the Company and becomes a Participant after such transfer, such employee shall retain no rights in the other supplemental pension plan and shall receive all benefits to which entitled under this Supplemental Plan (409A Non-Grandfathered Component), based upon Total Credited Service and Total Offset Service which shall include, as to such employee, any service which would have been used in determining the Participant's benefits under such other supplemental pension plan.

5.2 Transfers to Resources Supplemental Plan. If a Participant is transferred on or before October 15, 1996 to an Affiliated Company participating in the Supplemental Pension Plan for Exempt Salaried Employees of Union Pacific Resources Company and Affiliates and becomes a participant in the supplemental pension plan of the Affiliated Company after such transfer, such former Participant shall retain no rights in this Supplemental Plan if such other supplemental pension plan has provisions that substantially conform to the transfer provisions for the protection of transferees that are contained in Section 5.1.

5.3 No Duplication of Benefits. There shall under no circumstances be any duplication of benefits under this Supplemental Plan or any supplemental pension plan of an Affiliated Company or former Affiliated Company by reason of the same period of employment.

ARTICLE SIX

Pre-Retirement Survivor's Benefit

6.1 Eligibility. The Surviving Spouse of a Participant who either (a) has a Separation from Service due to death, or (b) (i) has a Separation from Service other than due to death after becoming entitled to a Supplemental Pension under Article Two or Article Four, and (ii) dies prior to the commencement of payment of the Supplemental Pension shall receive the benefit determined pursuant to Section 6.2.

6.2 Surviving Spouse's Benefit.

(a) Subsidized Death Benefits.

(i) Except as provided in subsection (ii), the benefit payable to the Surviving Spouse of a Participant described in Section 6.1 who dies:

(A) before his or her Separation from Service and before Early or Normal Retirement Date under the terms of the Pension Plan;

(B) before his or her Separation from Service and after Early or Normal Retirement Date under the terms of the Pension Plan; or

(C) after his or her Separation from Service, providing such Separation from Service occurred after Early or Normal Retirement Date under the terms of the Pension Plan,

shall be a monthly annuity payable for the Surviving Spouse's life. Monthly payments to the Surviving Spouse shall equal one-half of the monthly Supplemental Pension such Participant would have received (assuming, for a Participant described in Section 6.1(a), the Participant had vested) in the form of a single life annuity, if the Participant had survived (but accrued no additional benefits after death) and started his Supplemental Pension on the date Supplemental Plan (409A Non-Grandfathered Component) benefits begin to the Surviving Spouse under Section 6.3. Notwithstanding anything in the Supplemental Plan (409A Non-Grandfathered Component) to the contrary, the Surviving Spouse's benefit with respect to a Participant described in (A), above, shall be determined by applying, for purposes of any adjustment for payment prior to Normal Retirement Date, the early retirement reduction factors of Section 6.03 of the Pension Plan.

(ii) The benefit payable to the Surviving Spouse of a Participant described in Section 6.1, who dies other than under circumstances described in Section 6.2(a)(i) or 6.2(a)(iii) but after becoming eligible for an Early Supplemental Pension under Section 2.2 based on an Early Supplemental Pension Retirement Date, shall be an annuity payable for the Surviving Spouse's life calculated as follows. Monthly payments to the Surviving Spouse shall equal one-half of the monthly Supplemental Pension in the form of a single life annuity calculated for the Participant as described in Section 2.2(b) as if the Participant had survived (but accrued no additional benefits after death) and started his Supplemental Pension on the date Supplemental Plan (409A Non-Grandfathered Component) benefits begin to the Surviving Spouse under Section 6.3.

(iii) In addition to any other benefit due to the Surviving Spouse under this Supplemental Plan (409A Non-Grandfathered Component), if a Participant dies while a Disabled Participant but before Early or Normal Retirement Date under the terms of the Pension Plan (as determined for purposes of the Additional Disability Pay Benefit), the Surviving Spouse shall be entitled to an additional monthly annuity payable for the Surviving Spouse's life. Monthly payments to the Surviving Spouse shall equal one-half of the monthly Additional Disability Pay Benefit such Disabled Participant would have received (assuming the Disabled Participant had vested) in the form of a single life annuity, if the Disabled Participant had survived (but accrued no additional benefits after death) and started his Additional Disability Pay Benefit on the date the Supplemental Plan (409A Non-Grandfathered Component) benefits described in this Section 6.2(a)(iii) begin to the Surviving Spouse under Section 6.3. Notwithstanding anything in the Supplemental Plan (409A Non-Grandfathered Component) to the contrary, the Surviving Spouse's benefit described in this Section 6.2(a)(iii) shall be determined by applying, for purposes of any adjustment for payment prior to Normal Retirement Date, the early retirement reduction factors of Section 6.03 of the Pension Plan.

(b) Non-Subsidized Death Benefits. The benefit payable to the Surviving Spouse of a Participant described in Section 6.1 who dies under circumstances other than those described in Section 6.2(a) shall be an annuity payable for the Surviving Spouse's life with monthly payments equal to 50% of the monthly Supplemental Pension the Participant would have received in the form of a Qualified Joint and Survivor Annuity determined as if the Participant had survived (and accrued no additional benefits after his death) and started his Supplemental Pension on the date Supplemental Plan (409A Non-Grandfathered Component) benefits begin to the Surviving Spouse under Section 6.3.

6.3 Timing of Surviving Spouse's Benefit. The benefit to which a Surviving Spouse of a Participant shall be entitled pursuant to Section 6.2(a) or (b) shall be paid monthly to such Surviving Spouse, commencing as of the first day of the month following the later of the Participant's death or the date the Participant would have attained age 55. Payments to the Surviving Spouse shall end with the payment made for the month in which the Surviving Spouse dies.

ARTICLE SEVEN

Funding

The Company's obligations hereunder shall constitute a general, unsecured obligation of the Company payable solely out of its general assets, and no Participant or former Participant shall have any right to any specific assets of the Company. To the extent that any Participant or former Participant acquires a right to receive payments under the Plan, such right shall be no greater than the right of an unsecured general creditor of the Company. The Board of Directors of Union Pacific may, but shall not be required to, authorize Union Pacific to establish a trust to hold assets to be used to discharge the Company's obligations hereunder, provided that such trust shall not confer upon Participants or former Participants any rights other than the rights of unsecured general creditors of the Company.

ARTICLE EIGHT

Administration

8.1 Responsibilities and Powers of Administrator. Except for the responsibilities and powers elsewhere herein given specifically to the Board of Directors of Union Pacific, the Administrator shall have all responsibilities for the operation and administration of the Supplemental Plan and shall have all powers and discretionary authority necessary to carry out those responsibilities hereunder. Without limiting the generality of the foregoing, the Administrator shall have full power and discretionary authority to:

(a) keep and maintain such accounts and records with respect to Participants and former Participants as are deemed necessary or proper;

(b) determine all questions of the eligibility for participation and benefits and of the status and rights of Participants, former Participants, and any other person hereunder, make all required factual determinations, interpret and construe the Supplemental Plan in connection therewith and correct defects, resolve ambiguities therein and supply omissions thereto;

(c) adopt from time to time mortality and other tables and interest rates upon which all actuarial calculations shall be based, including the determination of the appropriate factors for the adjustment of pension payments; and

(d) adopt from time to time rules and regulations governing this Supplemental Plan.

The Administrator shall carry out all responsibilities and exercise all powers in accordance with the terms of the Supplemental Plan. The determination of the Administrator as to any questions involving the responsibilities hereunder shall be final, conclusive and binding on all persons.

8.2 Certification and Payment of Benefits. The Administrator shall compute the amount and manner of payment of benefits to which the Participants, former or retired Participants, Surviving Spouses and beneficiaries become entitled. All payments of benefits shall be made directly by the Company upon the instructions of the Administrator.

8.3 Reports to Board of Directors. As the Administrator deems necessary or proper or as the Board of Directors of Union Pacific may require, but in any event at least once during each calendar year, the Administrator shall report to such Board on the operation and administration of the Supplemental Plan and on any other matter concerning the Supplemental Plan deemed advisable or required by such Board.

8.4 Designation and Delegation. The Administrator may designate other persons to carry out such of the responsibilities hereunder for the operating and administration of the Supplemental Plan as the Administrator deems advisable and delegate to the persons so designated such of the powers as the Administrator deems necessary to carry out such responsibilities. Such designation and delegation shall be subject to such terms and conditions as the Administrator deems necessary or proper. Any action or determination made or taken in carrying out responsibilities hereunder by the persons so designated by the Administrator shall have the same force and effect for all purposes as if such action or determinations had been made or taken by the Administrator.

8.5 Outside Services. The Administrator may engage counsel and such clerical, medical, financial, actuarial, accounting and other specialized services as is deemed necessary or desirable for the operation and administration of the Supplemental Plan. The Administrator and persons so designated shall be entitled to rely, and shall be fully protected in any action or determination or omission taken or made or omitted in good faith in so relying, upon any opinions, reports or other advice which is furnished by counsel or other specialist engaged for that purpose.

8.6 Expenses. All expenses, including any fees for outside services under Section 8.5, incurred by the Administrator and by persons designated by the Administrator under Section 8.4 in the operation and administration of the Supplemental Plan shall be paid by the Company. Neither the Administrator nor any other person who is an employee of the Company or an Affiliated Company shall receive any compensation solely for services in carrying out any responsibility hereunder.

8.7 Bonding. No bond or other security shall be required of the Administrator or of any person designated under Section 8.4.

8.8 Liability. The Administrator and persons designated by him under Section 8.4 shall use ordinary care and diligence in the performance of their duties. The Company shall indemnify and defend the Administrator and each other person so designated under Section 8.4 against any and all claims, loss, damages, expense (including reasonable counsel fees), and liability arising from any action or failure to act or other conduct in their official capacity, except when the same is due to the gross negligence or willful misconduct of the Administrator or other persons.

8.9 Finality of Actions. Any action required of Union Pacific, the Company, the Board of Directors of Union Pacific, or the Chief Executive Officer of Union Pacific (the "CEO") under this Supplemental Plan, or made by the Administrator acting on their behalf, shall be made in the Company's, the Board's or the CEO's sole discretion, not in a fiduciary capacity and need not be uniformly applied to similarly situated persons. Any such action shall be final, conclusive and binding on all persons interested in the Supplemental Plan.

ARTICLE NINE

Amendment or Termination

9.1 Amendment or Termination. The Board of Directors of Union Pacific, acting by written resolution, reserves the right to modify, alter, amend or terminate the Supplemental Plan from time to time and to modify, withdraw or terminate the Supplemental Plan, to any extent that it may deem advisable; provided, that no such modification, alteration, amendment or termination shall impair any rights which have accrued to Participants hereunder to the date of such modification, alteration, amendment or termination. Notwithstanding the foregoing, (i) prior to March 1, 2013 the Senior Vice President - Human Resources of Union Pacific; and (ii) on and after March 1, 2013 the Vice President-Human Resources of Union Pacific Railroad Company or such other officer or employee of Union Pacific Railroad Company or Union Pacific with similar authority, may make all technical, administrative, regulatory and compliance amendments to the Supplemental Plan, and any other amendment that will not significantly increase the cost of the Supplemental Plan to the Company, as he or she shall deem necessary or appropriate.

ARTICLE TEN

General Provisions

10.1 Certain Rights Reserved. Nothing herein contained shall confer upon any Employee or other person the right (a) to continue in Employment or service of the Company or affect any right that the Company may have to terminate the Employment or service of (or to demote or to exclude from future participation in the Supplemental Plan) any such Employee or other person at any time for any reason, (b) to participate in the Supplemental Plan, or (c) to receive an annual base salary of any particular amount.

10.2 Alienability of Benefits.

(a) Payments under the Supplemental Plan may not be assigned, transferred, pledged or hypothecated, and to the extent permitted by law, no such payments shall be subject to legal process or attachment for the payment of any claims against any person entitled to receive the same. Compliance with the provisions and conditions of any domestic relations order assigning a portion of a Participant's benefit to an alternate payee (as defined in Section 414(p)(8) of the Code) ("Alternate Payee") relating to an individual's Supplemental Plan benefits, which the Administrator (i) has determined is a lawful order of a domestic relations court and (ii) has approved as consistent with the terms of the Supplemental Plan (a "DRO" or "Approved DRO"), shall not be considered a violation of this provision. An Approved DRO must identify the Alternate Payee and this Supplemental Pension Plan (409A Non-Grandfathered Component) as the plan to which the DRO applies, describe the amount payable to the Alternate Payee (or the formula by which such amount may be determined), and must not provide for any type or form of benefit not provided under the Supplemental Plan (409A Non-Grandfathered Component), require the Supplemental Plan (409A Non-Grandfathered Component) to provide increased benefits (determined on the basis of actuarial value) or require the payment of benefits to an Alternate Payee which are required to be paid to another Alternate Payee in accordance with another previously Approved DRO.

(b) The benefit assigned to an Alternate Payee in accordance with an Approved DRO shall be paid in the form of (i) an actuarially-equivalent (using factors set forth in the Pension Plan) single life annuity payable in equal monthly installments to the Alternate Payee for his or her lifetime, or (ii) subject to Section 10.2(d), a designated dollar amount or percentage of each periodic payment to the Participant from the Supplemental Plan (409A Non-Grandfathered Component) as, when and if payable. No other forms of payment to an Alternate Payee are available.

(c) Payment of the Alternate Payee's benefit shall commence as follows:

(i) if the Alternate Payee's benefit under the Supplemental Plan (409A Non-Grandfathered Component) is payable in the form of a single life annuity for the lifetime of the Alternate Payee, as of the first day of any month specified in the DRO or elected by the Alternate Payee in accordance with terms of the DRO; provided, however, that payment of such benefit shall not commence prior to the later of: (A) the first day of the month next following the date the Participant attains Earliest Retirement Age (as defined in Section 414(p)(4)(B) of the Code); or (B) the first day of the month next following the month in which the Administrator makes the determination, as described in Section 10.2(a) above, that the domestic relations order is an Approved DRO and is able to determine the amount payable to the Alternate Payee. Furthermore payment of such benefit shall commence not later than the later of: (X) the Participant's Normal Retirement Date; or (Y) the first day of the month next following the month in which the Administrator makes the determination, as described in Section 10.2(a) above, that the domestic relations order is an Approved DRO and is able to determine the amount payable to the Alternate Payee.

(ii) if the DRO assigns a benefit to the Alternate Payee of a designated dollar amount or percentage of each periodic payment to the Participant from the Supplemental Plan (409A Non-Grandfathered Component) as, when and if payable, such benefit shall commence on the later of: (A) the date on which payments to the Participant from the Supplemental Plan (409A Non-Grandfathered Component) commence; or (B) the first day of the month coinciding with or next following the date specified in the DRO; provided, however, in no case shall payment of such benefit commence prior to the first day of the month next following the month in which the Administrator makes the determination, as described in Section 10.2(a) above, that the domestic relations order is an Approved DRO and is able to determine the amount payable to the Alternate Payee. Subject to Section 10.2(d), payments under the form described in this Section 10.2(c)(ii) shall cease as of the payment due for the month in which the death of the Participant or Alternate Payee occurs, whichever occurs first, or as of such earlier date specified in the DRO.

(d) No Alternate Payee shall have the right with respect to any benefit payable by reason of a DRO to designate a beneficiary with respect to amounts becoming payable under the Supplemental Plan (409A Non-Grandfathered Component), except in the case of a DRO assigning a benefit to the Alternate Payee of a designated dollar amount or percentage of each periodic payment to the Participant from the Supplemental Plan (409A Non-Grandfathered Component), but only to the extent that such beneficiary could be an Alternate Payee with respect to the Participant's benefit.

10.3 Payment Due an Incompetent. If it shall be found that any person to whom a payment is due hereunder is unable to care for that person's affairs because of physical or mental disability, as determined by a licensed physician, the Administrator shall have the authority to cause the payments becoming due such person to be made to the legally appointed guardian of any such person or to the spouse, brother, sister, or other person as it shall determine. Payments made pursuant to such power shall operate as a complete discharge of the Company's obligations.

10.4 Governing Law. The Supplemental Plan shall be construed and enforced in accordance with the laws of the State of Nebraska (without regard to the legislative or judicial conflict of laws rules of any state), except to the extent superseded by any federal law.

10.5 Successors. This Supplemental Plan shall be binding upon any successor (whether direct or indirect, by purchase, merger, consolidated or otherwise) to all or substantially all of the business and/or assets of the Company in the same manner and to the same extent that the Company would be bound to perform if no such succession had taken place.

10.6 Titles and Headings Not To Control. The titles and Articles of the Supplemental Plan and the headings of Sections and subsections of the Supplemental Plan are placed herein for convenience of reference only and, as such, shall have no force and effect in the interpretation of the Supplemental Plan.

10.7 Severability. If any provisions of the Supplemental Plan shall be held unlawful or otherwise invalid or unenforceable in whole or in part, the unlawfulness, invalidity, or unenforceability shall not affect any provision of the Plan or part thereof, each of which shall remain in full force and effect.

10.8 Determination and Withholding of Taxes. The Administrator shall have full authority to satisfy the responsibility of Union Pacific or any Affiliated Company to withhold taxes with respect to a Participant or former Participant, including FICA taxes, by withholding such taxes from any distributions under the Plan to the Participant or former Participant or his beneficiary or estate. The Administrator shall also have full authority, with or without the consent of the Participant of former Participant, to withhold from the individual's compensation from any and all sources, any FICA or other taxes applicable to benefits accrued under the Supplemental Plan.

10.9 Interpretation. This Supplemental Plan (409A Non-Grandfathered Component) is intended to satisfy the requirements of Section 409A of the Code, shall be interpreted in a manner consistent with such intent, and has been operated in reasonable good faith compliance with the requirements of Section 409A during the period of January 1, 2005 through December 31, 2008.

ARTICLE ELEVEN

Transfers to Non-Covered Employment

11.1 Notwithstanding any other provision of this Supplemental Plan (409A Non-Grandfathered Component) to the contrary, if a Participant is transferred to the employment of an Affiliated Company that has not adopted the Supplemental Plan ("non-covered employment"), upon the approval of the Chief Executive Officer of Union Pacific, any benefits to which such Participant (or his Surviving Spouse or other beneficiary) would be entitled under the Pension Plan, the Supplemental Plan (409A Non-Grandfathered Component), or both, by treating such Participant's non-covered employment as if it were service covered by such Plans and by aggregating such service with the Participant's other service covered by the Plans shall be provided to the Participant under this Section 11.1 to the extent that such benefits exceed the aggregate of (a) the Participant's benefits under the Pension Plan, (b) the Participant's benefits under the Supplemental Plan (409A Non-Grandfathered Component) determined without regard to this Section 11.1, and (c) the Participant's benefits under any pension plan of the Affiliated Company that are based on the Participant's non-covered employment and/or employment otherwise covered by the Pension and Supplemental Plans.

ARTICLE TWELVE

Claims Procedure

12.1 Application for Benefits. Each Participant, former Participant, Surviving Spouse or other beneficiary, or alternate payee under a domestic relations order believing himself or herself eligible for a benefit under this Supplemental Plan shall apply for such benefit by completing and filing with the Administrator an application for benefits on a form supplied by the Administrator.

12.2 Claims. The following provisions are effective on and after January 1, 2002:

(a) Claim for Benefits. A claim for Supplemental Plan benefits may be filed by:

(i) any person (or his duly authorized representative) who has applied for and/or received benefits from the Supplemental Plan pursuant to Section 12.1 and who believes that the amount and/or form of benefits provided (including no benefits) or any change in or termination or reduction of benefits previously provided results in a denial of benefits to which he is entitled for any reason (whether under the terms of the Supplemental Plan or by reason of any provision of law); or

(ii) any Employee or other individual (or his duly authorized representative) who believes himself to be entitled to benefits from the Supplemental Plan.

A claim for benefits must be filed with the Administrator, in writing and in accordance with such other requirements as may be prescribed by the Administrator. Any claim shall be processed as follows:

(A) When a claim for benefits has been filed by the claimant (or his duly authorized representative), such claim for benefits shall be evaluated and the claimant shall be notified by the Administrator of the approval or denial within a reasonable period of time, but not later than 90 days after the receipt of such claim unless special circumstances require an extension of time for processing the claim. If such an extension of time for processing is required, written notice of the extension shall be furnished to the claimant prior to the termination of the initial 90-day period and shall specify the special circumstances requiring an extension and the date by which a final decision will be reached (which date shall not be later than 180 days after the date on which the claim was received).

(B) A claimant shall be given written notice in which the claimant shall be advised as to whether the claim is granted or denied, in whole or in part. If a claim is denied, in whole or in part, the claimant shall be given written notice which shall contain (I) the specific reasons for the denial, (II) references to the specific Supplemental Plan provisions upon which the denial is based, (III) a description of any additional material or information necessary to perfect the claim and an explanation of why such material or information is necessary, (IV) a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim, (V) the claimant's rights to seek review of the denial and time limits and other aspects of the Supplemental Plan's claim review procedures, and (VI) a statement of the claimant's right to bring a civil action under ERISA section 502(a) following an adverse determination upon review.

(b) Review of Claim Denial. If a claim for benefits is denied, in whole or in part, the claimant (or his duly authorized representative) shall have the right to request that the Administrator review the denial, provided that the claimant files in accordance with such requirements as may be prescribed by the Administrator a written request for review with the Administrator within 60 days after the date on which the claimant received written notification of the denial. A claimant (or his duly authorized representative) may review relevant documents, records and other information relevant to the claim (or receive copies free of charge) and may submit to the Administrator with the written request for review documents, records, written comments and other information relevant to the claim for benefits, which shall be considered upon review whether or not such information and other items were available when the claim was originally determined. Requests for review not timely filed shall be barred. A timely request for claim review shall be processed as follows:

(i) Within a reasonable period of time, but not later than 60 days after a request for review is received, the review shall be made and the claimant shall be advised in writing of the decision on review, unless special circumstances require an extension of time for processing the review. If an extension is needed, the claimant shall be given a written notification within such initial 60-day period specifying the reasons for the extension and when such review shall be completed (provided that such review shall be completed within 120 days after the date on which the request for review was filed). However, if the period for deciding the claim has been extended under this paragraph (i) due to a claimant's failure to provide information necessary to decide a claim, the period for making a decision on review shall be tolled from the date the claimant is sent written notice of the extension until the date on which the claimant responds to the request for information (or such earlier date as may be prescribed by the Administrator in accordance with applicable law and regulations).

(ii) The decision on review shall be forwarded to the claimant in writing and shall include (A) specific reasons for the decision, (B) references to the specific Plan provisions upon which the decision is based, (C) a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim, and (D) a statement of the claimant's right to bring an action under ERISA section 502(a). A decision on review shall be final and binding on all persons for all purposes.

(c) Exhaustion of Claims Review Process. A claimant shall have no right to seek review of a denial of benefits, or to bring any action in any court to enforce a claim for benefits prior to his filing a claim for benefits and exhausting his rights to review under this Section 12.3.

SIGNIFICANT SUBSIDIARIES OF UNION PACIFIC CORPORATION

Name of Corporation	State of Incorporation
Union Pacific Railroad Company	Delaware

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in the Post-Effective Amendment No.1 to Registration Statement No. 33-12513, Registration Statement No. 33-53968, Registration Statement No. 33-49785, Registration Statement No. 33-49849, Registration Statement No. 333-10797, Registration Statement No. 333-88709, Registration Statement No. 333-42768, Registration Statement No. 333-106707, Registration Statement No. 333-106708, Registration Statement No. 333-105714, Registration Statement No. 333-105715, Registration Statement No. 333-116003, Registration Statement No. 333-132324, Registration Statement No. 333-155708, Registration Statement No. 333-170209, Registration Statement No. 333-170208, Registration Statement No. 333-188671, Registration Statement No. 333-260789, Registration Statement No. 333-260788, Registration Statement No. 333-256460, Registration Statement No. 333-276121, and Registration Statement No.333-276122 on Form S-8, Registration Statement No. 333-214407, Registration Statement No. 333-236860, Registration Statement No. 333-258422, and Registration Statement No. 333-252948 on Form S-4, and Registration Statement No. 333-201958, Registration Statement No. 333-222979, and Registration Statement No. 333-252947 on Form S-3 of our reports dated February 9, 2024, relating to the consolidated financial statements of Union Pacific Corporation and Subsidiary Companies (the Corporation), and the effectiveness of the Corporation's internal control over financial reporting, appearing in this Annual Report on Form 10-K for the year ended December 31, 2023.

/s/ Deloitte & Touche LLP

Omaha, Nebraska
February 9, 2024

UNION PACIFIC CORPORATION
Powers of Attorney

Each of the undersigned directors of Union Pacific Corporation, a Utah corporation (the Company), do hereby appoint each of V. James Vena and Craig V. Richardson his or her true and lawful attorney-in-fact and agent, to sign on his or her behalf the Company's Annual Report on Form 10-K, for the year ended December 31, 2023, and any and all amendments thereto, and to file the same, with all exhibits thereto, with the Securities and Exchange Commission.

IN WITNESS WHEREOF, the undersigned have executed this Power of Attorney as of February 8, 2024.

/s/ William J. DeLaney
William J. DeLaney

/s/ David B. Dillon
David B. Dillon

/s/ Sheri H. Edison
Sheri H. Edison

/s/ Teresa M. Finley
Teresa M. Finley

/s/ Deborah C. Hopkins
Deborah C. Hopkins

/s/ Jane H. Lute
Jane H. Lute

/s/ Michael R. McCarthy
Michael R. McCarthy

/s/ Doyle R. Simons
Doyle R. Simons

/s/ John K. Tien
John K. Tien

/s/ John P. Wiehoff
John P. Wiehoff

/s/ Christopher J. Williams
Christopher J. Williams

CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER

I, V. James Vena, certify that:

1. I have reviewed this annual report on Form 10-K of Union Pacific Corporation;

2. Based on my knowledge, this report does not contain any untrue statement of material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 9, 2024

/s/ V. James Vena
V. James Vena
Chief Executive Officer

CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER

I, Jennifer L. Hamann, certify that:

1. I have reviewed this annual report on Form 10-K of Union Pacific Corporation;

2. Based on my knowledge, this report does not contain any untrue statement of material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 9, 2024

/s/ Jennifer L. Hamann
Jennifer L. Hamann
Executive Vice President and
Chief Financial Officer

CERTIFICATION OF CHIEF EXECUTIVE OFFICER PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the accompanying Annual Report of Union Pacific Corporation (the Corporation) on Form 10-K for the period ending December 31, 2023, as filed with the Securities and Exchange Commission on the date hereof (the Report), I, V. James Vena, Chief Executive Officer of the Corporation, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Corporation.

By: /s/ V. James Vena
V. James Vena
Chief Executive Officer
Union Pacific Corporation

February 9, 2024

A signed original of this written statement required by Section 906 has been provided to the Corporation and will be retained by the Corporation and furnished to the Securities and Exchange Commission or its staff upon request.

CERTIFICATION OF CHIEF FINANCIAL OFFICER PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the accompanying Annual Report of Union Pacific Corporation (the Corporation) on Form 10-K for the period ending December 31, 2023, as filed with the Securities and Exchange Commission on the date hereof (the Report), I, Jennifer L. Hamann, Executive Vice President and Chief Financial Officer of the Corporation, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Corporation.

By: /s/ Jennifer L. Hamann
Jennifer L. Hamann
Executive Vice President and
Chief Financial Officer
Union Pacific Corporation

February 9, 2024

A signed original of this written statement required by Section 906 has been provided to the Corporation and will be retained by the Corporation and furnished to the Securities and Exchange Commission or its staff upon request.

EXHIBIT 9.3

NORFOLK SOUTHERN CORPORATION
2024 ANNUAL REPORT
(FILED WITH THE SEC ON MAR. 28, 2025)

2024 ANNUAL REPORT

NORFOLK SOUTHERN CORPORATION

2024 ANNUAL REPORT

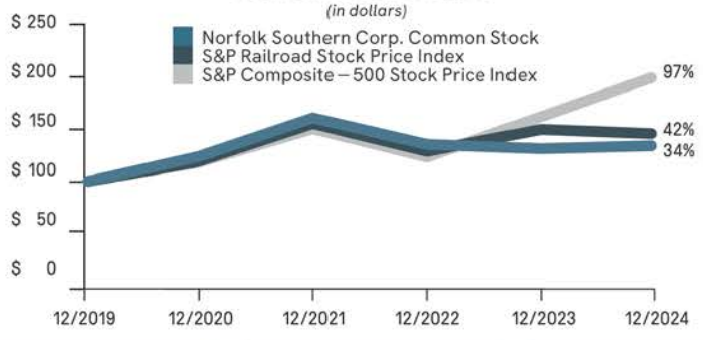
FINANCIAL HIGHLIGHTS

Norfolk Southern Corporation & Subsidiaries

FOR THE YEAR *(dollars in millions, except per-share amounts)*	2024	2023	2022
Railway operating revenues	**$ 12,123**	$ 12,156	$ 12,745
Income from railway operations (as adjusted for both 2024 and 2023)[1]	**$ 4,146**	$ 3,967	$ 4,809
Net income (as adjusted for both 2024 and 2023)[1]	**$ 2,684**	$ 2,673	$ 3,270
Per share – diluted (as adjusted for both 2024 and 2023)[1]	**$ 11.85**	$ 11.74	$ 13.88
Dividends per share	**$ 5.40**	$ 5.40	$ 4.96
Dividend payout ratio (as adjusted for both 2024 and 2023)[1]	**45%**	46%	36%
Net cash provided by operating activities	**$ 4,052**	$ 3,179	$ 4,222
Property additions	**$ 2,381**	$ 2,327	$ 1,948
Acquisition of assets of CSR	**$ 1,643**	$ 22	$ –
Free cash flow[2]	**$ 1,671**	$ 852	$ 2,274
AT YEAR END			
Total assets	**$ 43,682**	$ 41,652	$ 38,885
Total debt	**$ 17,206**	$ 17,179	$ 15,182
Shareholders' equity	**$ 14,306**	$ 12,781	$ 12,733
Shares outstanding (millions)	**226.3**	225.7	228.1
FINANCIAL RATIOS			
Operating Ratio[1]	**65.8%**	67.4%	62.3%
Debt-to-total-capitalization ratio	**54.6%**	57.3%	54.4%

Total Shareholder Returns[3]

(in dollars)



Railway Operating Revenues

(in millions)

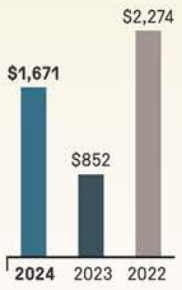
Income from Railway Operations

(as adjusted for 2024 and 2023)[1]

(in millions)

Free Cash Flow[2]

(in millions)



ABOUT NORFOLK SOUTHERN

Since 1827, Norfolk Southern Corporation (NYSE: NSC) and its predecessor companies have safely moved the goods and materials that drive the U.S. economy. Today, it operates a 22-state freight transportation network. Committed to furthering sustainability, Norfolk Southern helps its customers avoid approximately 15 million tons of yearly carbon emissions by shipping via rail. Its dedicated team members deliver approximately 7 million carloads annually, from agriculture to consumer goods. Norfolk Southern also has the most extensive intermodal network in the eastern U.S. It serves a majority of the country's population and manufacturing base, with connections to every major container port on the Atlantic coast as well as major ports across the Gulf Coast and Great Lakes. Learn more by visiting **www.NorfolkSouthern.com**.

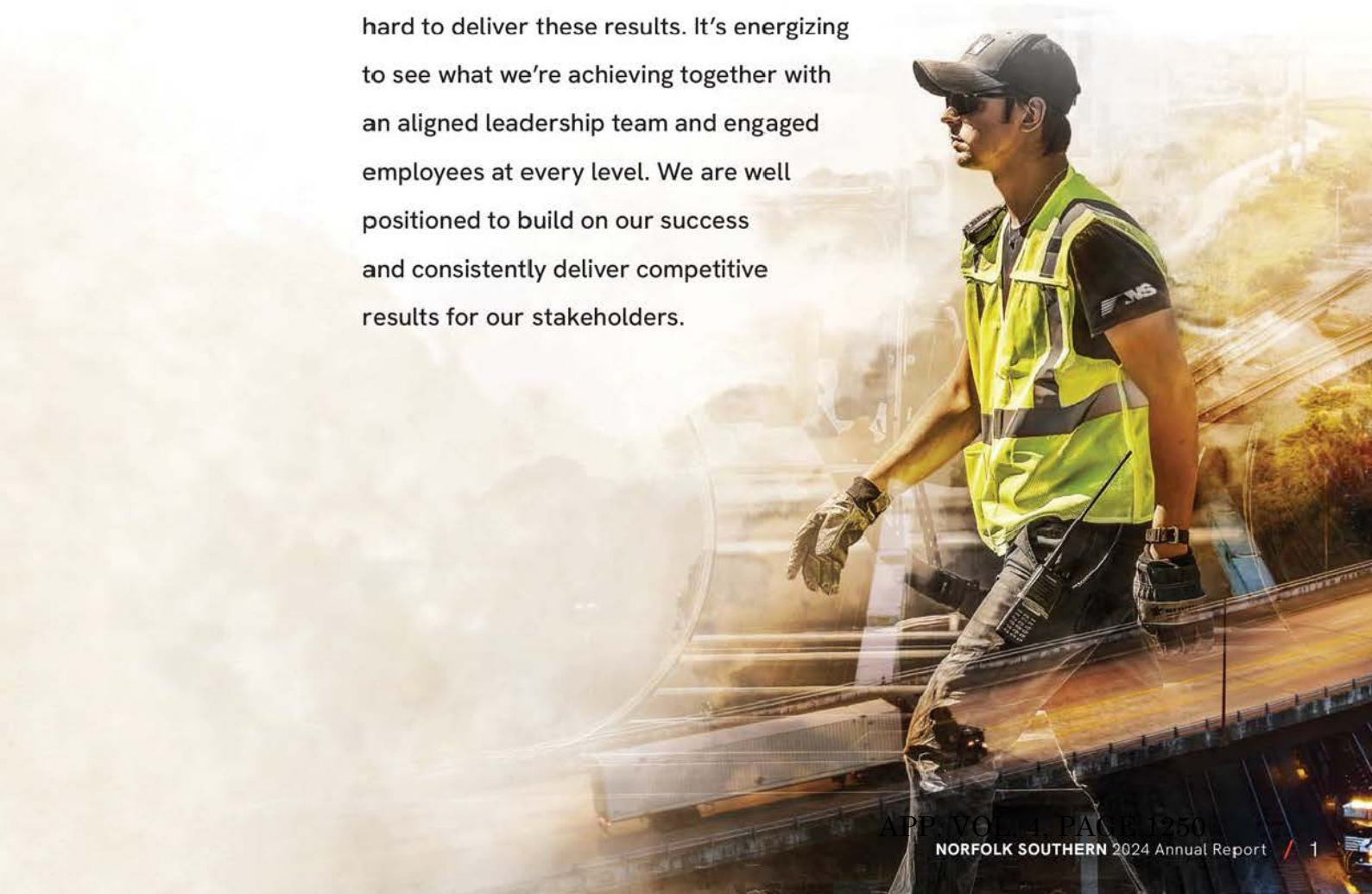
1 Our 2024 financial results include gains on railway line sales ($433M benefit to railway operating expense), restructuring and other charges ($183M expense to railway operating expense and a $20M benefit to other income-net), the Eastern Ohio incident ($325M expense to railway operating expense), shareholder advisory costs ($59M expense to other income-net), and a deferred tax adjustment ($27M benefit to deferred income taxes). Our 2023 financial results includes $1.1 billion of expenses related to the Eastern Ohio incident. For purposes of period-over-period comparability, 2024 and 2023 results for income from railway operations, net income, net income per share – diluted, dividend payout ratio, and operating ratio have been adjusted to exclude these charges, and are considered non-GAAP financial measures. The 2024 and 2023 dividend payout ratios are dividends paid ($1,221M and $1,225M, respectively) as a percentage of net income ($2,684M and $2,673M, respectively), as compared to a 47% (2024) and 67% (2023) dividend payout ratios using net income under GAAP ($2,622M and $1,827M, respectively). For more information, see the "Non-GAAP Reconciliation for 2024 and 2023" on pages K26 and K27 of our Annual Report on Form 10-K.

2 Free cash flow is considered a non-GAAP financial measure and is a measure of cash available for other investing and financing activities, including payment of dividends, repurchases of common stock, and repayments of debt. Management believes that this non-GAAP financial measure provides useful supplemental information to investors regarding our ability to generate cash flows after taking into consideration cash necessary to cover operations and maintain and grow our capital base. Net cash provided by operating activities is a GAAP measure. Free cash flow ($1,671M) is net cash provided by operating activities ($4,052M) reduced by payments for property additions ($2,381M), excluding our acquisition of assets of CSR.

3 This graph compares the cumulative shareholder returns on Norfolk Southern Corporation common stock with the other identified indices. It assumes an investment of $100 in NSC common stock and each index on Dec. 31, 2019, and that all dividends were reinvested over the five-year period, ending Dec. 31, 2024. Data furnished by Bloomberg Financial Markets.

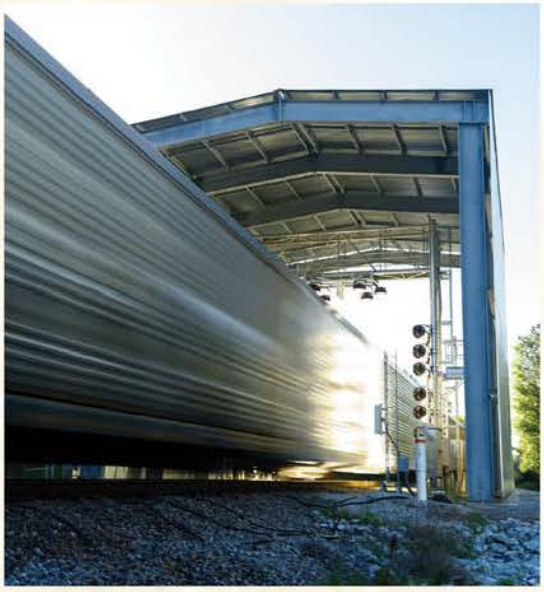
FELLOW SHAREHOLDER,

2024 was a year of transformation and progress for Norfolk Southern. Our network is fluid, our terminals are operating efficiently, and service levels are at all-time highs. Our customers are noticing and rewarding us with more business. We have momentum on all fronts — safety, operations, customer trust, and finances — and every Norfolk Southern employee worked hard to deliver these results. It's energizing to see what we're achieving together with an aligned leadership team and engaged employees at every level. We are well positioned to build on our success and consistently deliver competitive results for our stakeholders.



GOVERNANCE AND LEADERSHIP TRANSFORMATION

Since the start of 2024, we have welcomed seven new Board members, and elected a new Board Chair and new Chairs of the Human Capital Management and Compensation and Governance and Nominating committees. Each brings extensive knowledge from a variety of backgrounds, including transportation, regulatory affairs, governance, as well as executive leadership. These changes have enhanced our Board's ability to hold management accountable while providing strategic oversight that drives improved operational and financial performance. Additionally, our new senior management team — including a new CEO, CFO, COO, CHRO, CLO, and CIDO — has brought a disciplined focus to operational improvements, productivity, and process enhancements.



SAFETY AND OPERATIONAL EXCELLENCE

Safety is a core value. In 2024, we reduced our FRA-reportable mainline train accident rate by more than 40% to an industry-leading level. We also launched an ongoing series of safety leadership training events, equipping leaders across the company with skills and expertise to strengthen our safety culture. We continued to invest in technology to augment the work of our railroaders, including doubling the number of autonomous track inspection locomotives, installing five new digital train inspection portals, and adding more than 130 new hot bearing detector systems across our network. We also trained more than 5,600 first responders in 2024 through our Operation Awareness & Response program.

Operational excellence with a strong safety foundation isn't just a goal; it's our commitment to our stakeholders and a launch point for growth. We continue to implement principles of Total Quality Management, including a focus on relentless root cause analysis to optimize

network performance, enhance service reliability, and deliver measurable improvements. And we did deliver. We accelerated our entire network, improving our network train speed by 10% year-over-year, with merchandise train speed improving 11% and unit train speed improving 17% in our last quarter. We also improved intermodal train efficiency by 3.1% in our last quarter, even as our team handled 7% more parcel volume per day. The Norfolk Southern team delivered a perfect peak season with zero controllable failures.

We also drove meaningful cost efficiencies — delivering a $292 million year-over-year improvement in productivity and cost take-out. Our commitment to operational excellence translated into a 160-basis-point adjusted operating ratio improvement, exceeding our 100- to 150-basis-point guidance despite slightly lower revenues. Our metrics show a strong productivity story, driven by disciplined execution and continuous improvement.

This year also tested our resilience, and we proved our ability to navigate challenges. When the Port of Baltimore temporarily shut down, we worked swiftly with customers to reroute traffic to Norfolk, ensuring supply chain continuity. In the wake of Hurricane Helene, our team cleared more than 15,000 fallen trees and restored key routes within 72 hours. Our team also showed resolve and nimbleness in the face of potential work stoppages at East Coast ports, proactively implementing contingency plans and communicating with customers well in advance to continue serving their business. These moments reinforced our ability to safely manage through difficulties and minimize customer impact.

INDUSTRIAL DEVELOPMENT AND GROWTH

Industrial development remains a strong driver of growth along our network. In 2024, we advanced more than 140 projects representing $4.3 billion in customer investment. Our project pipeline remains robust, with activity in steel and metals production, renewable fuels, energy, and food processing and production that will drive future freight volume growth.

We look forward to advancing our culture and high-performing organization with confidence that we can propel our business to new heights and deliver top-tier results in the years ahead.

Norfolk Southern is on the move and, together, we are building a stronger, more reliable railroad to power our nation's economy.

Sincerely,

BOARD OF DIRECTORS

All directors are subject to re-election each year. Information as of February 1, 2025.

RICHARD H. ANDERSON

Independent Director Since: 2024

Committees:
- Executive
- Finance and Risk Management
- Human Capital Management and Compensation (Chair)

Career Highlights:
Mr. Anderson's significant executive leadership experience in the transportation industry spans over two decades, including his roles as President and Chief Executive Officer of Amtrak, Chief Executive Officer of Delta Air Lines (NYSE: DAL), and Chief Executive Officer of Northwest Airlines. This extensive experience allows him to provide both meaningful oversight of senior management as well as practical advice to the Board on railway and transportation sector issues such as operations, safety, strategic planning, labor relations, logistics, and governmental and stakeholder relations. He has also navigated companies through transformative and key strategic changes, including formative mergers and acquisitions, post-bankruptcy recovery, and a major recession. Mr. Anderson currently serves as a Director of Cargill Inc.

Key Skills and Expertise:
CEO/Executive Leadership, Strategic Planning, Operational Oversight, Transportation and Logistics, Human Resources and Compensation, Governmental and Stakeholder Relations, Governance/Board, Information Technology, Marketing and Customer Experience, Finance and Accounting, Environmental and Sustainability, Risk Management, and Safety.

WILLIAM CLYBURN, JR.

Independent Director Since: 2024

Committees:
- Governance and Nominating
- Safety

Career Highlights:
Commissioner William Clyburn has more than 30 years of experience in the transportation field and the railroad industry. Mr. Clyburn served as a Commissioner and Vice Chairman on the Surface Transportation Board (STB), an independent federal agency charged primarily with the economic regulation of the railroad industry, from 1998 to 2001. His decision-making and regulatory work directly impacted the operations of national and international rail lines and continue to impact the railroad industry today. He has worked in all three branches of the government. He served as Commerce Counsel to former U.S. Senator Chuck Robb from Virginia, overseeing all transportation matters for the Senator, from 1995 to 1998. He also served as the transportation counsel to the U.S. Senate Commerce Subcommittee on Surface Transportation, which had jurisdiction over the statutory framework that created the STB, from 1993 to 1995. Mr. Clyburn is the founder and Chief Executive Officer of Clyburn Consulting, LLC, a public policy consulting firm that advises clients in the transportation, telecommunications, and public health and safety industries.

Key Skills and Expertise:
Operational Oversight, Safety, Governmental and Stakeholder Relations, CEO/Executive Leadership, Governance/Board, Environmental and Sustainability, Strategic Planning, and Transportation and Logistics.

PHILIP S. DAVIDSON

Independent Director Since: 2023

Committees:
- Finance and Risk Management
- Safety

Career Highlights:
Admiral Philip Davidson retired from the U.S. Navy in 2021, following a distinguished military career that spanned nearly 39 years of service and culminated in his appointment in 2018 as a four-star Admiral and 25th Commander of the United States Indo-Pacific Command (INDOPACOM). INDOPACOM is the United States' oldest and largest military combatant command, encompassing more than 100 million square miles or about 52% of the Earth's surface. Prior to his tenure as Commander of INDOPACOM, he led a comprehensive review of the Surface Navy's safety protocols that resulted in the implementation of new training and assessment processes. He founded Davidson Strategies, LLC, a management, technical, and strategic advisory firm. Mr. Davidson currently serves as Director of Par Pacific Holdings, Inc. (NYSE: PARR) and AeroVironment, Inc. (NASDAQ: AVAV).

Key Skills and Expertise:
Safety, Operational Oversight, Governmental and Stakeholder Relations, Strategic Planning, Risk Management, CEO/Executive Leadership, Governance/Board, and Information Technology.

FRANCESCA A. DEBIASE

Independent Director Since: 2023

Committees:
- Audit
- Executive
- Governance and Nominating (Chair)

Career Highlights:
Ms. DeBiase is a seasoned supply chain, sustainability, and finance executive with more than 30 years of global supply chain expertise across restaurant, food, toys, packaging, logistics, construction, real estate, and marketing services. From 2020 to 2022, Ms. DeBiase served as Executive Vice President and Global Chief Supply Chain Officer of McDonald's Corporation (NYSE: MCD). From 2018 to 2020, she served as Chief Sustainability Officer, where she was a champion for sustainability across the McDonald's system, working with leaders to embed social and environmental goals into long-term plans to drive meaningful, industry-wide change. Ms. DeBiase led the revitalization of McDonald's sustainability vision under the platform of Scale for Good. Prior to that role, she held various accounting, finance, and supply chain positions at McDonald's. She began her career at Ernst & Young as an auditor in the retail and consumer products practice. Ms. DeBiase currently serves as a Director of Sysco Corp. (NYSE: SYY).

Key Skills and Expertise:
Operational Oversight, CEO/Executive Leadership, Marketing and Customer Experience, Transportation and Logistics, Environmental and Sustainability, Strategic Planning, Finance and Accounting, Governance/Board, and Risk Management.

MARCELA E. DONADIO

Independent Director Since: 2016

Committees:
- Audit (Chair)
- Executive
- Governance and Nominating

Career Highlights:
Ms. Donadio, a certified public accountant with nearly 38 years of audit and public accounting experience, is a retired partner of Ernst & Young LLP, a multinational professional services firm. From 2007 until her retirement in 2014, Ms. Donadio was Americas Oil & Gas Sector Leader, with responsibility for one of Ernst & Young's significant industry groups helping set firm strategies for oil and gas industry clients in the United States and throughout the Americas. Ms. Donadio currently serves as Director of NOV Inc. (NYSE: NOV) and Freeport-McMoRan, Inc. (NYSE: FCX), and previously served as Lead Independent Director of Marathon Oil Corporation.

Key Skills & Expertise:
CEO/Executive Leadership, Finance and Accounting, Governmental and Stakeholder Relations, Governance/Board, Human Resources and Compensation, Risk Management, and Strategic Planning.

SAMEH FAHMY

Independent Director Since: 2024

Committees:
- Audit
- Safety

Career Highlights:
Mr. Fahmy brings more than three decades of experience in the railroad industry, most recently serving as Executive Vice President of Precision Scheduled Railroading at Kansas City Southern (KCS) from 2019 to 2021. At KCS, Mr. Fahmy led the implementation of the company's precision scheduled railroading methodology. From 2017 to 2019, Mr. Fahmy was a consultant at CSX Corporation, where he worked to optimize the company's mechanical and engineering departments. Mr. Fahmy previously spent three years at GE Transportation in strategy, product architecture and pricing. Before that, he spent 23 years at Canadian National Railway Company in various leadership roles, including Senior Vice President of Engineering, Mechanical and Supply Management. Mr. Fahmy previously served as a Director of Rumo S.A., a Brazilian company mainly focused on railway line logistics, from 2017 to 2020.

Key Skills and Expertise:
CEO/Executive Leadership, Finance and Accounting, Governance/Board, Information Technology, Operational Oversight, Risk Management, Safety, Strategic Planning, and Transportation and Logistics.

MARK R. GEORGE

Director Since: 2024

Committees:
- Executive

Career Highlights:
Mr. George is President & Chief Executive Officer at Norfolk Southern Corporation. Prior to his current role, Mr. George served as Executive Vice President & Chief Financial Officer and first joined the company in 2019. In that role, Mr. George was responsible for overseeing the company's Finance, Investor Relations, Sourcing, and Corporate Strategy teams. Prior to joining Norfolk Southern, he held successive roles of responsibility across multiple commercial and business segments of United Technologies Corporation (NYSE: UTX) and its subsidiaries, including six years in Asia as the regional Chief Financial Officer for the Otis Elevator Company (NYSE: OTIS). He held roles of increasing responsibility and ultimately served as the Global Chief Financial Officer for both the Otis Elevator Company and the Carrier Corporation (NYSE: CARR) from 2008 to 2019. Mr. George currently serves as a Director of Trane Technologies plc (NYSE: TT).

Key Skills and Expertise:
CEO/Executive Leadership, Finance and Accounting, Governance/Board, Governmental and Stakeholder Relations, Marketing and Customer Experience, Operational Oversight, Risk Management, Strategic Planning, and Transportation and Logistics.

MARY KATHRYN "HEIDI" HEITKAMP

Independent Director Since: 2024

Committees:
- Governance and Nominating
- Safety

Career Highlights:
Senator Heitkamp brings an extensive and distinguished public service career to Norfolk Southern, including serving as the first female Senator elected from North Dakota. During her six years in the U.S. Senate, Senator Heitkamp was known for proactively reaching across the aisle to deliver results, including introducing the Railroad Emergency Services Preparedness, Operational Needs, and Safety Evaluation (RESPONSE) Act that ensures first responders have the training and resources needed to handle train derailments involving hazardous materials. Prior to that, Senator Heitkamp served as North Dakota's Attorney General, and previously as its Tax Commissioner. Senator Heitkamp also previously served as an attorney with the U.S. Environmental Protection Agency.

Key Skills and Expertise:
Safety, Governmental and Stakeholder Relations, Finance and Accounting, Environmental and Sustainability, CEO/Executive Leadership, Governance/Board, Risk Management, and Strategic Planning.

JOHN C. HUFFARD, JR.

Independent Director Since: 2020

Committees:
- Finance and Risk Management
- Human Capital Management and Compensation

Career Highlights:
Mr. Huffard is a Co-Founder and Director of Tenable Holdings, Inc. (NASDAQ: TENB), a cybersecurity software company. Mr. Huffard was a co-founder and served as President and Chief Operating Officer and a Director of Tenable Network Security, Inc., the predecessor to Tenable Holdings, Inc. from 2002 to 2018, where he was responsible for driving Tenable's global corporate strategy and business operations and was instrumental in the venture funding and IPO process. From 2018 to 2019, Mr. Huffard focused exclusively on business operations as Chief Operating Officer of Tenable Holdings, Inc.

Key Skills and Expertise:
Information Technology, Risk Management, Finance and Accounting, Operational Oversight, Human Resources and Compensation, Strategic Planning, Governmental and Stakeholder Relations, Marketing and Customer Experience, CEO/Executive Leadership, and Governance/Board.

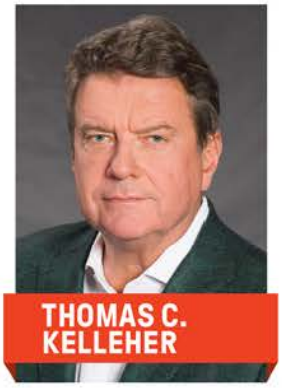
CHRISTOPHER T. JONES

Independent Director Since: 2020

Committees:
- Audit
- Executive
- Safety (Chair)

Career Highlights:
Dr. Jones served as Corporate Vice President and President of the Technology Services sector of Northrop Grumman Corporation (NYSE: NOC), a global aerospace and defense technology company, from 2013 through 2019. Previously, he served as Vice President and General Manager of Northrop Grumman's Integrated Logistics and Modernization division from 2010 through 2012. Dr. Jones also served 26 years in the U.S. Air Force, including as an engineer, systems analyst, communications officer, and maintenance officer, retiring as the Chief of Maintenance for the Connecticut Air National Guard.

Key Skills and Expertise:
Information Technology, Operational Oversight, Safety, Governmental and Stakeholder Relations, Strategic Planning, Risk Management, Environmental and Sustainability, CEO/Executive Leadership, Finance and Accounting, and Governance/Board.



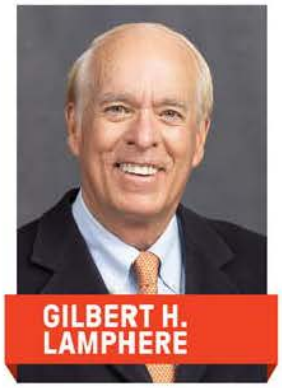
THOMAS C. KELLEHER

Independent Director Since: 2019

Committees:
- Executive
- Finance and Risk Management (Chair)
- Human Capital Management and Compensation

Career Highlights:
Mr. Kelleher has been Chairman of the Board of UBS Group AG (NYSE: UBS) since April 2022. Previously, he served as President of Morgan Stanley (NYSE: MS), a leading global financial services firm, from 2016 until his retirement in June 2019. He also served as Chairman and Chief Executive Officer of Morgan Stanley Bank, N.A. until June 2019. Previously, he was President of Morgan Stanley Institutional Securities from 2010 to 2016, Chief Executive Officer of Morgan Stanley International from 2011 to 2016, Chief Financial Officer and Co-Head of Corporate Strategy from 2007 to early 2010, and served as Morgan Stanley's Head of Global Capital Markets from 2006 to 2007.

Key Skills and Expertise:
Finance and Accounting, Strategic Planning, Risk Management, Governance/Board, Human Resources and Compensation, Governmental and Stakeholder Relations, CEO/Executive Leadership, and Operational Oversight.



GILBERT H. LAMPHERE

Independent Director Since: 2024

Committees:
- Finance and Risk Management
- Human Capital Management and Compensation

Career Highlights:
Mr. Lamphere is the Chairman of MidRail Corp. and the Co-Founder of MidSouth Rail Corporation. From 1990 to 1998, he served as the Chairman of the Illinois Central Railroad. Prior to his career in railroading, Mr. Lamphere led four successive, operationally focused private equity firms. He was the Vice President of Mergers & Acquisitions at Morgan Stanley from 1976 to 1981. Mr. Lamphere previously served as a Director of CSX Corporation (NASDAQ: CSX), Canadian National Railway Company (NYSE: CNI), and Florida East Coast Industries.

Key Skills and Expertise:
CEO/Executive Leadership, Finance and Accounting, Governance/Board, Human Resources and Compensation, Operational Oversight, Risk Management, Strategic Planning, and Transportation and Logistics.

CLAUDE MONGEAU

Independent Director Since: 2019

Committees:
- Executive (Chair)

Career Highlights:
Mr. Mongeau served as President and Chief Executive Officer of Canadian National Railway Company (CN) (NYSE: CNI), a North American railroad and transportation company, from January 2010 to June 2016 and as a Director of CN from October 2009 to June 2016. During his 22-year career at CN, he also served as Executive Vice President and Chief Financial Officer, Vice President Strategic and Financial Planning, and Vice President Corporate Development. Mr. Mongeau currently serves as a Director of Cenovus Energy (NYSE: CVE) and Toronto-Dominion Bank (NYSE: TD).

Key Skills and Expertise:
Transportation and Logistics, CEO/Executive Leadership, Governmental and Stakeholder Relations, Strategic Planning, Risk Management, Safety, Environmental and Sustainability, Finance and Accounting, Operational Oversight, Governance/Board, Human Resources and Compensation, and Marketing and Customer Experience.

LORI J. RYERKERK

Independent Director Since: 2025

Committees:
- Governance and Nominating
- Human Capital Management and Compensation

Career Highlights:
Ms. Ryerkerk is the former Chairman, Chief Executive Officer, and President of Celanese Corp. (NYSE: CE), a Fortune 500 global chemical and specialty materials company. Her expertise in the energy industry spans more than 30 years, including serving as Executive Vice President of global manufacturing at Shell Downstream Inc., and serving in senior leadership roles at Hess Corp. (NYSE: HES) and ExxonMobil (NYSE: XOM). Ms. Ryerkerk currently serves as a Director of Eaton Corp. (NYSE: ETN).

Key Skills and Expertise:
CEO/Executive Leadership, Finance and Accounting, Governance/Board, Governmental and Stakeholder Relations, Human Resources and Compensation, Environmental and Sustainability, Marketing and Customer Experience, Operational Oversight, Risk Management, Strategic Planning, and Transportation and Logistics.

OFFICERS

As of March 28, 2025.

MARK R. GEORGE
President & Chief Executive Officer

ANIL BHATT
Executive Vice President & Chief Information & Digital Officer

CLAUDE E. ELKINS
Executive Vice President & Chief Commercial Officer

JOHN ORR
Executive Vice President & Chief Operating Officer

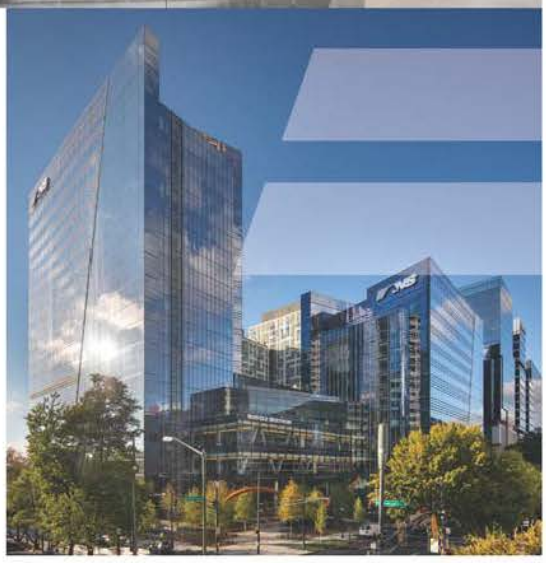
JASON A. ZAMPI
Executive Vice President & Chief Financial Officer

ANN A. ADAMS, Ph.D.
Chief Human Resources Officer

TIMOTHY J. LIVINGSTON
Senior Vice President Transportation

MICHAEL R. McCLELLAN
Senior Vice President & Chief Strategy Officer

JASON M. MORRIS
Senior Vice President & Chief Legal Officer



EQUAL EMPLOYMENT OPPORTUNITY POLICY

Norfolk Southern Corporation's policy is to comply with all applicable laws, regulations, and executive orders concerning equal opportunity and nondiscrimination. The company's policy is to offer employment, training, remuneration, advancement, and all other privileges of employment on the basis of qualification and performance regardless of race, religion, color, national origin, gender, age, status as a covered veteran, sexual orientation, gender identity, the presence of a disability, genetic information, or any other legally protected status.

BRIAN BARR
Vice President Mechanical & Chief Mechanical Officer

MICHAEL T. BARR
Vice President Treasurer, Investor Relations & Integrated Resource Planning

EDWARD F. BOYLE, JR.
Vice President Engineering

PERRIN C. BRYANT, II
Vice President Human Resources

JOSEPH H. CARPENTER, IV
Vice President Law

JACOB R. ELIUM
Vice President Financial Planning & Analysis

JOHN R. FLEPS
Vice President Safety

JACQUELINE M. GRAY
Vice President Internal Audit

ANGELA D. KOLAR
Vice President & Chief Compliance Officer

STEFAN R. LOEB
Vice President Business Development & First and Final Mile Markets

CLAIBORNE L. MOORE
Vice President & Controller

RODNEY D. MOORE
Vice President Transportation

FELISMINA HENRIQUES DE OLIVEIRA
Vice President Enterprise Resources

KATHLEEN C. SMITH
Vice President Industrial Products

DEWAYNE A. SWINDALL
Vice President Intermodal & Automotive Operations

ELIZABETH TALTON-BUCK
Vice President & Chief Communication Officer

YANNIK THOMAS
Vice President Network Planning & Optimization

SHAWN I. TUREMAN
Vice President Intermodal & Automotive Marketing

FRANK VOYACK
Vice President Government Relations

ROBERT W. WONG
Vice President Labor Relations

J. JEREMY BALLARD
General Counsel Corporate & Corporate Secretary

UNITED STATES SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549
FORM 10-K

☒ ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
for the fiscal year ended **December 31, 2024**

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
for the transition period from _____ to_____

Commission File Number 1-8339

NORFOLK SOUTHERN CORPORATION
(Exact name of registrant as specified in its charter)

Virginia	**52-1188014**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)
650 West Peachtree Street NW	
Atlanta, Georgia	**30308-1925**
(Address of principal executive offices)	(Zip Code)

(855) 667-3655
(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Norfolk Southern Corporation Common Stock (Par Value $1.00)	**NSC**	**New York Stock Exchange**

Securities registered pursuant to Section 12(g) of the Act: NONE

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☒ No ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.
Large accelerated filer ☒ Accelerated filer ☐ Non-accelerated filer ☐ Smaller reporting company ☐ Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. ☒

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements. ☐

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b). ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes ☐ No ☒

The aggregate market value of the voting common equity held by non-affiliates at June 30, 2024 was $48,522,427,121 (based on the closing price as quoted on the New York Stock Exchange on June 30, 2024).

The number of shares outstanding of each of the registrant's classes of common stock, at January 31, 2025: 226,434,128 (excluding 20,320,777 shares held by the registrant's consolidated subsidiaries).

DOCUMENTS INCORPORATED BY REFERENCE: Portions of the Registrant's definitive proxy statement to be filed electronically pursuant to Regulation 14A not later than 120 days after the end of the fiscal year, are incorporated herein by reference in Part III.

TABLE OF CONTENTS

NORFOLK SOUTHERN CORPORATION AND SUBSIDIARIES

PART I

NORFOLK SOUTHERN CORPORATION AND SUBSIDIARIES

Item 1. Business and Item 2. Properties

GENERAL – Norfolk Southern Corporation (Norfolk Southern) is an Atlanta, Georgia-based company that owns a major freight railroad, Norfolk Southern Railway Company (NSR). We were incorporated on July 23, 1980, under the laws of the Commonwealth of Virginia. Our common stock (Common Stock) is listed on the New York Stock Exchange (NYSE) under the symbol "NSC."

Unless indicated otherwise, Norfolk Southern Corporation and its subsidiaries, including NSR, are referred to collectively as NS, we, us, and our.

We are primarily engaged in the rail transportation of raw materials, intermediate products, and finished goods primarily in the Southeast, East, and Midwest and, via interchange with rail carriers, to and from the rest of the United States (U.S.). We also transport overseas freight through several Atlantic and Gulf Coast ports. We offer the most extensive intermodal network in the eastern half of the U.S.

We make available free of charge through our website, www.norfolksouthern.com, our annual report on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, and all amendments to those reports as soon as reasonably practicable after such material is electronically filed with or furnished to the U.S. Securities and Exchange Commission (SEC). In addition, the following documents are available on our website and in print to any shareholder who requests them:

- Norfolk Southern Corporation Bylaws
- Charters of the Committees of the Board of Directors
- Corporate Governance Guidelines
- Categorical Independence Standards
- The Thoroughbred Code of Ethics
- Code of Ethical Conduct for Senior Financial Officers

RAILROAD OPERATIONS – At December 31, 2024, we operated approximately 19,200 route miles in 22 states and the District of Columbia.

Our system reaches many manufacturing plants, electric generating facilities, mines, distribution centers, transload facilities, and other businesses located in our service area.

Corridors with heaviest freight volume:

- New York City area to Chicago (via Allentown and Pittsburgh)
- Chicago to Macon (via Cincinnati, Chattanooga, and Atlanta)
- Central Ohio to Norfolk (via Columbus and Roanoke)
- Cleveland to Kansas City
- Birmingham to Meridian
- Memphis to Chattanooga

The miles operated, which include an exclusive operating agreement for trackage rights over property owned by North Carolina Railroad Company, were as follows:

	Mileage Operated at December 31, 2024				
	Route Miles	Second and Other Main Track	Passing Track, Crossovers, and Turnouts	Way and Yard Switching	Total
Owned	14,629	2,826	1,983	8,241	27,679
Operated under lease, contract, or trackage rights	4,525	1,735	373	720	7,353
Total	19,154	4,561	2,356	8,961	35,032

In March 2024, we completed the acquisition of a 337 mile railway line that extends from Cincinnati, Ohio to Chattanooga, Tennessee from the Cincinnati Southern Railway (CSR), which we previously operated under a lease. See further discussion in Item 7 "Management's Discussion and Analysis of Financial Condition and Results of Operations" and Item 8 "Notes to Consolidated Financial Statements."

We operate freight service over lines with significant ongoing Amtrak and commuter passenger operations and conduct freight operations over trackage owned or leased by Amtrak, New Jersey Transit, Southeastern Pennsylvania Transportation Authority, Metro-North Commuter Railroad Company, Virginia Passenger Rail Authority (VPRA), and Michigan Department of Transportation.

The following table sets forth certain statistics relating to our operations for the past five years:

	Years ended December 31,				
	2024	2023	2022	2021	2020
Revenue ton miles (billions)	178	176	179	178	164
Revenue per thousand revenue ton miles	$ 68.09	$ 69.05	$ 71.35	$ 62.56	$ 59.67
Revenue ton miles (thousands) per railroad employee	8,846	8,719	9,513	9,694	8,191
Ratio of railway operating expenses to railway operating revenues (railway operating ratio)	66.4%	76.5%	62.3%	60.1%	69.3%

RAILWAY OPERATING REVENUES – Total railway operating revenues were $12.1 billion in 2024. Following is an overview of our three commodity groups. See the discussion of merchandise revenues by major commodity group, intermodal revenues, and coal revenues and tonnage in Item 7 "Management's Discussion and Analysis of Financial Condition and Results of Operations."

MERCHANDISE – Our merchandise commodity group is composed of four groupings:

- Agriculture, forest and consumer products includes soybeans, wheat, corn, fertilizer, livestock and poultry feed, food products, food oils, flour, sweeteners, ethanol, lumber and wood products, pulp board and paper products, wood fibers, wood pulp, beverages, and canned goods.
- Chemicals includes sulfur and related chemicals, petroleum products (including crude oil), chlorine and bleaching compounds, plastics, rubber, industrial chemicals, chemical wastes, sand, and natural gas liquids.
- Metals and construction includes steel, aluminum products, machinery, scrap metals, cement, aggregates, minerals, clay, transportation equipment, and items for the U.S. military.
- Automotive includes finished motor vehicles and automotive parts.

In 2024, we handled 2.3 million merchandise carloads, which accounted for 62% of our total railway operating revenues.

INTERMODAL – Our intermodal commodity group consists of shipments moving in domestic and international containers and trailers. These shipments are handled on behalf of intermodal marketing companies, international steamship lines, premium customers, and asset-owning companies. In 2024, we handled 4.1 million intermodal units, which accounted for 25% of our total railway operating revenues.

COAL – Coal revenues accounted for 13% of our total railway operating revenues in 2024. We handled 76.7 million tons, or 0.7 million carloads, most of which originated on our lines from major eastern coal basins with the balance from major western coal basins received via the Memphis and Chicago gateways. Our coal franchise supports the electric generation market, directly serving 18 coal-fired power plants, as well as the export, domestic metallurgical, and industrial markets, primarily through direct rail and river, lake, and coastal facilities, including various terminals on the Ohio River, at Lamberts Point in Norfolk, Virginia, at the Port of Baltimore, and on Lake Erie.

FREIGHT RATES – Our predominant pricing mechanisms, private contracts and exempt price quotes, are not subject to regulation. In general, market forces are the primary determinant of rail service prices.

RAILWAY PROPERTY

Our railroad infrastructure makes us capital intensive with net properties of approximately $36 billion on a historical cost basis.

Property Additions – Property additions for the past five years were as follows:

	2024	2023	2022	2021	2020
	($ in millions)				
Road and other property	$ 1,711	$ 1,525	$ 1,345	$ 1,041	$ 1,046
Acquisition of assets of CSR	1,643	22	—	—	—
Equipment	670	802	603	429	448
Total	$ 4,024	$ 2,349	$ 1,948	$ 1,470	$ 1,494

Our capital spending and replacement programs are and have been designed to support our ability to provide safe, efficient, and reliable rail transportation services.

Equipment – Our equipment includes owned and leased locomotives and railcars; maintenance of way equipment and machinery; other equipment and tools used in our shops, offices, and facilities; and vehicles and other equipment used for maintenance, transportation, and other activities. Our equipment includes both owned equipment acquired by us and equipment held under lease arrangements. At December 31, 2024, we owned or leased the following revenue generating equipment:

	Owned	Leased	Total	Capacity of Equipment
Locomotives:				(Horsepower)
Multiple purpose	3,101	—	3,101	12,073,500
Auxiliary units	140	—	140	—
Switching	4	—	4	4,400
Total locomotives	3,245	—	3,245	12,077,900
Freight cars:				(Tons)
Gondola	17,007	3,739	20,746	2,346,243
Hopper	6,875	—	6,875	787,764
Covered hopper	5,107	310	5,417	602,841
Box	1,743	513	2,256	211,489
Flat	1,038	670	1,708	122,369
Other	121	—	121	—
Total freight cars	31,891	5,232	37,123	4,070,706
Intermodal equipment:				
Chassis	39,037	—	39,037	
Containers	17,443	—	17,443	
Total intermodal equipment	56,480	—	56,480	

The following table indicates the number and year built for locomotives and freight cars owned at December 31, 2024:

	2024	2023	2022	2021	2020	2015-2019	2010-2014	2009 & Before	Total
Locomotives:									
No. of units	—	—	—	1	10	178	325	2,731	3,245
% of fleet	—%	—%	—%	—%	—%	6%	10%	84%	100%
Freight cars:									
No. of units	254	1,059	236	—	—	3,505	6,745	20,092	31,891
% of fleet	1%	3%	1%	—%	—%	11%	21%	63%	100%

The following table shows the average age of our owned locomotive and freight car fleets at December 31, 2024 and information regarding 2024 retirements:

	Locomotives	Freight Cars
Average age – in service	29.6 years	24.2 years
Retirements	61 units	3,937 units
Average age – retired	23.9 years	42.4 years

Track Maintenance – Of the 35,000 total miles of track on which we operate, we are responsible for maintaining 28,300 miles, with the remainder being operated under trackage rights from other parties responsible for maintenance.

Over 85% of the main line trackage (including first, second, third, and branch main tracks, all excluding rail operated pursuant to trackage rights) has rail ranging from 131 to 155 pounds per yard with the standard installation currently at 136 pounds per yard. Approximately 40% of our lines, excluding rail operated pursuant to trackage rights, carried 20 million or more gross tons per track mile during 2024.

The following table summarizes several measurements regarding our track roadway additions and replacements during the past five years:

	2024	2023	2022	2021	2020
Track miles of rail installed	559	584	541	458	418
Miles of track surfaced	3,957	4,013	4,155	4,225	4,785
Crossties installed (millions)	2.1	2.1	2.2	2.0	1.8

Traffic Control – Of the 16,200 route miles we dispatch, 11,300 miles are equipped with signalization. This includes 8,500 miles governed by Centralized Traffic Control (CTC) and 2,800 miles utilizing Automatic Block Signals. Within the 8,500 CTC miles, 7,600 miles are controlled wirelessly through our data radio network and other infrastructure.

ENVIRONMENTAL MATTERS – Compliance with laws and regulations relating to the protection of the environment is one of our principal goals. With the exception of our response to the Eastern Ohio Incident (the "Incident" as defined in Note 18) such compliance has not had a material effect on our financial position, results of operations, or liquidity. For further information on the Incident and environmental matters, see Note 18 in Item 8 "Notes to Consolidated Financial Statements."

HUMAN CAPITAL MANAGEMENT

Workforce – We employed an average of 20,200 employees during 2024 and 19,600 employees at the end of 2024. Approximately 80% of our railroad employees are covered by collective bargaining agreements with various labor unions and referred to as "craft" employees. See the discussion of "Labor Agreements" in Item 7 "Management's Discussion and Analysis of Financial Condition and Results of Operations." The remainder of our workforce is composed of management employees.

Safety – Safety is a core value at Norfolk Southern. We are dedicated to providing employees with a safe workplace and the knowledge and tools they need to work safely and return home safely every day. Our commitment to an injury-free workplace is outlined in our Risk Reduction Program, which focuses on safety policies and procedures, risk-based hazard management program, safety outreach and communications, technology analysis and implementation, and collaboration with craft employees. Our safety programs, practices, and messaging further reinforce the importance of working safely including the imperative to speak up with ideas and concerns as well as reinforce the universal authority to stop work if ever unsure or detect a risk that is not adequately safeguarded. We measure employee safety performance through internal metrics such as accidents, injuries, and serious injuries per 200,000 employee-hours. We also use metrics established by the Federal Railroad

Administration (FRA) to measure FRA-reportable accidents per million train miles and injuries per 200,000 employee-hours. Given that safety continues to be a top priority, and the importance of safety among our workforce and to our business, our Board of Directors (Board) has a standing Safety Committee that, among other duties, reviews, monitors, and evaluates our compliance with our safety programs and practices.

Craft Workforce Levels and Productivity – Maintaining appropriate headcount levels for our craft-employee workforce is critical to our on-time and consistent delivery of customers' goods and operational efficiency goals. We manage this human capital metric through forecasting tools designed to ensure the optimal level of staffing to meet business demands. We measure and monitor employee productivity based on various factors, including gross ton miles per train and engine employee.

Attracting and Retaining Management Employees – Our talent strategy for management employees is essential to attracting strong candidates in a competitive talent environment. We evaluate the effectiveness of that strategy by studying market trends, benchmarking the attractiveness of our employee value proposition, maintaining a competitive compensation package, and analyzing retention data.

We also focus on driving employee engagement, which is key to increasing employee productivity, retention, and safety. We take a data-centric approach, including the use of periodic surveys among employees, to identify new initiatives that will help boost engagement and drive business results.

Employee Development and Training – We provide a range of developmental programs, opportunities, skills, and resources for our employees to be successful in their careers. We provide classroom instruction, hands-on training and simulation-based training designed to improve on-the-job effectiveness and safety outcomes.

We also use modern learning and performance technologies to offer robust professional growth opportunities. Through on-demand digital course offerings, custom-built learning paths, and in-person facilitated content, our programs provide a holistic and inclusive approach to professional development throughout an employee's career.

Workplace Experience – As a leading transportation service company, we recognize that success in the global marketplace relies on the recruitment and retention of top-tier talent, as well as leveraging the expertise and experiences of individuals from all backgrounds.

In pursuit of this goal, we are dedicated to establishing a workplace where a broad spectrum of identities, perspectives, and experiences is not only represented but also valued and empowered to thrive.

GOVERNMENT REGULATION – In addition to environmental, safety, securities, and other regulations generally applicable to all business, our railroads are subject to regulation by the U.S. Surface Transportation Board (STB). The STB has jurisdiction to varying extents over rates, routes, customer access provisions, fuel surcharges, conditions of service, and the extension or abandonment of rail lines. The STB has jurisdiction to determine whether we are "revenue adequate" on an annual basis based on the results of the prior year. A railroad is "revenue adequate" on an annual basis under the applicable law when its return on net investment exceeds the rail industry's composite cost of capital. This determination is made pursuant to a statutory requirement. The STB also has jurisdiction over the consolidation, merger, or acquisition of control of and by rail common carriers.

The relaxation of economic regulation of railroads, following the Staggers Rail Act of 1980, included exemption from STB regulation of the rates and most service terms for intermodal business (trailer-on-flat-car, container-on-flat-car), rail boxcar shipments, lumber, manufactured steel, automobiles, and certain bulk commodities such as sand, gravel, pulpwood, and wood chips for paper manufacturing. Further, all shipments that we have under contract are effectively removed from commercial regulation for the duration of the contract. Approximately 90% of our revenues comes from either exempt shipments or shipments moving under transportation contracts; the remainder comes from shipments moving under public tariff rates.

Efforts have been made over the past several years to increase federal economic regulation of the rail industry, and such efforts may continue in 2025. The Staggers Rail Act of 1980 substantially balanced the interests of shippers and rail carriers, and encouraged and enabled rail carriers to innovate, invest in their infrastructure, and compete for business, thereby contributing to the economic health of the nation and to the revitalization of the industry. Accordingly, we will continue to oppose efforts to reimpose increased economic regulation.

Railroads are also subject to the enactment of laws by Congress and regulation by the U.S. Department of Transportation (DOT) (including the FRA) and the U.S. Department of Homeland Security (DHS) (including the Transportation Security Administration (TSA)), which regulate most aspects of our operations related to safety, security, and cybersecurity.

Government regulations are further discussed within Item 1A "Risk Factors," and the safety and security of our railroads are discussed within the "Security of Operations" section contained herein.

COMPETITION – There is continuing strong competition among rail, water, and highway carriers. Price is usually only one factor of importance as shippers and receivers choose a transport mode and specific hauling company. Inventory carrying costs, service reliability, ease of handling, and the desire to avoid loss and damage during transit are also important considerations, especially for higher-valued finished goods, machinery, and consumer products. Even for raw materials, semi-finished goods, and work-in-progress, users are increasingly sensitive to transport arrangements that minimize problems at successive production stages.

Our primary rail competitor is CSX Corporation (CSX); both we and CSX operate throughout much of the same territory. Other railroads also operate in parts of the territory. We also compete with motor carriers, water carriers, and with shippers who have the additional options of handling their own goods in private carriage, sourcing products from different geographic areas, and using substitute products.

Certain marketing strategies to expand reach and shipping options among railroads and between railroads and motor carriers enable railroads to compete more effectively in specific markets.

SECURITY OF OPERATIONS – We continue to enhance the security of our rail system. Our comprehensive security plan is modeled on and was developed in conjunction with the security plan prepared by the Association of American Railroads (AAR) post September 11, 2001. The AAR Security Plan defines four Alert Levels and details the actions and countermeasures that are being applied across the railroad industry as the risk of terrorist, extremist, or seriously disruptive cyber-attack increases or decreases. The Alert Level actions include countermeasures that will be applied in three general areas: (1) operations (including transportation, engineering, and mechanical); (2) information technology and communications; and, (3) railroad police. All of our Operations Division employees are advised by their supervisors or train dispatchers, as appropriate, of any change in Alert Level and any additional responsibilities they may incur due to such change.

Our security plan also complies with DOT security regulations pertaining to training and security plans with respect to the transportation of hazardous materials. As part of the plan, security awareness training is given to all railroad employees who directly affect hazardous material transportation safety and is integrated into hazardous material training programs. Additionally, location-specific security plans are in place for rail corridors in certain metropolitan areas referred to as High Threat Urban Areas (HTUA). Particular attention is aimed at reducing risk in a HTUA by: (1) the establishment of secure storage areas for rail cars carrying toxic-by-inhalation (TIH) materials; (2) the expedited movement of trains transporting rail cars carrying TIH materials; (3) reducing the number of unattended loaded tank cars carrying TIH materials; and (4) cooperation with federal, state, local, and tribal governments to identify those locations where security risks are the highest.

We also operate four facilities that are under U.S. Coast Guard (USCG) Maritime Security Regulations. With respect to these facilities, each facility's security plan has been approved by the applicable Captain of the Port and remains subject to inspection by the USCG.

Additionally, we continue to engage in close and regular coordination with numerous federal and state agencies, including the DHS, the TSA, the Federal Bureau of Investigation, the FRA, the USCG, U.S. Customs and Border Protection, the Department of Defense, and various state Homeland Security offices.

In 2024, through the Norfolk Southern Operation Awareness and Response Program as well as participation in the Transportation Community Awareness and Emergency Response Program, we provided rail accident response training to more than 5,500 emergency responders, such as local police and fire personnel, utilizing a combination of online training and face-to-face training sessions as well as the Norfolk Southern Safety Train. We also have ongoing programs to sponsor local emergency responders at the Security and Emergency Response Training Center.

We also continually evaluate ourselves for appropriate business continuity and disaster recovery planning, with test scenarios that include cybersecurity attacks. Our risk-based information security program helps ensure our defenses and resources are aligned to address the most likely and most damaging potential attacks, to provide support for our organizational mission and operational objectives, and to keep us in the best position to detect, mitigate, and recover from a wide variety of potential attacks in a timely fashion.

Item 1A. Risk Factors

The risks set forth in the following risk factors could have a material adverse effect on our financial position, results of operations, or liquidity in a particular year or quarter, and could cause those results to differ materially from those expressed or implied in our forward-looking statements. The information set forth in this Item 1A "Risk Factors" should be read in conjunction with the rest of the information included in this annual report, including Item 7 "Management's Discussion and Analysis of Financial Condition and Results of Operations" and Item 8 "Financial Statements and Supplementary Data." We have experienced a number of the risks described below in connection with the Incident and the Incident Proceedings (defined below). The risks described below should be read in conjunction with the information regarding the Incident and Incident Proceedings provided in Note 18 in Item 8 "Notes to Consolidated Financial Statements."

INCIDENT RISKS

As defined and as further described in Note 18 in Item 8 "Notes to Consolidated Financial Statements," there was an Incident that occurred in the first quarter of 2023 that consisted of a February 3, 2023 train derailment in East Palestine, Ohio that included 11 non-Company-owned tank cars containing hazardous materials, fires associated with the derailment that threatened certain of the tank cars, and a controlled vent and burn procedure conducted on February 6, 2023 on five of the derailed tank cars, all of which contained vinyl chloride. As a result of the Incident, we became subject to numerous legal, regulatory, legislative, and other proceedings related thereto, including but not limited to, the National Transportation Safety Board (NTSB) Investigation, the FRA Incident Investigation, the FRA Safety Assessment, the U.S. Department of Justice (DOJ) Complaint, the Ohio Complaint, the Incident Lawsuits, the Shareholder Matters, and the Incident Inquiries and Investigations (each as defined in Note 18 in Item 8 "Notes to Consolidated Financial Statements") in addition to other proceedings, actions, or potential changes in response to the Incident, including but not limited to those related to, among other items, train size, train length, train composition, crew size, or detection systems (collectively, the "Incident Proceedings"). Set forth below are additional risks pertaining to an investment in the Company that are related to the Incident and the Incident Proceedings.

The costs, liabilities, fines, penalties, and/or financial impact resulting from or related to the Incident or the Incident Proceedings have been significant to date, may exceed expected or accrued amounts, and have and can be expected to continue to negatively affect our financial results. We have incurred and will continue to remain subject to incurring significant costs, liabilities, fines, and penalties related to the Incident and the Incident Proceedings, including amounts that may have a material adverse effect on our financial position, results of operations, or liquidity.

While we have accrued estimates of probable and reasonably estimable liabilities with respect to the Incident and the Incident Proceedings, we cannot predict the final outcome or estimate the reasonably possible range of loss with certainty, and such estimates may change over time due to a variety of factors, including but not limited to those set forth in Note 18 in Item 8 "Notes to Consolidated Financial Statements" or other unfavorable or unexpected developments or outcomes which could result in our current estimates being insufficient. These estimated amounts also do not include any estimate of loss for specific items for which we believe a loss is either not probable or not reasonably estimable for the reasons set forth in Note 18 in Item 8 "Notes to Consolidated Financial Statements." As a result, our currently accrued amounts of estimated liabilities may be insufficient, and any additional, new or updated accruals could have a material adverse effect on our results of operations or financial position.

New or additional governmental regulation and/or operational changes resulting from or related to the Incident or the Incident Proceedings may negatively impact us, our customers, the rail industry, or the markets we serve. The legislative, regulatory, operational, or other actions taken, protocols adopted (including by us), or changes resulting from the Incident or any of the Incident Proceedings may, either individually or in the aggregate, have a material adverse effect on us, our customers, the rail industry, or the markets we serve. We also face risks from requirements that may be imposed by the government in resolution of government actions, including, for example, restrictions on our methods of operations. Our inability to comply with the requirements of any new or additional laws, regulations, or operating protocols resulting from or related to the Incident or the Incident Proceedings may have a material adverse effect on our financial position, results of operations, liquidity, or operations.

REGULATORY AND LEGISLATIVE RISKS

Governmental legislation, regulation, and Executive Orders over commercial, operational, tax, safety, security, or cybersecurity matters could negatively affect us, our customers, the rail industry, or the markets we serve. Congress can enact laws, agencies can promulgate regulations, and Executive Orders can be issued that increase or alter regulation in a way that negatively affects us, our customers, the rail industry, or the markets we serve. Railroads presently are subject to commercial and operational regulation by the STB, which has jurisdiction to varying extents over rates, routes, customer access provisions, fuel surcharges, conditions of service, and the extension or abandonment of rail lines.

The STB also has jurisdiction over the consolidation, merger, or acquisition of control of and by rail common carriers. Additional or updated regulation of the rail industry by Congress or the STB, whether under new, existing or amended laws or regulations, could have a significant negative impact on our ability to negotiate prices for rail services, on our railway operating revenues, and on the efficiency, conduct, or complexity of our operations. Such additional or updated industry regulation, as well as enactment of any new or updated tax laws, could also negatively impact cash flows from our operating activities and, therefore, result in reduced capital spending on our rail network or abandonment of lines.

Railroads are also subject to the enactment of laws by Congress and regulation by the DOT (including the FRA) and the DHS (including the TSA), which regulate many aspects of our operations related to safety, security, and cybersecurity. Additional or updated safety, security, or cybersecurity regulation by Congress, the DOT, or DHS could have a negative impact on our business and the efficiency, conduct, or complexity of our operations including (but not limited to) increased operating costs, capital expenditures, claims, and litigation.

Our inability to comply with, or operational practices and costs necessary to adhere to, the requirements of existing or updated laws, regulations, or Executive Orders that govern our operations or the rail industry, including but not limited to those pertaining to commercial, operational, tax, safety, security, or cybersecurity matters, as such requirements may be interpreted or enforced from time to time (such as in connection with a pending regulatory or other legal proceedings or lawsuits), could have a material adverse effect on our financial position, results of operations, or liquidity.

We are addressing multiple governmental actions as a result of the Incident, as noted in "Incident Risks" above.

Federal and state environmental laws and regulations could negatively impact us and our operations. Our operations are subject to extensive federal, state and local environmental laws and regulations concerning, among other things: emissions to the air; discharges to waterways or groundwater supplies; handling, storage, transportation, use, and disposal of waste and other materials; and, the cleanup of hazardous material or petroleum releases. The risk of incurring environmental liability, for acts and omissions, past, present, and future, is inherent in the railroad business. This risk includes property owned by us, whether currently or in the past, that is or has been subject to a variety of uses, including our railroad operations and other industrial activity by past owners or our past and present tenants.

Environmental problems that are latent or undisclosed may exist on these properties, and we could incur environmental liabilities or costs, the amount and materiality of which cannot be estimated reliably at this time, with respect to one or more of these properties. Moreover, lawsuits and claims involving other unidentified environmental sites and matters are likely to arise from time to time.

Our inability to comply with the extensive federal, state and local environmental laws and regulations to which we are subject could result in significant liabilities, fines, or sanctions, including those related to the investigation or remediation of known and unknown environmental contamination, or otherwise adversely impact our operations.

As noted in "Incident Risks" above, in connection with the Incident, we are experiencing negative impacts related to environmental matters, including extensive cleanup costs and litigation related to alleged environmental impacts of the Incident.

U.S. international trade relationships may adversely impact our customers, our industry, and our business. We transport a significant number of shipments that have either been imported into the U.S. or are destined for export from the U.S. Trade discussions and arrangements between the U.S. and various of its trading partners are fluid, and existing and future trade agreements are, and are expected to continue to be, subject to a number of uncertainties, including the imposition of new tariffs or adjustments and changes to the products covered by existing tariffs. Any decision by the U.S. government to adopt actions such as border taxes on imports, an increase in customs duties or tariffs, or the renegotiation of U.S. trade agreements, or any other action that could have a negative impact on international trade, including corresponding actions taken by other countries in response to U.S. governmental actions, could cause a reduction in the volume of shipments by many of our customers. Any changes in tax and trade policies in the U.S. and corresponding actions by other countries could adversely impact our financial performance.

In addition, compliance with any new laws, regulations, or policies with regard to any of the foregoing may increase our operating costs or require significant capital expenditures. Any failure to comply with applicable laws, regulations or policies in the U.S. or other countries could result in substantial fines or possible revocation of our authority to conduct our operations, which could materially adversely affect us.

OPERATIONAL RISKS

A significant adverse event on our network may significantly impede our ability to operate and serve our customers. The nature of our operations inherently comes with the risk that one or more significant adverse events or outages may occur on or impact our network resulting in our inability or restricted ability to provide rail transportation services to our customers. These events include but are not limited to, a mainline accident, a hazardous material discharge, a climate-related network outage, or a technology-related network outage. Any one or more of these incidents could expose us to significant operational and managerial challenges, as well as reputational damage, requiring a significant amount of time and focus of our Board and management team, as well as significant lost revenues, expenses, liabilities, fines, and penalties, including amounts that may have a material adverse effect on our financial position, results of operations, or liquidity. One or more of these events may also result in subsequent legislative, regulatory, operational or other responsive actions taken, changes or protocols adopted (including by us), or requirements imposed that may, either individually or in the aggregate, have a material adverse effect on our financial position, results of operations, liquidity, or operations, or on our customers, the rail industry, or the markets we serve.

If we are unable to successfully execute on our strategic initiatives, our business and future results of operations may suffer. Our growth strategy includes increasing the volume of shipments moving through our railway networks. We are reliant on the success of our strategic plans and initiatives to execute on this growth strategy, as well as to help offset increasing costs. These strategic plans include marketing, service, growth, and productivity initiatives. The timely and effective execution of our strategies are dependent upon, among other factors, (i) our ability to maintain satisfactory relations with our customers, employees, and other key stakeholders, (ii) our ability to effectively control costs, (iii) the progress and success of our safety programs and inspection technologies, and (iv) our ability to timely and effectively maintain and upgrade technology systems and other infrastructure for our railway networks. Our failure to successfully execute on our strategic initiatives may expose us to a number of risks, including, that our projected volume growth may differ from actual results, and prior capital investments based on our projections may contribute to excess capacity that could negatively impact our profitability.

As a common carrier by rail, we must offer to transport hazardous materials, which exposes us to significant costs and claims. Transportation of certain hazardous materials or third party-owned equipment (typically used to transport such materials) creates risks of significant losses in terms of personal injury and property (including environmental) damage and compromises critical parts of our rail network. The costs of a catastrophic rail accident involving hazardous materials or third party-owned equipment could exceed our insurance coverage. We have obtained insurance for potential losses for third-party liability and first-party property damages (see Note 18 in Item 8 "Notes to Consolidated Financial Statements"); however, insurance is available from a limited number of insurers and may not continue to be available or, if available, may not be obtainable on terms acceptable to us. Any future legislation preventing the transportation of hazardous materials through specific cities could have negative impacts including increased network congestion and operating costs, reduced operating efficiency, and increased risk of an accident involving hazardous materials.

With regard to the risks arising from the transportation of hazardous materials, the Incident and the Incident Proceedings have given rise to significant costs to us and impacts on our rail network, as noted in "Incident Risks" above. With respect to third party-owned equipment, the primary risk arises from the potential for a latent defect we are unable to identify despite robust safety inspection protocols.

We face competition from other transportation providers. We are subject to competition from motor carriers, railroads and, to a lesser extent, ships, barges, and pipelines, on the basis of transit time, pricing, and quality and reliability of service. While we have primarily used internal resources to build or acquire and maintain our rail system, trucks and barges have been able to use public rights-of-way maintained by public entities. Any future improvements, expenditures, legislation, or regulation changing or materially increasing the efficiency or reducing the cost of one or more alternative modes of transportation in the regions in which we operate (such as granting materially greater latitude for motor carriers with respect to size or weight limitations or adoption and utilization of

autonomous commercial vehicles) could have a material adverse effect on our ability to compete with other modes of transportation. In addition, our industry continues to evolve, including customer demands for faster transit times and increased visibility, and the potential for increased competition (due to growth in the market, competitors with improved financial capacity or technology, or business combinations resulting in one or more competitors providing a wider variety of services and products at competitive prices) which may, either individually or in the aggregate, have a material adverse effect on our business or results of operations.

Capacity constraints could negatively impact our service and operating efficiency. We have experienced and may again experience capacity constraints on our rail network related to employee or equipment shortages, increased demand for rail services, severe weather, congestion on other railroads, including passenger activities, or impacts from changes to our network structure or composition. Such constraints could result in operational inefficiencies or adversely affect our operations.

Significant increases in demand for rail services could result in the unavailability of qualified personnel and resources like locomotives. Changes in workforce demographics, training requirements, and availability of qualified personnel, particularly for engineers and conductors, have negatively impacted and may again negatively impact our ability to meet short-term demand for rail service. Unpredicted increases in demand for rail services may exacerbate such risks and could negatively impact our operational efficiency.

Constraints on the supply chain or the operations of carriers with which we interchange may adversely affect our operations. Our ability to provide rail service to our customers depends in large part upon a functioning global supply chain and our ability to maintain collaborative relationships with connecting carriers (including shortlines and regional railroads) with respect to, among other matters, freight rates, revenue division, car supply and locomotive availability, data exchange and communications, reciprocal switching, interchange, and trackage rights. Deterioration in the supply chain or service provided by connecting carriers, or in our relationship with those connecting carriers, could result in our inability to meet our customers' demands or require us to use alternate train routes, which could result in significant additional costs and network inefficiencies. Additionally, any significant consolidations, mergers, or operational changes among other railroads may alter our market access and reach.

We may be negatively affected by terrorism or war. Any terrorist attack, or other similar event, any government response thereto, and war or risk of war could cause significant business interruption or other operational challenges. Because we play a critical role in the nation's transportation system, we could become the target of such an attack or have a significant role in the government's preemptive approach or response to an attack or war.

Although we currently maintain insurance coverage for third-party liability arising out of war and acts of terrorism, we maintain only limited insurance coverage for first-party property damage and damage to property in our care, custody, or control caused by certain acts of terrorism. In addition, premiums for some or all of our current insurance programs covering these losses could increase dramatically, or insurance coverage for certain losses could be unavailable to us in the future.

We may be negatively affected by supply constraints resulting from disruptions in our fuel markets or supplier markets. We consumed approximately 373 million gallons of diesel fuel in 2024. Fuel availability could be affected by limitation in the fuel supply or by imposition of mandatory allocation or rationing regulations. A severe fuel supply shortage arising from production curtailments, increased demand in existing or emerging foreign markets, disruption of oil imports, disruption of domestic refinery production, damage to refinery or pipeline infrastructure, political unrest, war, or other factors could impact us as well as our customers and other transportation companies.

Due to the capital-intensive nature, as well as the industry-specific requirements of the rail industry, high barriers of entry exist for potential new suppliers of core railroad items, such as locomotives and rolling stock equipment. As a result, we are dependent on certain key suppliers and manufacturers of locomotive and railroad items. Disruption to one or more of our key suppliers or manufacturers, including as a result of stopped or restricted production, labor stoppage or restriction, or significant supply shortage or outage could negatively impact our operating efficiency

and increase costs. Additionally, we compete with other industries for available capacity and raw materials used in the production of locomotives and certain track and rolling stock materials. Changes in the competitive landscapes of these limited supplier markets could also result in significantly increased prices or material shortages.

We may be negatively affected by energy prices. Fuel and energy costs have a significant impact on our operations. Volatility in energy prices could have a significant effect on a variety of items including, but not limited to: the economy; demand for transportation services; business related to the energy sector, including crude oil, natural gas, and coal; fuel prices; and, fuel surcharges, each of which could have a material impact on our business and results of operations. In addition, we may also experience a disruption in energy supplies as a result of new or increased regulation, as a result of war or geopolitical conflicts, weather-related events or natural disasters, or other factors beyond our control, which could have a material adverse effect on our business.

Pandemics, epidemics, or endemic diseases could further negatively impact us, our customers, our supply chain, and our operations. The magnitude and duration of a pandemic, epidemic, or endemic disease, and its impact on our customers and general economic conditions can influence the demand for our services and affect our revenues. In addition, such outbreaks could affect our operations and business continuity if a significant number of our essential employees, overall or in a key location, are unable to work from contraction of or exposure to the disease or if governmental orders prevent our employees or critical suppliers from working. To the extent such diseases adversely affect our business and financial results, they may also have the effect of heightening many of the other risks described in the risk factors included herein or may affect our operating and financial results in a manner that is not presently known to us.

Our business is capital intensive, and we must make capital decisions based upon expectations of future usage of our assets. We make significant investments in our railroad infrastructure, including railroad property, track infrastructure, locomotives, freight cars, intermodal equipment, technology, and other assets to support our network, much of which is costly and requires significant capital outlay. The amount and timing of capital investments depend on various factors, including expectations of future carload traffic. In many cases, we must make advance commitments to purchase or modify equipment prior to such equipment being needed. As a result, we must predict volume levels and other requirements and make commitments based on those projections. A significant variance in our expectations or projections could result in too much or too little equipment relative to our actual needs and volumes, thereby negatively impacting our operations or financial results.

TECHNOLOGY RISKS

A significant cybersecurity incident or other disruption to our technology infrastructure resulting from internal and external threats could disrupt our business operations. To conduct business, we extensively rely on information and operational technology systems. The threat landscape is vast, with potential attacks from cybercriminals, nation-states, state-sponsored actors and others including, but not limited to, service denials, unauthorized access, compromised equipment or rolling stock, extortion, or theft of data or money. As a result, our business continuity and disaster recovery plans and activities may not be sufficient for all eventualities, resulting in the potential for a data breach or significant service or operational disruption or failure involving one or more information or operational technology systems operated by us or under control of third parties, including computer hardware, software, cloud services and transportation and communications equipment. Such failures or disruptions can adversely impact our business by, among other things, preventing intercompany communications and disrupting operations that may result in direct or indirect monetary losses, damage to equipment or property, or loss of confidence in corporate competency. Any one or more of these events could have a material adverse effect on our results of operations, financial position, or operations. Although we maintain security programs designed to protect our information and operational technology systems, we are continually targeted by threat actors attempting to access our networks and we may be unable to detect or prevent a breach of our systems or disruption to our service in the future. In addition, while we have previously experienced technology outages and cybersecurity events that have impacted our systems and service, future events may result in more significant impacts to our operations, reputation or financial results. These potentially impactful future events could include service disruptions, unauthorized access to our systems, viruses, ransomware, and/or the compromise, acquisition, or destruction of our

data. We also could be impacted by cybersecurity events targeting third parties that we rely on for business operations, including third party vendors that have access to our systems or data and third parties who provide services and are in our supply chain. Such a direct or indirect cybersecurity incident could interrupt our service, cause safety failures or operational difficulties, decrease revenues, increase operating costs, impact our efficiency, damage our corporate reputation, and/or expose us to litigation or government action or increased regulation, which could result in penalties, fines or judgments. In addition, our failure to comply with or adhere to privacy-related or data protection laws and regulations could result in government investigations and proceedings against us, or litigation, resulting in adverse reputational impacts, penalties, and legal liability.

Our business may be seriously harmed if we fail to develop, implement, maintain, upgrade, enhance, protect and integrate our information or operational technology systems. If we fail to develop, acquire or implement new technology, or otherwise fail to maintain, protect or integrate our information or operational technology systems, we may suffer a competitive disadvantage within the rail industry and with companies providing alternative modes of transportation service. The techniques used by cybersecurity threat actors to obtain unauthorized access, disable or degrade service or sabotage systems change frequently, as data breaches and other cybersecurity events have become increasingly commonplace. Consequently, these techniques may be difficult to detect and cybersecurity events are therefore increasingly difficult to prevent. The rapid evolution and increased adoption of emerging technologies, such as artificial intelligence and machine learning, may make it more difficult to anticipate cybersecurity threats and implement adequate protective countermeasures. If we fail to adequately develop or maintain our information or operational technology systems or cybersecurity infrastructure, we may become increasingly vulnerable to cybersecurity events, or other breaches or disruptions to our information or operational technology systems.

LITIGATION RISKS

We may be subject to various claims and lawsuits that could result in significant expenditures. The nature of our business exposes us to the potential for various claims and litigation related to labor and employment, personal injury, commercial disputes, freight loss and other property damage, and other matters. Job-related personal injury and occupational claims are subject to the Federal Employer's Liability Act (FELA), which is applicable only to railroads. FELA's fault-based tort system produces results that are unpredictable and inconsistent as compared with a no-fault worker's compensation system. The variability inherent in this system could result in actual costs being different from the liability recorded.

A catastrophic rail accident, whether on our lines or another carrier's, involving any or all of release of hazardous materials, freight loss, property damage, personal injury, and environmental liability could compromise critical parts of our rail network. Losses associated with such an accident involving us could exceed our insurance coverage, resulting in a material adverse effect on our financial position or liquidity. Any material changes to current litigation trends could also have a material adverse effect on our financial position or liquidity to the extent not covered by insurance.

We have obtained insurance for potential losses for third-party liability and first-party property damages; however, insurance is available from a limited number of insurers and may not continue to be available or, if available, may not be obtainable on terms acceptable to us.

We are incurring significant expenditures as a result of claims and lawsuits arising from the Incident and the related Incident Proceedings, as described in "Incident Risks" above.

HUMAN CAPITAL RISKS

Failure to attract, retain, and transition key executive officers, or skilled professional or technical employees could adversely impact our business and operations. Our success depends on our ability to attract and retain skilled employees, including key executive officers to oversee our operational, productivity, marketing, and technological initiatives, as well as a sufficient number of skilled professional and craft employees to enable us to

efficiently conduct our operations. Difficulties in recruiting and retaining skilled employees, including train and engine workers, key executives, and other skilled professional and technical employees; the loss of such individuals; and/or our inability to successfully transition key executive, professional, technical, or skilled roles could each have a material adverse effect on our financial position, results of operations, and operations. The loss of one or more key employees could also result in the depletion of our institutional knowledge base and may result in our inability or increased difficulty in successfully transitioning key roles, which could materially adversely impact our business.

The vast majority of our employees belong to labor unions, and the renegotiation of labor agreements or any provisions thereof, or any strikes or work stoppages (including any entered into in connection with any such negotiations), could adversely affect our operations. Approximately 80% of our railroad employees are covered by collective bargaining agreements with various labor unions. In the third and fourth quarters of 2024, the Company reached tentative collective bargaining agreements with ten of these labor unions, a majority of which were subsequently ratified by union membership and became effective January 1, 2025. Future national labor agreements, or renegotiation of labor agreements or provisions of labor agreements, could significantly increase our costs for health care, wages, and other benefits. In addition, if our craft employees were to engage in or threaten a strike, work stoppage, or other slowdown, including in connection with the renegotiation of any collective bargaining agreements or any provisions thereof, we could experience a significant disruption in our operations, customer base, or belief in our ability to provide consistent service, thereby adversely affecting our operations or ability to provide services.

CLIMATE CHANGE RISKS

Severe weather and disasters have caused, and could again cause, significant business interruptions and expenditures. Severe weather conditions and other natural phenomena resulting from changing weather patterns and rising sea levels or other causes, including hurricanes, floods, fires, landslides, extreme temperatures, significant precipitation, and earthquakes, have caused, and may again cause damage to our network, our workforce to be unavailable, and us to be unable to use our equipment, or otherwise cause significant interruptions to our operations. Additionally, shifts in weather patterns caused by climate change are expected to increase the frequency, severity, or duration of certain adverse weather conditions, which could cause more significant business interruptions that result in increased costs, increased liabilities, and decreased revenues. Our inability to quickly and effectively restore operations following adverse weather and disasters could materially impact our business and results of operations. To the extent such weather events or natural disasters become more frequent or severe, disruptions to our business and those of our customers and costs to repair damaged property and equipment or maintain or resume operations could increase. Furthermore, climate change may contribute to an increase in the incidence and severity of natural disasters and adverse weather conditions and reduce the availability or increase the cost of insurance for such events.

Concern over climate change has led to significant federal, state, and international legislative and regulatory efforts to limit greenhouse gas (GHG) emissions. Restrictions, caps, taxes, or other legislative or regulatory controls on GHG emissions, including diesel exhaust, could significantly increase our operating costs and decrease the amount of traffic we handle.

In addition, legislation and regulation related to climate change or GHG emissions could negatively affect the markets we serve and our customers. Even without legislation or regulation, government incentives and adverse publicity relating to climate change or GHG emissions could negatively affect the markets for certain of the commodities we carry, or our customers that use commodities we carry to produce energy (including coal), use significant amounts of energy in producing or delivering the commodities we carry, or manufacture or produce goods that consume significant amounts of energy associated with GHG emissions.

MACROECONOMIC AND MARKET RISKS

We may be negatively impacted by changes in general economic conditions. Because our business is dependent on the rail shipping needs of our customers, negative changes in domestic and global economic conditions,

including reduced import and export volumes, could affect the producers and consumers of the freight we carry. Recessionary economic cycles and downturns in customers' business cycles, especially in market segments and industries where we have a significant concentration of customers, may substantially reduce our volumes, and lead to excess capacity in the industry, resulting in pressure on rates we are able to obtain for our services. Economic conditions could also result in bankruptcies of one or more of our customers. Changes in general economic conditions are beyond our control, and it may be difficult for us to adjust our business model. We are impacted by industrial production, inflation, unemployment, and consumer spending. We have been and may in the future be, materially impacted by adverse developments in these aspects of the economy.

The state of capital markets could adversely affect our liquidity. We rely on the capital markets to provide some of our capital requirements, including the issuance of debt instruments and the sale of certain receivables. Significant instability or disruptions of the capital markets, including the credit markets, or deterioration of our financial position due to internal or external factors could restrict or eliminate our access to, and/or significantly increase the cost of, various financing sources, including bank credit facilities and issuance of corporate bonds. Instability or disruptions of the capital markets and deterioration of our financial position, alone or in combination, could also result in a reduction of our credit rating to below investment grade, which could prohibit or restrict us from accessing external sources of short- and long-term debt financing and/or significantly increase the associated costs.

Item 1B. Unresolved Staff Comments

None.

Item 1C. Cybersecurity

CYBERSECURITY RISK MANAGEMENT AND STRATEGY

Process

We use a multi-layered defensive cybersecurity strategy based on the cyber security framework drafted by the U.S. Department of Commerce's National Institute of Standards and Technology (NIST). The NIST Cybersecurity Framework (NIST CSF) is a voluntary framework of best practices to identify, protect, detect, respond to, and recover from cybersecurity matters. Based on the NIST CSF, our processes to identify, assess, and manage material risks from cybersecurity threats includes the following:

Identify
We identify risks from cybersecurity threats by first developing and maintaining an understanding of those assets essential to our operation and reputation, as well as assets that could provide value to threat actors. Any cyber act is considered a potential risk if a threat actor can use it to reduce the value of an asset, reduce our ability to utilize or otherwise access the value of an asset, or surreptitiously gain or increase their access to an asset or its value.

Assess
We assess risks from cybersecurity threats by evaluating exposure of our assets to identified cyber risks, as well as potential impacts to our operations or reputation from our inability to access or utilize an asset or realize its value, or a threat actor's ability to gain access to an asset or its value. We further evaluate the potential materiality of these risks based on the potential impact to our operations or reputation.

Manage
We mitigate risks from cybersecurity threats by applying multiple layers of defense to ensure we have the continued ability to access or utilize an asset or its value, and deny threat actors the ability to gain or increase their access to an asset or its value. We prioritize defensive mechanisms, including administrative, procedural, and technical controls, according to their relative cost and reduction in risk based on the NIST CSF.

We further monitor, test, assess, and update these processes, including working with government agencies and peers to implement practices to guard against an evolving threat environment and to ensure we remain compliant with relevant regulatory requirements.

Integration into our Risk Management Framework

Our processes to assess, identify, and manage cybersecurity risks are expressly incorporated into our enterprise risk management (ERM) framework. Technology is one of the five primary risk categories addressed by the ERM framework, and cybersecurity is identified as a subcategory of the technology risk. Our ERM leadership team works with the Chief Information and Digital Officer (CIDO), the Senior Director of Information Security (SDIS) and other technology leaders to identify, define, and assess top areas of technology and cybersecurity risks, which are included in our ERM risk framework and mapped to the NIST CSF. Our internal ERM leadership meets regularly with our technology leadership team to review developments in our technology risk profile and works with the cybersecurity team to monitor key risk indicators linked to our cybersecurity risks. Any changes to the threat landscape are discussed and considered as adjustments to our risk profile.

Third-Party Engagement

We employ multiple service providers from time to time to perform periodic reviews and evaluations of our cybersecurity framework, the results of which are provided to and reviewed with management, with appropriate reporting to the Finance and Risk Management Committee (F&RM Committee) of the Board. These reviews encompass a broad range of areas, including information technology system resilience, cybersecurity risk assessments, information security program assessments, external threat environment reviews, internal cybersecurity policy compliance, and near-term incident response to identify or disconfirm potential involvement of a threat actor.

Oversight of Third-Party Providers

Within our purchasing and third-party vendor management programs, we require all vendors who handle our data as well as vendors who provide technology and data services – including hardware, software, staffing, and support – to maintain certain security protections including, but not limited to, compliance with applicable data protection laws and implementation of administrative, physical, and technical safeguards to protect our data, including how our data is stored, accessed, and transmitted. In addition, all providers within these service categories must execute a data security addendum that articulates specific security standards, cybersecurity insurance, and mandatory incident reporting protocols applicable to the underlying provision of services.

Risks

Please see Item 1A. Risk Factors – Technology Risks – "A significant cybersecurity incident or other disruption to our technology infrastructure resulting from internal and external threats could disrupt our business operations" for our disclosures regarding the most pertinent risks we may experience from cybersecurity threats.

As noted therein, regardless of the cause, a significant disruption or failure of one or more information or operational technology systems operated by us or under control of third parties can result in service disruptions, unauthorized access to our systems, viruses, ransomware, and/or compromise, acquisition, or destruction of our data.

Such a direct or indirect cybersecurity incident could interrupt our service, cause safety failures or operational difficulties, decrease revenues, increase operating costs, impact our efficiency, damage our corporate reputation, and/or expose us to litigation, government action, increased regulation, penalties, fines or judgments, any or all which may ultimately have a materially adverse effect on our results of operations, financial condition, reputation, and business (including our strategy of operating a resilient freight railroad).

While we have previously experienced technology outages and cybersecurity events that have impacted our systems and service, future events may result in more significant impacts to our operations, reputation, or financial results. As a result of these prior events, and given the potential risks that a technology outage or cybersecurity event would result in a materially adverse effect on our results of operations, financial condition, reputation, or business, we have conducted and will continue conducting, internal and third-party assessments of information technology and cybersecurity vulnerabilities, information technology resiliency, and our related processes and procedures, so that we can continue to identify and address key cybersecurity risks.

CYBERSECURITY GOVERNANCE

Board Oversight

The Norfolk Southern Board, both directly itself and indirectly through the F&RM Committee, has oversight of cybersecurity risks. The F&RM Committee receives periodic reports from the CIDO regarding the primary technology risks impacting the company, including risks impacting our information and operational systems, service resiliency, cybersecurity risks, and the related threat environment. Agendas for these periodic updates may be further adjusted to address any emerging risks or key topics in greater detail, including emerging regulations, best practices, cyber readiness, and third-party assessment results. Regular updates are also provided to the F&RM Committee regarding all material or potentially material cybersecurity incidents, including root causes, and identification of and progress towards, remediation activities through completion.

The Board receives a periodic update from the Chair of the F&RM Committee regarding the matters addressed by the F&RM Committee, as well as an annual report from the CIDO highlighting the emerging threat landscape, our progress executing on our defensive cybersecurity strategy, and a review of our cybersecurity incident investigation and response processes.

Management's Role

Our SDIS, reporting to the CIDO, is directly responsible for the assessment, oversight, and management of our enterprise-wide cybersecurity strategy and governance. Such individual has significant relevant experience in the area, including over 27 years of technology experience in various industries with 17 years focused on information security, as well as significant experience working closely with government agencies including the Federal Bureau of Investigation, the Transportation Security Agency, and the Department of Homeland Security. As noted above, our technology risk working group, comprised of leaders across the information technology, information security, and law departments, including our CIDO, SDIS, and Data Privacy Officer (DPO), among others, further monitor developments in the threat landscape so that key cybersecurity threats impacting the Company continue to be identified and prioritized.

Management and Board Reporting

Cybersecurity incidents are reported directly to the SDIS in accordance with the applicable incident response plan. The SDIS, together with the DPO, determine incident severity and response, and in turn report material or potentially material incidents to our internal 8-K subcommittee (comprised of senior leaders from the law, accounting, finance, investor relations, and communications departments), our CEO, and our Chief Legal Officer, who in turn notify the Chairs of the Board and the F&RM Committee. The Board is promptly notified prior to filing any 8-K disclosing any material or potentially material cybersecurity incidents, with the F&RM Committee provided further updates regarding root causes and remediation efforts.

We also have a cybersecurity incident response plan including specific responsive protocols administered by a predesignated incident response team, led by the SDIS and DPO and comprised of other members of management. This incident response team also conducts periodic table-top exercises with management to ensure adherence to our cybersecurity incident response plan.

In an effort to deter and detect cyber threats, we also periodically provide all employees with a data protection and cybersecurity awareness training program, which covers timely and relevant topics, including phishing, password protection, confidential data protection, asset use, and mobile security and further educates employees on the importance of and process for reporting all potential incidents immediately. We also use technology-based tools to mitigate cybersecurity risks and to bolster employee-based cybersecurity programs.

Item 3. Legal Proceedings

For information on our legal proceedings, see Note 18 "Commitments and Contingencies" in Item 8 "Notes to Consolidated Financial Statements."

Item 4. Mine Safety Disclosures

Not applicable.

Information About Our Executive Officers

Our executive officers generally are elected and designated annually by the Board at its first meeting held after the annual meeting of stockholders, and they hold office until their successors are elected. Executive officers also may be elected and designated throughout the year as the Board considers appropriate. There are no family relationships among our officers, nor any arrangement or understanding between any officer and any other person pursuant to which the officer was selected. The following table sets forth certain information, at February 1, 2025, relating to our officers.

Name, Age, Present Position	Business Experience During Past Five Years
Mark R. George, 57, President and Chief Executive Officer	Present position since September 11, 2024. Served as Executive Vice President and Chief Financial Officer from November 1, 2019 to September 11, 2024.
Ann A. Adams, 54, Chief Human Resources Officer	Present position since December 9, 2024. Served as Special Advisor to CEO from March 17, 2024 to December 9, 2024, and as Executive Vice President & Chief Transformation Officer from April 1, 2019 to March 16, 2024.
Anil Bhatt, 50, Executive Vice President and Chief Information and Digital Officer	Present position since August 19, 2024. Prior to joining Norfolk Southern, served in various positions at Elevance Health. Served as Global Chief Information Officer from December 2020 through August 2024 and Senior Vice President & Chief Technology Officer from August 2018 to December 2020.
John F. Orr, 61, Executive Vice President and Chief Operating Officer	Present position since March 20, 2024. Prior to joining Norfolk Southern, served as Executive Vice President, Chief Transformation Officer for Canadian Pacific Kansas City (CPKC) from April 2023 to March 2024 and Executive Vice President of Operations at Kansas City Southern from April 2021 to April 2023. Served more than three decades at Canadian National in various positions of increasing responsibility across Canada and North America, concluding career as Senior Vice President and Chief Transportation Officer.
Claude E. Elkins, Jr., 59, Executive Vice President and Chief Marketing Officer	Present position since December 1, 2021. Served as Vice President Industrial Products from April 1, 2018 to December 1, 2021.
Jason A. Zampi, 50, Executive Vice President and Chief Financial Officer	Present position since September 24, 2024. Served as Senior Vice President Finance and Treasurer from August 20, 2024 to September 24, 2024. Served as Vice President of Financial Planning and Analysis from June 1, 2020 to September 24, 2024. Served as Vice President and Controller from December 16, 2018 to June 1, 2020.
Claiborne L. Moore, 45, Vice President and Controller	Present position since March 1, 2022. Served as Assistant Vice President Corporate Accounting from March 15, 2019 to March 1, 2022.

PART II

NORFOLK SOUTHERN CORPORATION AND SUBSIDIARIES

Item 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities

STOCK INFORMATION

Common Stock is owned by 18,025 stockholders of record as of December 31, 2024, and is traded on the New York Stock Exchange under the symbol "NSC."

ISSUER PURCHASES OF EQUITY SECURITIES

Period	Total Number of Shares (or Units) Purchased[1]	Average Price Paid per Share (or Unit)	Total Number of Shares (or Units) Purchased as Part of Publicly Announced Plans or Programs[2]	Approximate Dollar Value of Shares that may yet be Purchased under Publicly Announced Plans or Programs[2]
October 1-31, 2024	—	$ —	—	$ 6,868,152,575
November 1-30, 2024	143	275.52	—	6,868,152,575
December 1-31, 2024	335	233.35	—	6,868,152,575
Total	478		—	

(1) Of this amount, 478 represent shares tendered by employees in connection with the exercise of stock options under the stockholder-approved Long-Term Incentive Plan (LTIP).

(2) On March 29, 2022, our Board of Directors authorized a new program for the repurchase of up to $10.0 billion of Common Stock beginning April 1, 2022. As of December 31, 2024, $6.9 billion remains authorized for repurchase, until such amount is exhausted.

Item 6. [Reserved]

Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations

The following discussion and analysis should be read in conjunction with the Consolidated Financial Statements and Notes. Refer to Item 8 "Notes to Consolidated Financial Statements" for all "Note" references.

OVERVIEW

Since 1827, Norfolk Southern Corporation and its predecessor companies have safely moved the goods and materials that drive the U.S. economy. Our dedicated team members deliver a wide variety of commodities annually for our customers, from agriculture products to consumer goods, and help them reduce carbon emissions by shipping via rail. We have the most extensive intermodal network in the eastern U.S. Our network serves a majority of the country's population and manufacturing base, with connections to every major container port on the Atlantic coast as well as major ports in the Gulf of Mexico and Great Lakes.

In 2024, we executed on various initiatives to operate our network more safely and efficiently, better serve our customers, and increase productivity in order to deliver improved financial performance. We enhanced our executive leadership team and continued to execute on our strategy of providing high-quality service to our customers to enable smart, sustainable growth and delivering on productivity initiatives. Additionally, we executed on several strategic initiatives, including the purchase of the Cincinnati Southern Railway, sales of certain railway lines, and completion of targeted rationalization and restructuring efforts, to further advance our organizational objectives. Furthermore, we continued our efforts related to the Eastern Ohio Incident (as defined and further described in Note 18 in the Notes to the Consolidated Financial Statements), including the pursuit of recoveries under our insurance programs.

Our operational improvements during the year, while handling 5% higher volumes, helped drive improvements to income from railway operations, diluted earnings per share, and railway operating ratio (a measure of the amount of operating revenues consumed by operating expenses). For the full year, we achieved an operating ratio of 66.4%, and an adjusted operating ratio of 65.8% (see our non-GAAP reconciliations beginning on page K26), both of which improved on a year-over-year basis. We remain committed to being a safe, productive, resilient, and efficient railroad with industry-competitive margins.

SUMMARIZED RESULTS OF OPERATIONS

	2024	2023	2022	2024 vs. 2023	2023 vs. 2022
	($ in millions, except per share amounts)			*(% change)*	
Railway operating revenues	$ 12,123	$ 12,156	$ 12,745	—%	(5%)
Railway operating expenses	$ 8,052	$ 9,305	$ 7,936	(13%)	17%
Income from railway operations	$ 4,071	$ 2,851	$ 4,809	43%	(41%)
Net income	$ 2,622	$ 1,827	$ 3,270	44%	(44%)
Diluted earnings per share	$ 11.57	$ 8.02	$ 13.88	44%	(42%)
Railway operating ratio (percent)	66.4	76.5	62.3	(13%)	23%

Income from railway operations, net income and diluted earnings per share increased in 2024 compared to 2023, primarily as a result of lower railway operating expenses. The reduction in our operating expenses includes lower net expenses related to the Eastern Ohio Incident and $433 million of gains on the sale of railway lines. Railway operating revenues were slightly lower as decreased fuel surcharge revenue, an adverse mix of traffic, and decreased pricing were nearly offset by increased volumes. Our railway operating ratio improved to 66.4 percent.

Income from railway operations, net income and diluted earnings per share declined in 2023 compared to 2022, driven by expenses incurred with our response efforts to the Incident, lower railway operating revenues, and higher

non-Incident-related railway operating expenses. Railway operating revenues declined 5% due to lower average revenue per unit, the result of lower fuel surcharge revenue and decreased intermodal storage service revenues partially offset by favorable pricing and mix. Additionally, lower volumes contributed to the decline in revenues. Net expenses associated with the Incident for the year 2023 were $1.1 billion. In addition to costs resulting from the Incident, railway operating expenses increased due to inflationary pressures, investments in operational resiliency, and higher service-related costs, offset partially by lower fuel prices. The decline in net income and diluted earnings per share also reflects the absence of a prior year $136 million deferred tax benefit, a result of an enactment of a change in the corporate income tax rate in the Commonwealth of Pennsylvania in 2022. Railway operating ratio deteriorated to 76.5 percent.

The following tables adjust our 2024 and 2023 U.S. Generally Accepted Accounting Principles (GAAP) financial results to exclude gains on railway line sales, restructuring and other charges (including the curtailment gain on our other postretirement benefit plan which is included in "Other income – net"), shareholder advisory costs, and a deferred income tax adjustment, all which occurred in 2024, as well as the effects of the Incident that were present in both years. The income tax effects of these non-GAAP adjustments were calculated based on the applicable tax rates to which the non-GAAP adjustments related. We use these non-GAAP financial measures internally and believe this information provides useful supplemental information to investors to facilitate making period-to-period comparisons by excluding these items. While we believe that these non-GAAP financial measures are useful in evaluating our business, this information should be considered as supplemental in nature and is not meant to be considered in isolation from, or as a substitute for, the related financial information prepared in accordance with GAAP. In addition, these non-GAAP financial measures may not be the same as similar measures presented by other companies.

Non-GAAP Reconciliation for 2024

	Reported (GAAP)	Gains on Railway Line Sales	Restructuring and Other Charges	Eastern Ohio Incident	Shareholder Advisory Costs	Deferred Income Tax Adjustment	Adjusted (non-GAAP)
	($ in millions, except per share amounts)						
Railway operating expenses	$ 8,052	$ 433	$ (183)	$ (325)	$ —	$ —	$ 7,977
Income from railway operations	$ 4,071	$ (433)	$ 183	$ 325	$ —	$ —	$ 4,146
Net income	$ 2,622	$ (327)	$ 125	$ 247	$ 44	$ (27)	$ 2,684
Diluted earnings per share	$ 11.57	$ (1.44)	$ 0.55	$ 1.09	$ 0.20	$ (0.12)	$ 11.85
Railway operating ratio (percent)	66.4	3.6	(1.5)	(2.7)	—	—	65.8

	Non-GAAP Reconciliation for 2023		
	Reported (GAAP)	Eastern Ohio Incident	Adjusted (non-GAAP)
	($ in millions, except per share amounts)		
Railway operating expenses	$ 9,305	$ (1,116)	$ 8,189
Income from railway operations	$ 2,851	$ 1,116	$ 3,967
Net income	$ 1,827	$ 846	$ 2,673
Diluted earnings per share	$ 8.02	$ 3.72	$ 11.74
Railway operating ratio (percent)	76.5	(9.1)	67.4

In the table below, references to 2024 and 2023 results and related comparisons use the adjusted, non-GAAP results from the reconciliations in the tables above.

	Adjusted 2024 (Non-GAAP)	Adjusted 2023 (Non-GAAP)	2022	Adjusted 2024 (Non-GAAP) vs. Adjusted 2023 (Non-GAAP)	Adjusted 2023 (Non-GAAP) vs. 2022
	($ in millions, except per share amounts)			*(% change)*	
Railway operating expenses	$ 7,977	$ 8,189	$ 7,936	(3%)	3%
Income from railway operations	$ 4,146	$ 3,967	$ 4,809	5%	(18%)
Net income	$ 2,684	$ 2,673	$ 3,270	—%	(18%)
Diluted earnings per share	$ 11.85	$ 11.74	$ 13.88	1%	(15%)
Railway operating ratio (percent)	65.8	67.4	62.3	(2%)	8%

On an adjusted basis, income from railway operations in 2024 increased due to lower adjusted railway operating expenses, with lower fuel prices, decreased costs of purchased services, and lower other expenses contributing significantly to the overall decline, and more than offsetting the decline in revenue. Lower other income-net and higher interest expense on debt contributed to net income and diluted earnings per share that were only up slightly compared to the prior year.

In 2023, on a non-GAAP basis excluding the impact of direct costs resulting from the Incident, income from railway operations decreased due to lower railway operating revenues and higher railway operating expenses. Railway operating revenues declined due to decreased fuel surcharge revenue, decreased intermodal storage revenues, and lower volume, partially offset by increased pricing and favorable mix compared to the prior year. Railway operating expenses increased due to inflationary pressures, investments in operational resiliency, and higher service-related costs, partially offset by lower fuel prices.

DETAILED RESULTS OF OPERATIONS

Railway Operating Revenues

The following tables present a three-year comparison of revenues, volumes (units), and average revenue per unit by commodity group.

	Revenues			2024	2023
	2024	2023	2022	vs. 2023	vs. 2022
	($ in millions)			*(% change)*	
Merchandise:					
Agriculture, forest and consumer products	$ 2,521	$ 2,530	$ 2,493	—%	1%
Chemicals	2,123	2,054	2,148	3%	(4%)
Metals and construction	1,682	1,634	1,652	3%	(1%)
Automotive	1,144	1,135	1,038	1%	9%
Merchandise	7,470	7,353	7,331	2%	—%
Intermodal	3,042	3,090	3,681	(2%)	(16%)
Coal	1,611	1,713	1,733	(6%)	(1%)
Total	$ 12,123	$ 12,156	$ 12,745	—%	(5%)

	Units			2024	2023
	2024	2023	2022	vs. 2023	vs. 2022
	(in thousands)			*(% change)*	
Merchandise:					
Agriculture, forest and consumer products	741.7	734.3	723.0	1%	2%
Chemicals	518.3	515.0	540.1	1%	(5%)
Metals and construction	641.6	634.1	634.6	1%	—%
Automotive	362.7	361.5	339.1	—%	7%
Merchandise	2,264.3	2,244.9	2,236.8	1%	—%
Intermodal	4,107.7	3,822.4	3,913.1	7%	(2%)
Coal	684.8	677.1	684.6	1%	(1%)
Total	7,056.8	6,744.4	6,834.5	5%	(1%)

	Revenue per Unit			2024	2023
	2024	2023	2022	vs. 2023	vs. 2022
	($ per unit)			*(% change)*	
Merchandise:					
Agriculture, forest and consumer products	$ 3,399	$ 3,445	$ 3,448	(1%)	—%
Chemicals	4,096	3,989	3,978	3%	—%
Metals and construction	2,621	2,577	2,604	2%	(1%)
Automotive	3,155	3,140	3,059	—%	3%
Merchandise	3,299	3,275	3,277	1%	—%
Intermodal	740	808	941	(8%)	(14%)
Coal	2,352	2,530	2,532	(7%)	—%
Total	1,718	1,802	1,865	(5%)	(3%)

Revenues decreased $33 million in 2024 and $589 million in 2023 compared to the prior years. Revenues decreased in 2024 as a result of lower average revenue per unit, driven by lower fuel surcharge revenue, adverse mix, and decreased pricing, partially offset by higher volume. Revenues declined in 2023 as a result of lower average revenue per unit, driven by decreases in fuel surcharge and intermodal storage revenues, and volume declines.

The table below reflects the components of the revenue change by major commodity group.

	2024 vs. 2023 Increase (Decrease)			2023 vs. 2022 Increase (Decrease)		
	($ in millions)					
	Merchandise	**Intermodal**	**Coal**	**Merchandise**	**Intermodal**	**Coal**
Volume	$ 64	$ 231	$ 19	$ 26	$ (85)	$ (19)
Fuel surcharge revenue	(131)	(101)	(29)	(119)	(208)	(23)
Rate, mix and other	184	(178)	(92)	115	(298)	22
Total	$ 117	$ (48)	$ (102)	$ 22	$ (591)	$ (20)

Approximately 95% of our revenue base is covered by contracts that include negotiated fuel surcharges. Fuel surcharge revenues totaled $962 million, $1.2 billion, and $1.6 billion in 2024, 2023, and 2022, respectively. The decline in fuel surcharge revenues in each period was primarily driven by fluctuations in fuel commodity prices.

For 2025, we expect that revenue will increase driven by higher volumes.

MERCHANDISE revenues increased in both 2024 and 2023 compared with the prior years. In 2024, revenues rose as volume was higher for all commodity groups and pricing gains more than offset lower fuel surcharge revenue. In 2023, revenues were slightly higher as pricing and volume gains were nearly offset by lower fuel surcharge revenue and unfavorable mix. Increased volumes in automotive and agriculture, forest and consumer shipments were partially offset by decreased chemicals shipments.

Agriculture, forest and consumer products revenues decreased slightly in 2024 but increased in 2023 compared with the prior years. In 2024, the decrease was the result of lower average revenue per unit driven by lower fuel surcharge revenue, partially offset by increased price, and increased volume. Increased volume in soybeans, corn, and feed were partially offset by lower volume in fertilizers and ethanol. Soybean volume increased due to spot opportunities. Increased corn and feed volumes were the result of customers shifting from truck to rail service to meet market demands. The decrease in fertilizer volume was driven by lower potash shipments due to customer operational issues and cost pressures. Ethanol volume declined primarily as a result of decreased demand. In 2023, higher revenues were the result of increased volume. Average revenue per unit was flat, the result of lower fuel surcharge revenue offset by pricing gains. Increases in ethanol and fertilizer shipments more than offset declines in shipments of wood chips and graphic paper. Increased market demand led to volume gains in ethanol and fertilizer. Volume declines in wood chips were due to customer mill closures, while lower market demand led to the decline in graphic paper.

Chemicals revenues increased in 2024 but decreased in 2023 compared with the prior years. In 2024, the increase in revenues was driven by higher average revenue per unit driven by increased price, partially offset by lower fuel surcharge revenue, and volume growth. Solid waste and organic chemicals volume increased due to stronger demand. These increases were slightly offset by declines in crude oil and petroleum products. Volume declines in crude oil were due to a market share shift, while declines in petroleum were related to the conclusion of a spot opportunity handled last year to support a customer during a refinery outage. In 2023, the decrease was as a result

of volume declines. Reduced shipments of crude oil, organic chemicals, and natural gas liquids, more than offset the increases in solid waste and other petroleum products. Volume declines for crude oil were driven by soft demand in the energy markets. Organic chemicals and natural gas liquids volume declined as a result of lower demand. Volume gains in solid waste were due to growth with existing customers, while the gains in petroleum products were due to growth with existing customers and new business opportunities.

Metals and construction revenues were higher in 2024 but lower in 2023 compared with the prior years. In 2024, the increase was driven by higher average revenue per unit due to favorable price, partially offset by lower fuel surcharge revenue, and higher volume. Increased volume was due to higher demand in aggregates, kaolin, miscellaneous construction, and scrap metal, partially offset by lower demand for coil steel shipments. In 2023, the decline in revenue was driven by lower average revenue per unit, the result of decreased fuel surcharge revenue partially offset by increased price. Volumes were nearly unchanged as reduced shipments of kaolin and construction materials were offset by volume gains in coil steel and scrap metal. The volume declines in kaolin were largely driven by lower demand, while the declines in construction materials were due to lower demand, extended cycle times and service challenges. Gains in coil steel volume were due to increased equipment available to handle demand, while scrap metal volume increased due to higher demand.

Automotive revenues rose in both 2024 and 2023 compared with the prior years. The increase in revenues in 2024 was driven by slightly higher average revenue per unit driven by increased price, partially offset by lower fuel surcharge revenue, and slightly higher volume. Volume increases were due to improvements in equipment availability and their cycle time paired with higher demand, mostly offset by reduced production and quality holds at certain manufacturers, and extended plant shutdowns. The increase in revenues in 2023 was driven by increased volume and higher average revenue per unit, driven by favorable price. Volume increases were due to higher finished vehicle inventory levels available for rail transportation and improved equipment cycle times.

INTERMODAL revenues decreased in both 2024 and 2023 compared with the prior years. The decrease in 2024 was the result of lower average revenue per unit, driven by decreased pricing, lower fuel surcharge revenue, adverse mix, and declines in storage service revenues, partially offset by higher volume. The decrease in 2023 was the result of lower average revenue per unit, driven by reduced storage service revenues and lower fuel surcharge revenue, and decreased volume.

Intermodal units by market were as follows:

	2024	2023	2022	2024 vs. 2023	2023 vs. 2022
	(units in thousands)			*(% change)*	
Domestic	2,500.0	2,371.6	2,573.6	5%	(8%)
International	1,607.7	1,450.8	1,339.5	11%	8%
Total	4,107.7	3,822.4	3,913.1	7%	(2%)

Domestic volume increased in 2024 but decreased in 2023 compared with the prior years. In 2024, volume increased due to growth in new and existing customers and improved service, partially offset by reduced demand for premium shipments. In 2023, volume declined due to a decrease in freight demand as a result of reduced consumer consumption combined with high inventories, and increased truck competition.

International volume increased in both 2024 and 2023. The increase in 2024 was driven by increased demand, growth in existing customers, and increased movements of empty containers. The increase in 2023 was driven by ocean carriers favoring inland point intermodal traffic, partially offset by a decrease in imports.

COAL revenues decreased in 2024 and 2023 compared with the prior years. The decrease in 2024 was a result of lower average revenue per unit, driven by decreased pricing and lower fuel surcharge revenue, partially offset by positive mix and increased volume. The decrease in 2023 was a result of decreased volumes. Average revenue per unit was flat as lower fuel surcharge revenue and pricing declines were offset by positive mix.

As shown in the following table, total tonnage increased in 2024 but decreased in 2023 compared to prior years.

	2024	2023	2022	2024 vs. 2023	2023 vs. 2022
	(tons in thousands)			*(% change)*	
Utility	29,577	30,419	35,705	(3%)	(15%)
Export	33,309	31,005	25,887	7%	20%
Domestic metallurgical	10,088	11,096	11,307	(9%)	(2%)
Industrial	3,728	3,372	3,765	11%	(10%)
Total	76,702	75,892	76,664	1%	(1%)

Utility coal tonnage decreased in both 2024 and 2023 compared with the prior years. The decline in 2024 was due to reduced demand from continued low natural gas prices and high stockpiles. The decrease in 2023 was due to low natural gas prices, high stockpiles, and unplanned customer outages.

Export coal tonnage increased in both 2024 and 2023 compared with the prior years. The increase in 2024 was due to growth with our customers and increased production. The increase in 2023 was a result of increased demand and coal supply.

Domestic metallurgical coal tonnage decreased in both 2024 and 2023 compared with the prior years. The decrease in 2024 was as a result of reduced customer demand. The decrease in 2023 was due to reduced coke shipments resulting from idled customer facilities.

Industrial coal tonnage increased in 2024 but decreased in 2023 compared with the prior years. The growth in 2024 was due to higher demand. The decrease in 2023 was due to reduced coal shipments related to customer sourcing changes.

Railway Operating Expenses

Railway operating expenses summarized by major classifications were as follows:

	2024	2023	2022	2024 vs. 2023	2023 vs. 2022
	($ in millions)			*(% change)*	
Compensation and benefits	$ 2,823	$ 2,819	$ 2,621	—%	8%
Purchased services	1,655	1,683	1,565	(2%)	8%
Equipment rents	393	387	357	2%	8%
Fuel	987	1,170	1,459	(16%)	(20%)
Depreciation	1,353	1,298	1,221	4%	6%
Materials	369	364	283	1%	29%
Claims	237	242	270	(2%)	(10%)
Other	(273)	226	160	(221%)	41%
Restructuring and other charges	183	—	—		
Eastern Ohio incident	325	1,116	—	(71%)	
Total	$ 8,052	$ 9,305	$ 7,936	(13%)	17%

In 2024, the decline in railway operating expenses reflects lower net expenses related to the Eastern Ohio incident (Note 18), higher gains on operating property sales, including certain gains on railway line sales (Note 8), and lower fuel prices, partially offset by restructuring and other charges (Note 3), and increased depreciation on our higher asset base. In 2023, expenses increased as we incurred $1.1 billion of costs related to environmental matters and legal proceedings resulting from the Incident (Note 18). Additionally, railway operating expenses reflected higher costs due to inflationary pressures, investments in operational resiliency, and higher service-related costs. Partially offsetting these increases were the impacts of lower fuel prices and the absence of retroactive wage increases recorded in 2022.

Compensation and benefits increased in 2024, reflecting changes in:

- pay rates (up $91 million),
- incentive and stock-based compensation (up $56 million),
- overtime (down $37 million),
- employee activity levels (down $68 million), and
- other (down $38 million).

In 2023, compensation and benefits increased, a result of changes in:

- employee activity levels (up $138 million),
- pay rates (up $86 million),
- overtime (up $9 million),
- incentive and stock-based compensation (down $30 million), and
- other (down $5 million).

Our employment averaged 20,200 in 2024, compared with 20,300 in 2023, and 18,900 in 2022.

Purchased services includes the costs of services purchased from external vendors and contractors, including the net costs of operating joint facilities with other railroads. The decrease in purchased services in 2024 was due to lower lease costs and declines in technology-related and operational expenses, partially offset by higher volume-related expenses and Conrail-related activity. The increase in purchased services in 2023 was due to higher technology-related costs, increased operational and transportation expenses, and higher engineering activity.

Equipment rents, which includes our cost of using equipment (mostly freight cars) owned by other railroads or private owners less the rent paid to us for the use of our equipment, increased in both periods. In 2024, the increase was due to increased automotive and intermodal equipment expenses as a result of higher volumes. In 2023, the increase was due to increased intermodal equipment expenses, higher freight car lease costs, and decreased equity in TTX Company's (TTX) earnings.

Fuel expense, which includes the cost of locomotive fuel as well as other fuel used in railway operations, decreased in both 2024 and 2023. The decrease in both periods was due to lower locomotive fuel prices (down 15% in 2024 and 20% in 2023), which decreased fuel expense by $159 million and $275 million in 2024 and 2023, respectively. Locomotive fuel consumption was down in 2024 and nearly flat in 2023 compared to prior periods. We consumed 373 million gallons of diesel fuel in 2024, compared with 377 million gallons in 2023 and 376 million gallons in 2022.

Depreciation expense increased in both periods compared to the prior years, reflecting reinvestment in our infrastructure, rolling stock, and technology.

Materials expense increased in both 2024 and 2023. The increase in 2024 was due to higher freight car repairs expense, partially offset by lower locomotive materials spending. The increase in 2023 was due to increased locomotive, freight car, and track materials costs.

Claims expense includes costs related to personal injury, property damage, and environmental matters. Claims expense decreased in both 2024 and 2023 compared to the prior years. The decrease in 2024 is the result of lower personal injury case development and declines in lading and property damage expenses. These were partially offset by the absence of a prior-year claims-related recovery and higher insurance costs. The decrease in 2023 was primarily the result of lower personal injury case development, lower costs related to environmental remediation matters unrelated to the Incident, and a claims-related recovery.

Other expense decreased in 2024 primarily due to increased gains from operating property sales, lower non-income-based taxes, and lower relocation and travel-related expenses. Gains from operating property sales includes $433 million of gains on the sale of railway lines in the states of Virginia and North Carolina. These transactions are described further in Note 8 in the Notes to Consolidated Financial Statements. The increase in 2023 was primarily due to lower gains from operating property sales and increased travel-related expenses. Gains from operating property sales amounted to $490 million, $43 million, and $76 million in 2024, 2023, and 2022, respectively.

Restructuring and other charges

In 2024, we recorded $183 million in restructuring and other charges. During the year, we completed voluntary and involuntary separation programs that reduced our management workforce. Additionally, we ceased development of certain technology projects that had not been placed into service. We also wrote down certain specialized equipment to its net realizable value, reflecting the planned disposition of that asset class. Additionally, we incurred costs associated the appointment of our chief operating officer. See Notes 3 and 13 in the Notes to Consolidated Financial Statements for additional information.

Eastern Ohio incident

During 2024, we incurred net expenses of $325 million associated with the Incident, including additional costs associated with environmental matters and legal proceedings. The total amount recorded in 2024 is net of $650 million of insurance recoveries, resulting from claims made under our insurance policies in effect at the time of the Incident. During 2023, we recorded $1.1 billion for costs primarily associated with environmental matters and legal proceedings. We recorded $101 million of recoveries from claims made under our insurance policies, which are included in the total amount recorded in 2023. Our cash expenditures attributable to the Incident, net of insurance proceeds received, were $119 million and $652 million in 2024 and 2023, respectively, and which are presented in "Net cash provided by operating activities" on the Consolidated Statements of Cash Flows. For further details regarding the Incident, see Note 18 in Notes to Consolidated Financial Statements.

Other Income – Net

Other income – net decreased in 2024 but increased in 2023. The decrease in 2024 reflects costs associated with shareholder matters, lower returns on corporate-owned life insurance (COLI), and higher pension and other postretirement benefits expense, partially offset by a $20 million curtailment gain on our other postretirement benefit plan as a result of our voluntary and involuntary separation programs (Note 3). The increase in 2023 was the result of higher net returns on COLI and increased interest income, partially offset by lower gains from non-operating property sales.

Income Taxes

The effective income tax rate was 21.2% in 2024, compared with 21.3% in 2023 and 20.8% in 2022. The current year reflects a $15 million deferred income tax benefit due to a change in a state corporate income tax rate and a $27 million deferred income tax benefit from subsidiary restructuring. These benefits were partially offset by the absence of certain business tax credits recognized in the prior year. The 2023 effective rate benefited from tax credits and higher COLI returns offset by reduced benefits from stock-based compensation. The effective income tax rate in 2022 reflects favorable benefits associated with stock-based compensation and various state law changes (Note 5).

For 2025, we expect an effective income tax rate between 23% and 24%.

FINANCIAL CONDITION, LIQUIDITY, AND CAPITAL RESOURCES

Cash provided by operating activities, our principal source of liquidity, was $4.1 billion in 2024, $3.2 billion in 2023, and $4.2 billion in 2022. The increase in 2024 reflects improved operating results. The decrease in 2023 reflects lower operating results, offset in part by changes in working capital. We had negative working capital of $357 million at December 31, 2024 and working capital of $639 million at December 31, 2023. Cash and cash equivalents totaled $1.6 billion at both December 31, 2024, and December 31, 2023. We expect that cash on hand combined with cash provided by operating activities will be sufficient to meet our ongoing obligations. In addition, we believe our currently-available borrowing capacity, access to additional financing, ability to reduce shareholder distributions, and ability to moderate or defer property additions provide additional flexibility to meet our ongoing obligations in the short- and long-term.

Contractual obligations at December 31, 2024, including those that may have material cash requirements, include interest on fixed-rate long-term debt, long-term debt (Note 10), unconditional purchase obligations (Note 18), long-term advances from Conrail Inc. (Conrail) (Note 7), operating leases (Note 11), agreements with Consolidated Rail Corporation (CRC) (Note 7), and unrecognized tax benefits (Note 5).

	Total	2025	2026 - 2027	2028 - 2029	2030 and Subsequent
			($ in millions)		
Interest on fixed-rate long-term debt	$ 19,413	$ 776	$ 1,472	$ 1,383	$ 15,782
Long-term debt principal	18,108	555	1,223	1,212	15,118
Unconditional purchase obligations	1,225	519	455	95	156
Long-term advances from Conrail	534	—	—	—	534
Operating leases	314	89	116	62	47
Agreements with CRC	209	47	94	68	—
Unrecognized tax benefits*	82	—	—	—	82
Total	$ 39,885	$ 1,986	$ 3,360	$ 2,820	$ 31,719

* This amount is shown in the 2030 and Subsequent column because the year of settlement cannot be reasonably estimated.

Off balance sheet arrangements consist primarily of unrecognized obligations, including future interest payments on fixed-rate long-term debt and unconditional purchase obligations, which are included in the table above. Additionally, in connection with our ownership of an equity method investment, we have the option to acquire an intermodal terminal located in the southern U.S. for an amount that will be determined subsequent to the potential exercise of that option. Our option to purchase the terminal expires in the second quarter of 2025.

Cash used in investing activities was $2.8 billion in 2024, $2.2 billion in 2023, and $1.6 billion in 2022. The increase in 2024 was driven by the acquisition of the assets of the CSR, partially offset by higher borrowings against our COLI policies and increased proceeds from property sales. Please see Note 8 in the Notes to Consolidated Financial Statements for additional details on certain railway line sales and a discussion of the acquisition of the CSR assets. In 2023, the increase was primarily driven by higher property additions and lower proceeds from property sales.

Capital spending and track and equipment statistics can be found within the "Railway Property" section of Part I of this report on Form 10-K. For 2025, we expect property additions to approximate $2.2 billion.

Cash used in financing activities was $1.2 billion in 2024, while cash provided by financing activities was $115 million in 2023, and cash used in financing activities was $3.0 billion in 2022. The increase in cash used in financing activities in 2024 reflects lower proceeds from borrowing partially offset by the absence of repurchases of Common Stock. In 2023, the increase in cash provided by financing activities reflects lower repurchases of Common Stock and increased proceeds from borrowings, partially offset by higher debt repayments.

We did not repurchase any Common Stock during 2024, while we repurchased $622 million in 2023 and $3.1 billion in 2022, which resulted in the retirement of 2.8 million and 12.6 million shares in 2023 and 2022, respectively. As of December 31, 2024, $6.9 billion remains authorized by our Board of Directors for repurchase. The timing and volume of future share repurchases will be guided by our assessment of market conditions and other pertinent factors. Repurchases may be executed in the open market, through derivatives, accelerated repurchase and other negotiated transactions and through plans designed to comply with Rule 10b5-1(c) and Rule 10b-18 under the

Securities and Exchange Act of 1934. Any near-term purchases under the program are expected to be made with internally-generated cash, cash on hand, or proceeds from borrowings.

In June 2024, we entered into an agreement that provides us the ability to issue up to $800 million of unsecured commercial paper and is backed by our credit agreement. The unsecured short-term commercial paper program provides for borrowing at prevailing rates and includes covenants. At December 31, 2024, we had no outstanding commercial paper.

In May 2024, we renewed our accounts receivable securitization program with a maximum borrowing capacity of $400 million. Amounts under our accounts receivable securitization program are borrowed and repaid from time to time in the ordinary course for general corporate and cash management purposes. The term of our accounts receivable securitization program expires in May 2025. We had no amounts outstanding under this program and our available borrowing capacity was $400 million at both December 31, 2024 and December 31, 2023.

In January 2024, we renewed and amended our $800 million credit agreement. The amended agreement expires in January 2029, and provides for borrowings at prevailing rates and includes covenants. We had no amounts outstanding under this facility at either December 31, 2024 or December 31, 2023, and we are in compliance with all of its covenants.

In January 2024, we also entered into a term loan credit agreement that established a 364-day, $1.0 billion, unsecured delayed draw term loan facility under which we could borrow for general corporate purposes. The term loan credit agreement provided for borrowing at prevailing rates and included covenants that align with the $800 million credit agreement. The term loan expired undrawn in October 2024.

In addition, we have investments in general purpose COLI policies and had the ability to borrow against these policies. We had borrowed $605 million against these policies at December 31, 2024 and no amounts borrowed at December 31, 2023. Our remaining borrowing capacity was $40 million and $640 million at December 31, 2024 and December 31, 2023, respectively. In January 2025, we repaid all amounts that were borrowed against these policies at December 31, 2024.

Our debt-to-total capitalization ratio was 54.6% at December 31, 2024, compared with 57.3% at December 31, 2023. We discuss our credit agreement and our accounts receivable securitization program in Note 10. Upcoming annual debt maturities are also disclosed in Note 10. Overall, our goal is to maintain a capital structure with appropriate leverage to support our business strategy and provide flexibility through business cycles.

CRITICAL ACCOUNTING ESTIMATES

The preparation of financial statements in accordance with GAAP requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. These estimates and assumptions may require judgment about matters that are inherently uncertain, and future events are likely to occur that may require us to make changes to these estimates and assumptions. Accordingly, we regularly review these estimates and assumptions based on historical experience, changes in the business environment, and other factors we believe to be reasonable under the circumstances.

Incident Contingencies

We are currently involved in certain environmental response and remediation activities and subject to numerous legal proceedings and regulatory inquiries and investigations relating to the Incident. We have accrued estimates of the probable and reasonably estimable costs for the resolution of these matters. Our environmental estimates are based upon types of remediation efforts currently anticipated, the volume of contaminants in the impacted areas, and governmental oversight and other costs, amongst other factors. Estimates associated with the legal proceedings to

which we are subject are based on information that is currently available, including but not limited to an assessment of the proceedings and the potential and likely results of such proceedings.

Our current estimates of future environmental cleanup and remediation liabilities related to the Incident may change over time due to various factors, including but not limited to, the nature and extent of required future cleanup and removal activities (including those resulting from soil, water, sediment, and air assessment and investigative activities conducted at the site), and the extent and duration of governmental oversight, amongst other factors. Additionally, the final outcome of any of the legal proceedings and regulatory inquiries and investigations cannot be predicted with certainty, and developments related to the progress of such legal proceedings, inquiries, or investigations or other unfavorable or unexpected outcomes could result in additional costs or new or additionally accrued amounts that could be material to our results of operations in any particular year. Furthermore, certain costs may be recoverable under our insurance policies in effect at the date of the Incident or from third parties. Any amounts that are recoverable under our insurance policies or from third parties will be reflected in the period in which recovery is considered probable.

See Note 18 for more detailed information as it pertains to these contingencies.

Pensions and Other Postretirement Benefits

Accounting for pensions and other postretirement benefit plans requires us to make several estimates and assumptions (Note 13). These include the expected rate of return from investment of the plans' assets and the expected retirement age of employees as well as their projected earnings and mortality. In addition, the amounts recorded are affected by changes in the interest rate environment because the associated liabilities are discounted to their present value. We make these estimates based on our historical experience and other information we deem pertinent under the circumstances (for example, expectations of future stock market performance). We utilize an independent actuarial consulting firm's studies to assist us in selecting appropriate actuarial assumptions and valuing related liabilities.

For 2024, we assumed a long-term investment rate of return of 8.0%, which was supported by our long-term total rate of return on pension plan assets since inception, as well as our expectation of future returns. A one-percentage point decrease to this rate of return assumption would result in a $24 million increase in annual pension expense. We review assumptions related to our defined benefit plans annually, and while changes are likely to occur in assumptions concerning retirement age, projected earnings, and mortality, they are not expected to have a material effect on our net pension expense or net pension liability in the future. The net pension liability is recorded at net present value using discount rates that are based on the current interest rate environment in light of the timing of expected benefit payments. We utilize analyses in which the projected annual cash flows from the pension and postretirement benefit plans are matched with yield curves based on an appropriate universe of high-quality corporate bonds. We use the results of the yield curve analyses to select the discount rates that match the payment streams of the benefits in these plans. A one-percentage point decrease to this discount rate assumption would result in a $14 million increase in annual pension expense.

Properties and Depreciation

Most of our assets are long-lived railway properties (Note 8). "Properties" are stated principally at cost and are depreciated using the group method whereby assets with similar characteristics, use, and expected lives are grouped together in asset classes and depreciated using a composite depreciation rate. See Note 1 for a more detailed discussion of assumptions and estimates.

Expenditures, including those on leased assets, that extend an asset's useful life or increase its utility are capitalized. Expenditures capitalized include those that are directly related to a capital project and may include materials, labor, and other direct costs, in addition to an allocable portion of indirect costs that relate to a capital project. A significant portion of our annual capital spending relates to self-constructed assets. Costs related to repairs and

maintenance activities that, in our judgment, do not extend an asset's useful life or increase its utility are expensed when such repairs are performed.

Depreciation expense for 2024 totaled $1.4 billion. Our composite depreciation rates for 2024 are disclosed in Note 8; a one-year increase (or decrease) in the estimated average useful lives of depreciable assets would have resulted in an approximate $51 million decrease (or increase) to annual depreciation expense.

Personal Injury

Claims expense, included in "Materials and other" in the Consolidated Statements of Income, includes our estimate of costs for personal injuries.

To aid in valuing our personal injury liability and determining the amount to accrue with respect to such claims during the year, we utilize studies prepared by an independent actuarial consulting firm. The actuarial firm studies our historical patterns of reserving for claims and subsequent settlements, taking into account relevant outside influences. We adjust the liability quarterly based upon our assessment and the results of the study. The accuracy of our estimate of the liability is subject to inherent limitation given the difficulty of predicting future events and, as such, the ultimate loss sustained may vary from the estimated liability recorded.

See Note 18 for a more detailed discussion of the assumptions and estimates we use for personal injury.

Income Taxes

Our net deferred tax liability totaled $7.4 billion at December 31, 2024 (Note 5). This liability is estimated based on the expected future tax consequences of items recognized in the financial statements. After application of the federal statutory tax rate to book income, judgment is required with respect to the timing and deductibility of expenses in our income tax returns. For state income and other taxes, judgment is also required with respect to the apportionment among the various jurisdictions. A valuation allowance is recorded if we expect that it is more likely than not that deferred tax assets will not be realized. We have a $42 million valuation allowance on $467 million of deferred tax assets as of December 31, 2024, reflecting the expectation that substantially all of these assets will be realized.

OTHER MATTERS

Labor Agreements

Approximately 80% of our railroad employees are covered by collective bargaining agreements with various labor unions. Pursuant to the Railway Labor Act (RLA), these agreements remain in effect until new agreements are reached, or until the bargaining procedures mandated by the RLA are completed. Moratorium provisions in the labor agreements govern when the railroads and unions may propose changes to the agreements. We largely bargain nationally in concert with other major railroads, represented by the National Carriers' Conference Committee (NCCC).

Under current moratorium provisions, neither party was permitted to serve notice to compel a new round of mandatory collective bargaining until November 1, 2024. In the months prior to the opening of the current national bargaining round, we engaged in voluntary local discussions with our labor unions and, as a result, reached local tentative agreements with ten of our thirteen unions. A majority of those tentative agreements were subsequently ratified by union membership and became effective January 1, 2025, foreclosing the parties from serving new notices to compel mandatory bargaining until November 1, 2029.

For those unions with whom we have not yet reached a ratified agreement, the NCCC, on behalf of Norfolk Southern, sent bargaining notices on November 1, 2024, to commence mandatory direct negotiations as prescribed under the RLA. Even if the parties are unable to reach voluntary agreement during this first phase of RLA

bargaining, self-help (e.g., a strike or other work stoppage) related to this collective-bargaining process remains prohibited by law until a lengthy series of additional procedures mandated by the RLA, including federal mediation, are exhausted.

Market Risks

We manage overall exposure to fluctuations in interest rates by issuing both fixed- and floating- rate debt instruments. At December 31, 2024, we have no outstanding debt subject to interest rate fluctuations. Market risk for fixed-rate debt is estimated as the potential increase in fair value resulting from a one-percentage point decrease in interest rates as of December 31, 2024 and amounts to an increase of approximately $1.5 billion to the fair value of our debt at December 31, 2024. We consider it unlikely that interest rate fluctuations applicable to these instruments will result in a material adverse effect on our financial position, results of operations, or liquidity.

New Accounting Pronouncements

For a detailed discussion of new accounting pronouncements, see Note 1.

Inflation

In preparing financial statements, GAAP requires the use of historical cost that disregards the effects of inflation on the replacement cost of property. As a capital-intensive company, we have most of our capital invested in long-lived assets. The replacement cost of these assets, as well as the related depreciation expense, would be substantially greater than the amounts reported on the basis of historical cost.

FORWARD-LOOKING STATEMENTS

Certain statements in this report, including in Management's Discussion and Analysis of Financial Condition and Results of Operations, are "forward-looking statements" within the meaning of the "safe harbor" provisions of the Private Securities Litigation Reform Act of 1995, as amended. These statements relate to future events or our future financial performance and involve known and unknown risks, uncertainties, and other factors that may cause our actual results, levels of activity, performance, or our achievements or those of our industry to be materially different from those expressed or implied by any forward-looking statements. In some cases, forward-looking statements can be identified by terminology such as "may," "will," "could," "would," "should," "expect," "plan," "anticipate," "intend," "believe," "estimate," "project," "consider," "predict," "potential," "feel," or other comparable terminology. We have based these forward-looking statements on our current expectations, assumptions, estimates, beliefs, and projections. While we believe these expectations, assumptions, estimates, beliefs, and projections are reasonable, such forward-looking statements are only predictions and involve known and unknown risks and uncertainties, many of which involve factors or circumstances that are beyond our control. The following important

factors, including those discussed in Item 1A "Risk Factors," may cause actual results, performance, or achievements to differ materially from those expressed or implied by these forward-looking statements:

- our ability to successfully implement our operational, productivity, and strategic initiatives;
- changes in domestic or international economic, political or business conditions, including those impacting the transportation industry;
- a significant adverse event on our network, including but not limited to a mainline accident, discharge of hazardous material, or climate-related or other network outage;
- the outcome of claims, litigation, governmental proceedings, and investigations involving the Company, including but not limited to the Incident Proceedings;
- the nature and extent of the Company's environmental remediation obligations with respect to the Incident;
- new or additional governmental regulation and/or operational changes resulting from or related to the Incident or the Incident Proceedings; and
- a significant cybersecurity incident or other disruption to our technology infrastructure.

The forward-looking statements herein are made only as of the date they were first issued, and unless otherwise required by applicable securities laws, we disclaim any intention or obligation to update or revise any forward-looking statements, whether as a result of new information, future events, or otherwise.

Additional Information

Investors and others should note that we routinely use the Investor Relations, Performance Metrics and Sustainability sections of our website (norfolksouthern.investorroom.com/key-investor-information, norfolksouthern.investorroom.com/weekly-performance-reports & www.norfolksouthern.com/sustainability) to post presentations to investors and other important information, including information that may be deemed material to investors. Information about us, including information that may be deemed material, may also be announced by posts on our social media channels, including X (formerly known as Twitter) (x.com/nscorp) and LinkedIn (www.linkedin.com/company/norfolk-southern). We may also use our website and social media channels for the purpose of complying with our disclosure obligations under Regulation FD. As a result, we encourage investors, the media, and others interested in Norfolk Southern to review the information posted on our website and social media channels. The information posted on our website and social media channels is not incorporated by reference in this Annual Report on Form 10-K.

Item 7A. Quantitative and Qualitative Disclosures About Market Risk

The information required by this item is included in Item 7 "Management's Discussion and Analysis of Financial Condition and Results of Operations" under the heading "Market Risks."

Item 8. Financial Statements and Supplementary Data

INDEX TO FINANCIAL STATEMENTS

Report of Management

February 10, 2025

To the Stockholders
Norfolk Southern Corporation:

Management is responsible for establishing and maintaining adequate internal control over financial reporting. In order to ensure that Norfolk Southern's internal control over financial reporting is effective, management regularly assesses such controls and did so most recently as of December 31, 2024. This assessment was based on criteria for effective internal control over financial reporting described in *Internal Control – Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission. Based on this assessment, management has concluded that we maintained effective internal control over financial reporting as of December 31, 2024.

KPMG LLP, independent registered public accounting firm, has audited our financial statements and issued an opinion on our internal control over financial reporting as of December 31, 2024.

/s/ Mark R. George	/s/ Jason A. Zampi	/s/ Claiborne L. Moore
Mark R. George	Jason A. Zampi	Claiborne L. Moore
President and	Executive Vice President and Chief	Vice President and
Chief Executive Officer	Financial Officer	Controller

Report of Independent Registered Public Accounting Firm

To the Stockholders and Board of Directors
Norfolk Southern Corporation:

Opinions on the Consolidated Financial Statements and Internal Control Over Financial Reporting

We have audited the accompanying consolidated balance sheets of Norfolk Southern Corporation and subsidiaries (the Company) as of December 31, 2024 and 2023, the related consolidated statements of income, comprehensive income, cash flows, and changes in stockholders' equity for each of the years in the three-year period ended December 31, 2024, and the related notes and financial statement schedule of valuation and qualifying accounts as listed in Item 15(A)2 (collectively, the consolidated financial statements). We also have audited the Company's internal control over financial reporting as of December 31, 2024, based on criteria established in *Internal Control – Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2024 and 2023, and the results of its operations and its cash flows for each of the years in the three-year period ended December 31, 2024, in conformity with U.S. generally accepted accounting principles. Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2024 based on criteria established in *Internal Control – Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission.

Basis for Opinions

The Company's management is responsible for these consolidated financial statements, for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Annual Report on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on the Company's consolidated financial statements and an opinion on the Company's internal control over financial reporting based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud, and whether effective internal control over financial reporting was maintained in all material respects.

Our audits of the consolidated financial statements included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

Definition and Limitations of Internal Control Over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current period audit of the consolidated financial statements that was communicated or required to be communicated to the audit committee and that: (1) relates to accounts or disclosures that are material to the consolidated financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of a critical audit matter does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Sufficiency of audit evidence related to the capitalization of property expenditures

As discussed in Note 1 to the consolidated financial statements, expenditures that extend an asset's useful life or increase its utility are capitalized. The Company has recorded $35,831 million in net book value of properties at December 31, 2024 and has recorded $2,381 million in property additions for the year ended December 31, 2024. Expenditures capitalized include those that are directly related to a capital project and may include materials, labor and other direct costs, in addition to an allocable portion of indirect costs that relate to a capital project. A significant portion of the Company's annual capital spending relates to self-constructed assets. Costs related to repair and maintenance activities, that in the Company's judgment, do not extend an asset's useful life or increase its utility are expensed when such repairs are performed.

We identified the evaluation of the sufficiency of audit evidence related to capitalization of property expenditures as a critical audit matter. Subjective auditor judgment was required in determining procedures and evaluating audit results related to the capitalization of purchased services and compensation due to their usage for both self-constructed assets and repairs and maintenance.

The following are the primary procedures we performed to address the critical audit matter. We applied auditor judgment to determine the nature and extent of procedures to be performed over capitalized property expenditures. We evaluated the design and tested the operating effectiveness of certain internal controls over the Company's process to capitalize property expenditures, including controls over the determination of whether purchased services and compensation expenditures extend an asset's useful life or increase its utility. For a sample of property additions expenditures, we inquired and inspected support to evaluate that the expenditure extended an asset's useful life or increased its utility. We evaluated the sufficiency of audit evidence obtained by assessing the results of the procedures performed, including the appropriateness of the nature of such evidence.

/s/ KPMG LLP
KPMG LLP

We have served as the Company's auditor since 1982.

Atlanta, Georgia
February 10, 2025

Norfolk Southern Corporation and Subsidiaries
Consolidated Statements of Income

	Years ended December 31,		
	2024	**2023**	**2022**
	($ in millions, except per share amounts)		
Railway operating revenues	$ 12,123	$ 12,156	$ 12,745
Railway operating expenses			
Compensation and benefits	2,823	2,819	2,621
Purchased services and rents	2,048	2,070	1,922
Fuel	987	1,170	1,459
Depreciation	1,353	1,298	1,221
Materials and other	333	832	713
Restructuring and other charges	183	—	—
Eastern Ohio incident	325	1,116	—
Total railway operating expenses	8,052	9,305	7,936
Income from railway operations	4,071	2,851	4,809
Other income – net	65	191	13
Interest expense on debt	807	722	692
Income before income taxes	3,329	2,320	4,130
Income taxes	707	493	860
Net income	$ 2,622	$ 1,827	$ 3,270
Earnings per share			
Basic	$ 11.58	$ 8.04	$ 13.92
Diluted	11.57	8.02	13.88

See accompanying notes to consolidated financial statements.

Norfolk Southern Corporation and Subsidiaries
Consolidated Statements of Comprehensive Income

	Years ended December 31,		
	2024	**2023**	**2022**
	($ in millions)		
Net income	$ 2,622	$ 1,827	$ 3,270
Other comprehensive income, before tax:			
Pension and other postretirement benefits	70	36	51
Other comprehensive income of equity investees	7	4	17
Other comprehensive income, before tax	77	40	68
Income tax expense related to items of other comprehensive income	(19)	(9)	(17)
Other comprehensive income, net of tax	58	31	51
Total comprehensive income	$ 2,680	$ 1,858	$ 3,321

See accompanying notes to consolidated financial statements.

Norfolk Southern Corporation and Subsidiaries
Consolidated Balance Sheets

	At December 31, 2024	2023
	($ in millions)	
Assets		
Current assets:		
Cash and cash equivalents	$ 1,641	$ 1,568
Accounts receivable – net	1,069	1,147
Materials and supplies	277	264
Other current assets	201	292
Total current assets	3,188	3,271
Investments	3,370	3,839
Properties less accumulated depreciation of $13,957 and $13,265, respectively	35,831	33,326
Other assets	1,293	1,216
Total assets	$ 43,682	$ 41,652
Liabilities and stockholders' equity		
Current liabilities:		
Accounts payable	$ 1,704	$ 1,638
Income and other taxes	337	262
Other current liabilities	949	728
Current maturities of long-term debt	555	4
Total current liabilities	3,545	2,632
Long-term debt	16,651	17,175
Other liabilities	1,760	1,839
Deferred income taxes	7,420	7,225
Total liabilities	29,376	28,871
Stockholders' equity:		
Common Stock $1.00 per share par value, 1,350,000,000 shares authorized; outstanding 226,320,894 and 225,681,254 shares, respectively, net of treasury shares	228	227
Additional paid-in capital	2,247	2,179
Accumulated other comprehensive loss	(262)	(320)
Retained income	12,093	10,695
Total stockholders' equity	14,306	12,781
Total liabilities and stockholders' equity	$ 43,682	$ 41,652

See accompanying notes to consolidated financial statements.

Norfolk Southern Corporation and Subsidiaries
Consolidated Statements of Cash Flows

	Years ended December 31,		
	2024	2023	2022
	($ in millions)		
Cash flows from operating activities			
Net income	$ 2,622	$ 1,827	$ 3,270
Reconciliation of net income to net cash provided by operating activities:			
Depreciation	1,353	1,298	1,221
Deferred income taxes	176	(49)	83
Gains and losses on properties	(490)	(49)	(82)
Changes in assets and liabilities affecting operations:			
Accounts receivable	85	(2)	(171)
Materials and supplies	(13)	(11)	(35)
Other current assets	5	(54)	(18)
Current liabilities other than debt	548	435	23
Other – net	(234)	(216)	(69)
Net cash provided by operating activities	4,052	3,179	4,222
Cash flows from investing activities			
Property additions	(2,381)	(2,327)	(1,948)
Acquisition of assets of CSR	(1,643)	(22)	—
Property sales and other transactions	558	86	263
Investment purchases	(319)	(124)	(12)
Investment sales and other transactions	1,005	205	94
Net cash used in investing activities	(2,780)	(2,182)	(1,603)
Cash flows from financing activities			
Dividends	(1,221)	(1,225)	(1,167)
Common Stock transactions	26	3	(4)
Purchase and retirement of Common Stock	—	(622)	(3,110)
Proceeds from borrowings	1,051	3,293	1,832
Debt repayments	(1,055)	(1,334)	(553)
Net cash provided by (used in) financing activities	(1,199)	115	(3,002)
Net increase (decrease) in cash and cash equivalents	73	1,112	(383)
Cash and cash equivalents			
At beginning of year	1,568	456	839
At end of year	$ 1,641	$ 1,568	$ 456
Supplemental disclosures of cash flow information			
Cash paid during the year for:			
Interest (net of amounts capitalized)	$ 764	$ 653	$ 619
Income taxes (net of refunds)	305	681	750

See accompanying notes to consolidated financial statements.

Norfolk Southern Corporation and Subsidiaries
Consolidated Statements of Changes in Stockholders' Equity

	Common Stock	Additional Paid-in Capital	Accum. Other Comprehensive Loss	Retained Income	Total
	($ in millions, except per share amounts)				
Balance at December 31, 2021	$ 242	$ 2,215	$ (402)	$ 11,586	$ 13,641
Comprehensive income:					
Net income				3,270	3,270
Other comprehensive income			51		51
Total comprehensive income					3,321
Dividends on Common Stock, $4.96 per share				(1,167)	(1,167)
Share repurchases	(13)	(108)		(2,989)	(3,110)
Stock-based compensation	1	50		(3)	48
Balance at December 31, 2022	230	2,157	(351)	10,697	12,733
Comprehensive income:					
Net income				1,827	1,827
Other comprehensive income			31		31
Total comprehensive income					1,858
Dividends on Common Stock, $5.40 per share				(1,225)	(1,225)
Share repurchases	(3)	(24)		(600)	(627)
Stock-based compensation		46		(4)	42
Balance at December 31, 2023	227	2,179	(320)	10,695	12,781
Comprehensive income:					
Net income				2,622	2,622
Other comprehensive income			58		58
Total comprehensive income					2,680
Dividends on Common Stock, $5.40 per share				(1,221)	(1,221)
Stock-based compensation	1	68		(3)	66
Balance at December 31, 2024	$ 228	$ 2,247	$ (262)	$ 12,093	$ 14,306

See accompanying notes to consolidated financial statements.

The following Notes are an integral part of the Consolidated Financial Statements. Certain prior year information has been reclassified to conform to current year presentation.

1. Summary of Significant Accounting Policies

Description of Business and Operating Segments

Norfolk Southern Corporation is a Georgia-based holding company engaged principally in the rail transportation business, operating 19,200 route miles primarily in the Southeast, East, and Midwest. These consolidated financial statements include Norfolk Southern and its majority-owned and controlled subsidiaries (collectively, NS, we, us, and our). Norfolk Southern's major subsidiary is NSR. All significant intercompany balances and transactions have been eliminated in consolidation.

NSR and its railroad subsidiaries transport raw materials, intermediate products, and finished goods classified in the following commodity groups (percent of total railway operating revenues in 2024): intermodal (25%); agriculture, forest and consumer products (21%); chemicals (18%); metals and construction (14%); coal (13%); and automotive (9%). Although most of our customers are domestic, ultimate points of origination or destination for some of the products transported (particularly coal bound for export and some intermodal shipments) may be outside the U.S. Approximately 80% of our railroad employees are covered by collective bargaining agreements with various labor unions.

We manage our company as one reportable operating segment, railway operations, providing rail transportation to customers. We define our operating segment based on the way in which internally reported financial information is regularly reviewed by the chief operating decision maker, our chief executive officer, to analyze financial performance and allocate resources. Although we provide and analyze revenues by commodity group, the overall financial and operational performance of the railroad is analyzed as one operating segment due to the nature of our integrated rail network. Financial information and annual operating budgets and forecasts are prepared and reviewed by the chief operating decision maker at a consolidated level, making operational decisions to maximize consolidated financial results. The accounting policies of our railway operations segment are the same as those described in the summary of significant accounting policies herein.

The chief operating decision maker assesses performance for the railway operations segment and decides how to allocate resources based on "Net income" that is reported on the Consolidated Statements of Income. Net income is used to monitor budget versus actual results of the organization. Our consolidated financial results are used in assessing the performance of the segment and in establishing management's compensation. The measure of segment assets is reported on the Consolidated Balance Sheets as "Total assets." The chief operating decision maker uses net income generated from our railroad operations in determining capital allocations decisions, such as whether to reinvest profits into the rail network or into other parts of the entity or utilize them for other purposes, including paying dividends or repurchasing Common Stock.

Railway operations segment revenue, expenses, and profit and loss are disclosed below as reviewed and used by the chief operating decision maker. There are no other significant segment items or reconciling items to segment profit.

	2024	2023	2022
		($ in millions)	
Railway operating revenues (Note 2)	$ 12,123	$ 12,156	$ 12,745
Railway operating expenses			
Compensation and benefits	2,823	2,819	2,621
Purchased services	1,655	1,683	1,565
Equipment rents	393	387	357
Fuel	987	1,170	1,459
Depreciation	1,353	1,298	1,221
Materials	369	364	283
Claims	237	242	270
Other (Note 8)	(273)	226	160
Restructuring and other charges (Note 3)	183	—	—
Eastern Ohio incident (Note 18)	325	1,116	—
Total railway operating expenses	8,052	9,305	7,936
Income from railway operations	4,071	2,851	4,809
Other income – net (Note 4)	65	191	13
Interest expense on debt	807	722	692
Income before income taxes	3,329	2,320	4,130
Income taxes (Note 5)	707	493	860
Net income	$ 2,622	$ 1,827	$ 3,270

Total equity method investments are disclosed in Note 7 "Investments," and total expenditures for long-lived assets are disclosed as "Property additions" on the Consolidated Statement of Cash Flows.

Use of Estimates

The preparation of financial statements in accordance with GAAP requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. We periodically review our estimates, including those related to the recoverability and useful lives of assets, as well as liabilities for litigation, environmental remediation, casualty claims, income taxes and pension and other postretirement benefits. Changes in facts and circumstances may result in revised estimates.

Revenue Recognition

Transportation revenues are recognized proportionally as a shipment moves from origin to destination, and related expenses are recognized as incurred. Certain of our contract refunds (which are primarily volume-based incentives) are recorded as a reduction to revenues on the basis of our best estimate of projected liability, which is based on historical activity, current shipment counts and expectation of future activity. Certain ancillary services, such as switching, demurrage and other incidental activities, may be provided to customers under their transportation contracts. The revenues associated with these distinct performance obligations are recognized when the services are performed or as contractual obligations are met.

Cash Equivalents

"Cash equivalents" are highly liquid investments purchased three months or less from maturity.

Allowance for Doubtful Accounts

Our allowance for doubtful accounts was $8 million and $7 million at December 31, 2024 and 2023, respectively. To determine our allowance for doubtful accounts, we evaluate historical loss experience (which has not been significant), the characteristics of current accounts, and general economic conditions and trends.

Materials and Supplies

"Materials and supplies," consisting mainly of items for maintenance of property and equipment, are stated at the lower of average cost or net realizable value. The cost of materials and supplies expected to be used in property additions or improvements is included in "Properties."

Investments

Investments in entities over which we have the ability to exercise significant influence but do not control the entity are accounted for using the equity method, whereby the investment is carried at the cost of the acquisition plus our equity in undistributed earnings or losses since acquisition.

Properties

"Properties" are stated principally at cost and are depreciated using the group method whereby assets with similar characteristics, use, and expected lives are grouped together in asset classes and depreciated using a composite depreciation rate. This methodology treats each asset class as a pool of resources, not as singular items. We use approximately 75 depreciable asset classes.

Depreciation expense is based on our assumptions concerning expected service lives of our properties as well as the expected net salvage that will be received upon their retirement. In developing these assumptions, we utilize periodic depreciation studies that are performed by an independent outside firm of consulting engineers and approved by the STB. Our depreciation studies are conducted about every three years for equipment and every six years for track assets and other roadway property. The frequency of these studies is consistent with guidelines established by the STB. We adjust our rates based on the results of these studies and implement the changes prospectively. The studies may also indicate that the recorded amount of accumulated depreciation is deficient (or in excess) of the amount indicated by the study. Any such deficiency (or excess) is amortized as a component of depreciation expense over the remaining service lives of the affected class of property, as determined by the study.

Key factors that are considered in developing average service life and salvage estimates include:

- statistical analysis of historical retirement data and surviving asset records,
- review of historical salvage received and current market rates,

- review of our operations including expected changes in technology, customer demand, maintenance practices and asset management strategies,
- review of accounting policies and assumptions, and
- industry review and analysis.

The composite depreciation rate for rail in high density corridors is derived based on consideration of annual gross tons as compared to the total or ultimate capacity of rail in these corridors. Our experience has shown that traffic density is a leading factor in the determination of the expected service life of rail in high density corridors. In developing the respective depreciation rate, consideration is also given to several rail characteristics including age, weight, condition (new or second-hand), and type (curved or straight).

We capitalize interest on major projects during the period of their construction. Expenditures, including those on leased assets, that extend an asset's useful life or increase its utility are capitalized. Expenditures capitalized include those that are directly related to a capital project and may include materials, labor, and other direct costs, in addition to an allocable portion of indirect costs that relate to a capital project. A significant portion of our annual capital spending relates to self-constructed assets. Removal activities occur in conjunction with replacement and are estimated based on the average percentage of time employees replacing assets spend on removal functions. Costs related to repairs and maintenance activities that, in our judgment, do not extend an asset's useful life or increase its utility are expensed when such repairs are performed.

When depreciable operating road and equipment assets are sold or retired in the ordinary course of business, the cost of the assets, net of sales proceeds or salvage, is charged to accumulated depreciation, and no gain or loss is recognized in earnings. Actual historical cost values are retired when available, such as with most equipment assets. The use of estimates in recording the retirement of certain roadway assets is necessary based on the impracticality of tracking individual asset costs. When retiring rail, ties, and ballast, we use statistical curves that indicate the relative distribution of the age of the assets retired. The historical cost of other roadway assets is estimated using a combination of inflation indices specific to the rail industry and those published by the U.S. Bureau of Labor Statistics. The indices are applied to the replacement value based on the age of the retired assets. These indices are used because they closely correlate with the costs of roadway assets. Gains and losses on disposal of operating land are included in "Materials and other" expenses. Gains and losses on disposal of non-operating land and non-rail assets are included in "Other income – net" since such income is not a product of our railroad operations.

A retirement is considered abnormal if it does not occur in the ordinary course of business, if it relates to disposition of a large segment of an asset class, and if the retirement varies significantly from the retirement profile identified through our depreciation studies, which inherently consider the impact of normal retirements on expected service lives and depreciation rates. Gains or losses from abnormal retirements are recognized in income from railway operations.

We review the carrying amount of properties whenever events or changes in circumstances indicate that such carrying amount may not be recoverable based on future undiscounted cash flows. Assets that are deemed impaired as a result of such review are recorded at the lower of carrying amount or fair value.

New Accounting Pronouncements

In November 2023, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2023-07, "*Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures.*" This update requires additional reportable segment disclosures, primarily through enhanced disclosures about significant segment expenses and information used to assess performance. The ASU is effective for fiscal years beginning after December 15, 2023 and interim periods within fiscal years beginning after December 15, 2024. We adopted the ASU on January 1, 2024 and updated our segment disclosures in Note 1.

In December 2023, the FASB issued ASU 2023-09, "*Income Taxes (Topic 740): Improvements to Income Tax Disclosures*." This update requires additional disclosures including greater disaggregation of information in the reconciliation of the statutory rate to the effective rate and income taxes paid disaggregated by jurisdiction. The ASU is effective for fiscal years beginning after December 15, 2024. We did not adopt the standard early and are currently evaluating the effect on our financial statements.

In November 2024, the FASB issued ASU 2024-03, "*Income Statement - Reporting Comprehensive Income - Expense Disaggregation Disclosures (Subtopic 220-40)*." This update requires an entity to disclose specific information about certain costs and expenses in the notes to its financial statements for interim and annual reporting periods. Entities are required to provide disaggregated information about expenses to help investors better understand performance, better assess prospects for future cash flows, and compare performance over time and with that of other entities. The ASU is effective for fiscal years beginning after December 15, 2026 and interim periods within fiscal years beginning after December 15, 2027. We will not early adopt the standard and are currently evaluating the effect on our financial statements.

2. Railway Operating Revenues

The following table disaggregates our revenues by major commodity group:

	2024	2023	2022
		($ in millions)	
Merchandise:			
Agriculture, forest and consumer products	$ 2,521	$ 2,530	$ 2,493
Chemicals	2,123	2,054	2,148
Metals and construction	1,682	1,634	1,652
Automotive	1,144	1,135	1,038
Merchandise	7,470	7,353	7,331
Intermodal	3,042	3,090	3,681
Coal	1,611	1,713	1,733
Total	$ 12,123	$ 12,156	$ 12,745

We recognize the amount of revenues to which we expect to be entitled for the transfer of promised goods or services to customers. A performance obligation is created when a customer under a transportation contract or public tariff submits a bill of lading to us for the transport of goods. These performance obligations are satisfied as the shipments move from origin to destination. As such, transportation revenues are recognized proportionally as a shipment moves, and related expenses are recognized as incurred. These performance obligations are generally short-term in nature with transit days averaging approximately one week or less for each commodity group. The customer has an unconditional obligation to pay for the service once the service has been completed. Estimated revenues associated with in-process shipments at period-end are recorded based on the estimated percentage of service completed. We had no material remaining performance obligations at December 31, 2024 and 2023.

We may provide customers ancillary services, such as switching, demurrage, and other incidental activities, under their transportation contracts. The revenues associated with these distinct performance obligations are recognized when the services are performed or as contractual obligations are met. These revenues are included within each of the commodity groups and represent approximately 4%, 5%, and 7%, respectively, of total "Railway operating revenues" on the Consolidated Statements of Income for the years ended December 31, 2024, 2023, and 2022.

Revenues related to interline transportation services that involve another railroad are reported on a net basis. Therefore, the portion of the amount that relates to another party is not reflected in revenues.

Under the typical terms of our freight contracts, payment for services is due within fifteen days of billing the customer, thus there are no significant financing components. "Accounts receivable – net" on the Consolidated Balance Sheets includes both customer and non-customer receivables as follows:

	December 31, 2024	2023
	($ in millions)	
Customer	$ 787	$ 882
Non-customer	282	265
Accounts receivable – net	$ 1,069	$ 1,147

Non-customer receivables include non-revenue-related amounts due from other railroads, governmental entities, insurers, and others. We do not have any material contract assets or liabilities at December 31, 2024 and 2023.

3. Restructuring and Other Charges

In 2024, we initiated voluntary and involuntary separation programs to reduce our management workforce. Through these programs, approximately 350 management employees were separated from service by May 2024. "Restructuring and other charges" reflects separation payments and other benefits to the impacted management employees and amounted to $69 million. Additionally, we evaluated the impact of these separation programs on our pension and other postretirement benefit plans, as further discussed in Note 13.

During 2024, we made strategic decisions to cease development of certain technology projects that had not been placed into service and which resulted in a write-down of these assets. Additionally, we discontinued the use of our Triple Crown Road Railer assets, and, with a planned disposition of the entire asset class, we incurred expenses to reflect these assets at their net realizable value. As a result, "Restructuring and other charges" includes an additional $79 million of expenses related to these efforts.

In March 2024, we appointed John Orr as Executive Vice President and Chief Operating Officer of the Company. "Restructuring and other charges" in 2024 also includes $35 million of costs related to this appointment, including an agreement with his previous employer, CPKC, that resulted in a $25 million payment and certain commercial considerations to CPKC in exchange for a waiver of his non-compete provisions.

4. Other Income – Net

	2024	2023	2022
	($ in millions)		
Pension and other postretirement benefits (Note 13)	$ 120	$ 117	$ 126
COLI – net	17	65	(77)
Shareholder advisory costs	(59)	—	—
Other	(13)	9	(36)
Total	$ 65	$ 191	$ 13

5. Income Taxes

	2024	2023	2022
	($ in millions)		
Current:			
Federal	$ 445	$ 437	$ 645
State	86	105	132
Total current taxes	531	542	777
Deferred:			
Federal	198	(27)	206
State	(22)	(22)	(123)
Total deferred taxes	176	(49)	83
Income taxes	$ 707	$ 493	$ 860

During 2024, we recorded a $27 million deferred income tax benefit as a result of a subsidiary restructuring.

Reconciliation of Statutory Rate to Effective Rate

"Income taxes" on the Consolidated Statements of Income differs from the amounts computed by applying the statutory federal corporate tax rate as follows:

	2024		2023		2022	
	Amount	%	Amount	%	Amount	%
			($ in millions)			
Federal income tax at statutory rate	$ 699	21.0	$ 487	21.0	$ 867	21.0
State income taxes, net of federal tax effect	66	2.0	65	2.9	143	3.5
Tax credits	(14)	(0.4)	(27)	(1.2)	(10)	(0.2)
State law changes	(15)	(0.4)	—	—	(136)	(3.3)
Other, net	(29)	(1.0)	(32)	(1.4)	(4)	(0.2)
Income taxes	$ 707	21.2	$ 493	21.3	$ 860	20.8

On July 8, 2022, House Bill 1342 was signed into law in the Commonwealth of Pennsylvania, which reduced its corporate income tax rate from 9.99% to 4.99%, through a series of phased reductions beginning each tax year from January 1, 2023 through January 1, 2031. GAAP requires companies to recognize the effect of tax law changes in the period of enactment. As a result, in 2022, we recognized a $136 million benefit in "Income taxes" with a corresponding reduction in "Deferred income taxes."

Deferred Tax Assets and Liabilities

Certain items are reported in different periods for financial reporting and income tax purposes. Deferred tax assets and liabilities are recorded in recognition of these differences. The tax effects of temporary differences that give rise to significant portions of the deferred tax assets and deferred tax liabilities are as follows:

	December 31,	
	2024	2023
	($ in millions)	
Deferred tax assets:		
Accruals, including casualty and other claims	$ 289	$ 360
Compensation and benefits, including postretirement benefits	21	55
Other	157	155
Total gross deferred tax assets	467	570
Less valuation allowance	(42)	(31)
Net deferred tax assets	425	539
Deferred tax liabilities:		
Property	(7,397)	(7,218)
Other	(448)	(546)
Total deferred tax liabilities	(7,845)	(7,764)
Deferred income taxes	$ (7,420)	$ (7,225)

Except for amounts for which a valuation allowance has been provided, we believe that it is more likely than not that the results of future operations will generate sufficient taxable income to realize the deferred tax assets. The valuation allowance at the end of each year primarily relates to subsidiary state income tax net operating losses and state investment tax credits that may not be utilized prior to their expiration. The total valuation allowance increased by $11 million in 2024, decreased by $10 million in 2023, and decreased by $19 million in 2022.

Uncertain Tax Positions

A reconciliation of the beginning and ending amount of unrecognized tax benefits is as follows:

	December 31,	
	2024	2023
	($ in millions)	
Balance at beginning of year	$ 55	$ 22
Additions based on tax positions related to the current year	26	30
Additions for tax positions of prior years	3	9
Reductions for tax positions of prior years	(1)	(1)
Lapse of statutes of limitations	(1)	(5)
Balance at end of year	$ 82	$ 55

Included in the balance of unrecognized tax benefits at December 31, 2024 are potential benefits of $66 million that would affect the effective tax rate if recognized. Unrecognized tax benefits are adjusted in the period in which new information about a tax position becomes available or the final outcome differs from the amount recorded.

The statute of limitations on Internal Revenue Service examinations has expired for all years prior to 2019. Our consolidated federal income tax returns for 2019 through 2021 are currently being audited by the IRS. We anticipate that the IRS will complete its examination in 2025. State income tax returns are generally subject to examination for a period of three to four years after the return. In addition, we are generally obligated to report changes in taxable income arising from federal income tax examinations to the states within a period of up to two years from the date the federal examination is final. We have various state income tax returns either under examination, administrative appeal, or litigation.

6. Fair Value Measurements

FASB Accounting Standards Codification (ASC) 820-10, "*Fair Value Measurements,*" established a framework for measuring fair value and a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value into three broad levels, as follows:

Level 1 Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that we have the ability to access.

Level 2 Inputs to the valuation methodology include:

- quoted prices for similar assets or liabilities in active markets,
- quoted prices for identical or similar assets or liabilities in inactive markets,
- inputs other than quoted prices that are observable for the asset or liability, and
- inputs that are derived principally from or corroborated by observable market data by correlation or other means.

If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability.

Level 3 Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The asset or liability's fair value measurement level within the hierarchy is based on the lowest level of any input that is significant to the fair value measurement.

Fair Values of Financial Instruments

The fair values of "Cash and cash equivalents," "Accounts receivable – net," and "Accounts payable," approximate carrying values because of the short maturity of these financial instruments. The carrying value of COLI is recorded at cash surrender value and, accordingly, approximates fair value. There are no other assets or liabilities measured at fair value on a recurring basis at December 31, 2024 or 2023. The carrying amounts and estimated fair values, based on Level 1 inputs, of long-term debt consist of the following at December 31:

	2024		2023	
	Carrying Amount	Fair Value	Carrying Amount	Fair Value
	($ in millions)			
Long-term debt, including current maturities	$ (17,206)	$ (15,656)	$ (17,179)	$ (16,631)

7. Investments

	December 31, 2024	December 31, 2023
	($ in millions)	
Long-term investments:		
Equity method investments:		
Conrail	$ 1,748	$ 1,656
TTX	1,013	964
Other	423	428
Total equity method investments	3,184	3,048
COLI at net cash surrender value	161	774
Other investments	25	17
Total long-term investments	$ 3,370	$ 3,839

We had $605 million of borrowings against our COLI policies outstanding at December 31, 2024, with no amounts outstanding at December 31, 2023, which are included in the "Investment sales and other transactions" line item within investing activities in the Consolidated Statements of Cash Flows. In January 2025, we repaid all amounts that were borrowed against these policies at December 31, 2024.

Investment in Conrail

Through a limited liability company, we and CSX jointly own Conrail, whose primary subsidiary is CRC. We have a 58% economic and 50% voting interest in the jointly-owned entity, and CSX has the remainder of the economic and voting interests. We are amortizing the excess of the purchase price over Conrail's net equity using the principles of purchase accounting, based primarily on the estimated useful lives of Conrail's depreciable property and equipment, including the related deferred tax effect of the differences in book and tax accounting bases for such assets, as all of the purchase price at acquisition was allocable to Conrail's tangible assets and liabilities. At December 31, 2024, our investment in Conrail exceeds our share of Conrail's underlying net equity by $469 million.

CRC owns and operates certain properties (the Shared Assets Areas) for the joint and exclusive benefit of NSR and CSX Transportation, Inc. (CSXT). The costs of operating the Shared Assets Areas are borne by NSR and CSXT based on usage. In addition, NSR and CSXT pay CRC a fee for access to the Shared Assets Areas. "Purchased services and rents" and "Fuel" include expenses payable to CRC for operation of the Shared Assets Areas totaling $198 million in 2024, $164 million in 2023, and $156 million in 2022. Future payments for access fees due to CRC under the Shared Assets Areas agreements are as follows: $47 million in each of 2025 through 2028 and $21 million thereafter. We provide certain general and administrative support functions to Conrail, the fees for which are billed in accordance with several service-provider arrangements and approximate $7 million annually.

"Accounts payable" includes $243 million at December 31, 2024, and $198 million at December 31, 2023, due to Conrail for the operation of the Shared Assets Areas. "Other liabilities" includes $534 million at December 31, 2024 and 2023, respectively, for long-term advances from Conrail, maturing in 2050 that bear interest at an average rate of 1.31%.

Our equity in Conrail's earnings, net of amortization, was $89 million for 2024, $70 million for 2023, and $58 million for 2022. These amounts partially offset the costs of operating the Shared Assets Areas and are included in "Purchased services and rents." Equity in Conrail's earnings is included in the "Other – net" line item within operating activities in the Consolidated Statements of Cash Flows.

Investment in TTX

We and six other North American railroads collectively own TTX, a railcar pooling company that provides its owner-railroads with standardized fleets of intermodal, automotive, and general use railcars at stated rates. We have a 19.78% ownership interest in TTX.

Expenses incurred for use of TTX equipment are included in "Purchased services and rents." This amounted to $295 million, $274 million, and $256 million, respectively, for the years ended December 31, 2024, 2023 and 2022. Our equity in TTX's earnings partially offsets these costs and totaled $48 million for 2024, $47 million for 2023 and $53 million for 2022. Equity in TTX's earnings is included in the "Other – net" line item within operating activities in the Consolidated Statements of Cash Flows.

8. Properties

December 31, 2024	Cost	Accumulated Depreciation	Net Book Value	Depreciation Rate [1]
		($ in millions)		
Land	$ 4,125	$ —	$ 4,125	—
Roadway:				
Rail and other track material	8,402	(2,098)	6,304	2.44%
Ties	6,450	(1,860)	4,590	3.35%
Ballast	3,339	(1,005)	2,334	2.73%
Construction in process	680	—	680	—
Other roadway	15,038	(4,589)	10,449	2.73%
Total roadway	33,909	(9,552)	24,357	
Equipment:				
Locomotives	6,242	(2,180)	4,062	3.66%
Freight cars	2,733	(1,021)	1,712	2.45%
Computers and software	1,149	(570)	579	9.88%
Construction in process	236	—	236	—
Other equipment	1,304	(558)	746	4.60%
Total equipment	11,664	(4,329)	7,335	
Other property	90	(76)	14	2.48%
Total properties	$ 49,788	$ (13,957)	$ 35,831	

December 31, 2023	Cost	Accumulated Depreciation	Net Book Value	Depreciation Rate [1]
		($ in millions)		
Land	$ 2,439	$ —	$ 2,439	—
Roadway:				
Rail and other track material	8,011	(2,006)	6,005	2.41%
Ties	6,205	(1,773)	4,432	3.42%
Ballast	3,224	(937)	2,287	2.80%
Construction in process	522	—	522	—
Other roadway	14,663	(4,290)	10,373	2.72%
Total roadway	32,625	(9,006)	23,619	
Equipment:				
Locomotives	6,091	(2,105)	3,986	3.64%
Freight cars	2,792	(1,037)	1,755	2.42%
Computers and software	1,042	(542)	500	9.36%
Construction in process	271	—	271	—
Other equipment	1,241	(501)	740	4.61%
Total equipment	11,437	(4,185)	7,252	
Other property	90	(74)	16	2.48%
Total properties	$ 46,591	$ (13,265)	$ 33,326	

[1] Composite annual depreciation rate for the underlying assets, excluding the effects of the amortization of any deficiency (or excess) that resulted from our depreciation studies.

Acquisition of Assets of Cincinnati Southern Railway

On March 15, 2024, we completed the acquisition of a 337 mile railway line that extends from Cincinnati, Ohio to Chattanooga, Tennessee from the CSR for $1.7 billion. We previously operated this line subject to an operating lease agreement, which was terminated upon the close of the transaction. Lease expense associated with the prior operating lease agreement totaled $5 million, $26 million, and $25 million in 2024, 2023, and 2022, respectively. The purchase price was allocated to the assets acquired in the transaction. The asset purchase is reflected in "Properties less accumulated depreciation" on the Consolidated Balance Sheet and is distinctly identified in the "Cash flows from investing activities" section of the Consolidated Statement of Cash Flows.

Sales of Railway Lines

On September 5, 2024, we consummated a transaction with the VPRA to sell a railway line ("Manassas Line") to support the expansion of passenger rail service in the Commonwealth of Virginia. The total purchase price to be paid by the VPRA is $357 million and we received $315 million in cash proceeds at closing. The remainder of the proceeds are expected to be received by the end of 2027. The total gain recognized as a result of the transaction was $323 million. Additionally, the VPRA also agreed to exchange a railway line ("V-Line") in consideration for the land and above ground assets described as the "Seminary Passage." This transaction closed in November 2024 and

the gain recognized as a result of the transaction was $53 million.

On September 6, 2024, we consummated an agreement with the City of Charlotte to sell a railway line between Charlotte and Mecklenburg County, NC in exchange for $74 million. The cash proceeds from the transaction were received at closing and the transaction resulted in a gain of $57 million.

The gains from these transactions are reflected in "Gains and losses on properties" and cash proceeds are included in "Property sales and other transactions" on the Consolidated Statement of Cash Flows.

Capitalized Interest

Total interest cost incurred on debt was $833 million, $743 million, and $708 million during 2024, 2023, and 2022, respectively, of which $26 million, $21 million, and $16 million was capitalized during 2024, 2023, and 2022, respectively.

9. Current Liabilities

	December 31,	
	2024	**2023**
	($ in millions)	
Accounts payable:		
Accounts and wages payable	$ 985	$ 997
Due to Conrail (Note 7)	243	198
Casualty and other claims (Note 18)	216	186
Vacation liability	146	144
Other	114	113
Total	$ 1,704	$ 1,638
Other current liabilities:		
Current Eastern Ohio incident liability (Note 18)	$ 585	$ 346
Interest payable	204	193
Current operating lease liability (Note 11)	81	105
Pension benefit obligations (Note 13)	21	21
Other	58	63
Total	$ 949	$ 728

10. Debt

Debt maturities are presented below:

	December 31, 2024	December 31, 2023
	($ in millions)	
Notes and debentures, with weighted-average interest rates as of December 31, 2024:		
4.08% maturing to 2029	$ 2,981	$ 2,981
4.33% maturing 2030 to 2034	2,883	2,883
4.28% maturing 2037 to 2064	10,847	10,847
5.22% maturing 2097 to 2121	1,384	1,384
Finance leases	13	17
Discounts, premiums, and debt issuance costs	(902)	(933)
Total debt	17,206	17,179
Less current maturities and short-term debt	(555)	(4)
Long-term debt excluding current maturities and short-term debt	$ 16,651	$ 17,175

Long-term debt maturities subsequent to 2025 are as follows:	
2026	$ 602
2027	621
2028	602
2029	610
2030 and subsequent years	14,216
Total	$ 16,651

In June 2024, we entered into an agreement that provides us the ability to issue up to $800 million of unsecured commercial paper and is backed by our credit agreement. The unsecured short-term commercial paper program provides for borrowing at prevailing rates and includes covenants. At December 31, 2024, we had no outstanding commercial paper.

In May 2024, we renewed our accounts receivable securitization program with a maximum borrowing capacity of $400 million. Amounts under our accounts receivable securitization program are borrowed and repaid from time to time in the ordinary course for general corporate and cash management purposes. The term of our accounts receivable securitization program expires in May 2025. Amounts received under this facility are accounted for as borrowings. We had no amounts outstanding under this program and our available borrowing capacity was $400 million at both December 31, 2024, and December 31, 2023. Our accounts receivable securitization program was supported by $790 million and $903 million in receivables at December 31, 2024 and December 31, 2023, respectively, which are included in "Accounts receivable – net."

Credit Agreement and Debt Covenants

In January 2024, we renewed and amended our $800 million credit agreement. The amended agreement expires in January 2029, and provides for borrowings at prevailing rates and includes covenants. We had no amounts outstanding under this facility at either December 31, 2024 or December 31, 2023, and we are in compliance with all of its covenants.

In January 2024, we entered into a term loan credit agreement that established a 364-day, $1.0 billion, unsecured delayed draw term loan facility under which we could borrow for general corporate purposes. The term loan credit agreement provided for borrowing at prevailing rates and included covenants that align with the $800 million credit agreement. The term loan expired undrawn in October 2024.

11. Leases

We are committed under long-term lease agreements for equipment, lines of road, and other property. We combine lease and non-lease components for new and reassessed leases. Some of these agreements are variable lease agreements that include usage-based payments. These agreements contain payment provisions that depend on an index or rate, initially measured using the index or rate at the lease commencement date, and are therefore not included in our future minimum lease payments. Our long-term lease agreements do not contain any material restrictive covenants.

Our equipment leases have remaining terms of less than 1 year to 7 years and our lines of road and land leases have remaining terms of less than 1 year to 133 years. Some of these leases include options to extend the leases for up to 99 years and some include options to terminate the leases within 30 days. Because we are not reasonably certain to exercise these renewal options, the options are not considered in determining the lease term, and associated payments are excluded from future minimum lease payments.

Leases with an initial term of twelve months or less are not recorded on the balance sheet. We recognize lease expense for these leases on a straight-line basis over the lease term.

Operating lease amounts included on the Consolidated Balance Sheets are as follows:

		December 31,	
		2024	2023
		($ in millions)	
	Classification		
Assets			
Right-of-use (ROU) assets	Other assets	$ 271	$ 390
Liabilities			
Current lease liabilities	Other current liabilities	$ 81	$ 105
Non-current lease liabilities	Other liabilities	191	287
Total lease liabilities		$ 272	$ 392

The components of total lease expense, primarily included in "Purchased services and rents," are as follows:

	2024	2023	2022
	($ in millions)		
Operating lease expense	$ 102	$ 115	$ 101
Variable lease expense	84	84	55
Short-term lease expense	10	15	18
Total lease expense	$ 196	$ 214	$ 174

In March 2019, we entered into a non-cancellable lease for an office building. In 2021, the construction of the office building was completed, and the lease commenced. The initial lease term is five years with options to renew, purchase, or sell the office building at the end of the lease term. The lease contains a residual value guarantee of up to eighty-three percent of the total construction cost of $499 million.

Other information related to operating leases is as follows:

	December 31, 2024	2023
Weighted-average remaining lease term (years) on operating leases	6.64	6.12
Weighted-average discount rates on operating leases	3.96%	3.78%

As the rates implicit in most of our leases are not readily determinable, we use a collateralized incremental borrowing rate based on the information available at the lease commencement date in determining the present value of future payments. We use the portfolio approach and group leases into short-, medium-, and long-term categories, applying the corresponding incremental borrowing rates to these categories.

During 2024 and 2023, respectively, ROU assets obtained in exchange for new operating lease liabilities were $21 million and $65 million, respectively. Cash paid for amounts included in the measurement of lease liabilities was $102 million and $117 million in 2024 and 2023, respectively, and is included in operating cash flows.

Future minimum lease payments under non-cancellable operating leases are as follows:

	December 31, 2024 *($ in millions)*
2025	$ 89
2026	69
2027	47
2028	35
2029	27
2030 and subsequent years	47
Total lease payments	314
Less: Interest	42
Present value of lease liabilities	$ 272

	December 31, 2023
	($ in millions)
2024	$ 116
2025	105
2026	85
2027	42
2028	30
2029 and subsequent years	66
Total lease payments	444
Less: Interest	52
Present value of lease liabilities	$ 392

12. Other Liabilities

	December 31,	
	2024	2023
	($ in millions)	
Long-term advances from Conrail (Note 7)	$ 534	$ 534
Net pension obligations (Note 13)	252	279
Casualty and other claims (Note 18)	229	221
Non-current operating lease liability (Note 11)	191	287
Net other postretirement benefit obligations (Note 13)	133	172
Non-current Eastern Ohio incident liability (Note 18)	103	118
Deferred compensation	90	80
Other	228	148
Total	$ 1,760	$ 1,839

13. Pensions and Other Postretirement Benefits

We have both funded and unfunded defined benefit pension plans covering eligible employees. We also provide specified health care benefits to eligible retired employees; these plans can be amended or terminated at our option. Under our self-insured retiree health care plan, for those participants who are not Medicare-eligible, certain health care expenses are covered for retired employees and their dependents, reduced by any deductibles, coinsurance, and, in some cases, coverage provided under other group insurance policies. Eligible retired participants and their spouses who are Medicare-eligible are not covered under the self-insured retiree health care plan, but instead are provided with an employer-funded health reimbursement account which can be used for reimbursement of health insurance premiums or eligible out-of-pocket medical expenses.

Pension and Other Postretirement Benefit Obligations and Plan Assets

	Pension Benefits		Other Postretirement Benefits	
	2024	2023	2024	2023
	($ in millions)			
Change in benefit obligations:				
Benefit obligation at beginning of year	$ 2,151	$ 2,051	$ 310	$ 326
Service cost	26	25	4	4
Interest cost	107	108	15	17
Actuarial (gains) losses	(91)	122	(21)	1
Plan amendments	—	—	—	(5)
Benefits paid	(155)	(155)	(32)	(33)
Curtailment	—	—	2	—
Benefit obligation at end of year	2,038	2,151	278	310
Change in plan assets:				
Fair value of plan assets at beginning of year	2,503	2,260	138	122
Actual return on plan assets	181	375	21	21
Employer contributions	22	23	18	28
Benefits paid	(155)	(155)	(32)	(33)
Fair value of plan assets at end of year	2,551	2,503	145	138
Funded status at end of year	$ 513	$ 352	$ (133)	$ (172)
Amounts recognized in the Consolidated Balance Sheets:				
Other assets	$ 786	$ 652	$ —	$ —
Other current liabilities	(21)	(21)	—	—
Other liabilities	(252)	(279)	(133)	(172)
Net amount recognized	$ 513	$ 352	$ (133)	$ (172)
Amounts included in accumulated other comprehensive loss (before tax):				
Net (gain) loss	$ 488	$ 574	$ (56)	$ (28)
Prior service benefit	(4)	(5)	(113)	(156)

Our accumulated benefit obligation for our defined benefit pension plans is $1.9 billion and $2.0 billion at December 31, 2024 and 2023, respectively. Our unfunded pension plans, included above, which in all cases have no assets, had projected benefit obligations of $273 million and $300 million at December 31, 2024 and 2023, respectively, and had accumulated benefit obligations of $256 million and $273 million at December 31, 2024 and 2023, respectively.

Pension and Other Postretirement Benefit Cost Components

	2024	2023	2022
		($ in millions)	
Pension benefits:			
Service cost	$ 26	$ 25	$ 40
Interest cost	107	108	67
Expected return on plan assets	(203)	(208)	(213)
Amortization of net losses	17	4	49
Amortization of prior service benefit	(1)	(1)	—
Net benefit	$ (54)	$ (72)	$ (57)
Other postretirement benefits:			
Service cost	$ 4	$ 4	$ 6
Interest cost	15	17	9
Expected return on plan assets	(11)	(11)	(13)
Amortization of net gains	(1)	—	—
Amortization of prior service benefit	(23)	(26)	(25)
Curtailment gain	(20)	—	—
Net benefit	$ (36)	$ (16)	$ (23)

The service cost component of defined benefit pension cost and other postretirement benefit cost are reported within "Compensation and benefits" and all other components are presented in "Other income – net" on the Consolidated Statements of Income.

During 2024, we commenced voluntary and involuntary separation programs to reduce our nonagreement workforce. Through these programs, approximately 350 employees were separated from service by May 2024. In accordance with FASB ASC Topic 715, "*Compensation-Retirement Benefits*," we evaluated whether a curtailment of our pension and other postretirement benefit plans had occurred. While the reduction in our workforce did not result in a curtailment to our pension benefit plans, a curtailment to our other postretirement benefit plan did occur as the future years of service of plan participants were reduced in excess of 10%. As a result, we recognized a curtailment gain of $20 million in 2024 for the impacted portion of the prior service benefit previously recorded within accumulated other comprehensive loss.

Other Changes in Plan Assets and Benefit Obligations Recognized in Other Comprehensive Income

	2024	
	Pension Benefits	Other Postretirement Benefits
	($ in millions)	
Net gains arising during the year	$ (69)	$ (31)
Amortization of net gains (losses)	(17)	1
Amortization of prior service benefit	1	23
Prior service benefit due to curtailment	—	20
Effect of curtailment	—	2
Total recognized in other comprehensive income	$ (85)	$ 15
Total recognized in net periodic cost and other comprehensive income	$ (139)	$ (21)

Net gains arising during the year for both pension benefits and other postretirement benefits were due primarily to an increase in discount rates, in addition to higher actual returns on plan assets for our other postretirement benefit plan assets.

The estimated net losses and prior service credits for the pension plans that will be amortized from accumulated other comprehensive loss into net periodic cost over the next year are $22 million. The estimated prior service benefit and net gains for the other postretirement benefit plans that will be amortized from accumulated other comprehensive loss into net periodic benefit over the next year is $24 million.

Pension and Other Postretirement Benefits Assumptions

Costs for pension and other postretirement benefits are determined based on actuarial valuations that reflect appropriate assumptions as of the measurement date, ordinarily the beginning of each year. The funded status of the plans is determined using appropriate assumptions as of each year end. A summary of the major assumptions follows:

	2024	2023	2022
Pension funded status:			
Discount rate	5.73%	5.23%	5.56%
Future salary increases	4.44%	4.44%	4.44%
Other postretirement benefits funded status:			
Discount rate	5.52%	5.11%	5.45%
Pension cost:			
Discount rate - service cost	5.41%	5.75%	3.25%
Discount rate - interest cost	5.10%	5.40%	2.45%
Return on assets in plans	8.00%	8.00%	8.00%
Future salary increases	4.44%	4.44%	4.44%
Other postretirement benefits cost:			
Discount rate - service cost	5.81%	5.56%	3.01%
Discount rate - interest cost	5.58%	5.23%	2.13%
Return on assets in plans	7.75%	7.75%	7.75%
Health care trend rate	6.50%	7.00%	6.50%

To determine the discount rates used to measure our benefit obligations, we utilize analyses in which the projected annual cash flows from the pension and other postretirement benefit plans were matched with yield curves based on an appropriate universe of high-quality corporate bonds. We use the results of the yield curve analyses to select the discount rates that match the payment streams of the benefits in these plans.

We use a spot rate approach to estimate the service cost and interest cost components of net periodic benefit cost for our pension and other postretirement benefit plans.

Health Care Cost Trend Assumptions

For measurement purposes at December 31, 2024, increases in the per capita cost of pre-Medicare covered health care benefits were assumed to be 6.5% for 2025. We assume the rate will ratably decrease to an ultimate rate of 5.0% for 2031 and remain at that level thereafter.

Asset Management

Twelve investment firms manage our defined benefit pension plan's assets under investment guidelines approved by our Benefits Investment Committee that is composed of members of our management. Investments are restricted to domestic and international equity securities, domestic and international fixed income securities, and unleveraged exchange-traded options and financial futures. Limitations restrict investment concentration and use of certain derivative investments. The target asset allocation for equity is 75% of the pension plan's assets. Fixed income investments must consist predominantly of securities rated investment grade or higher. Equity investments must be in liquid securities listed on national exchanges. No investment is permitted in our securities (except through commingled pension trust funds).

Our pension plan's weighted-average asset allocations, by asset category, were as follows:

	Percentage of Plan Assets at December 31,	
	2024	2023
Domestic equity securities	52%	50%
Debt securities	25%	24%
International equity securities	22%	24%
Cash and cash equivalents	1%	2%
Total	100%	100%

The other postretirement benefit plan assets consist primarily of trust-owned variable life insurance policies with an asset allocation at December 31, 2024 of 65% in equity securities and 35% in debt securities compared with 66% in equity securities and 34% in debt securities at December 31, 2023. The target asset allocation for equity is between 50% and 75% of the plan's assets.

The plans' assumed future returns are based principally on the asset allocations and historical returns for the plans' asset classes determined from both actual plan returns and, over longer time periods, expected market returns for those asset classes. For 2025, we assume an 8.00% return on pension plan assets.

Fair Value of Plan Assets

The following is a description of the valuation methodologies used for pension plan assets measured at fair value.

Common stock: Shares held by the plan at year end are valued at the official closing price as defined by the exchange or at the most recent trade price of the security at the close of the active market.

Common collective trusts: The readily determinable fair value is based on the published fair value per unit of the trusts. The common collective trusts hold equity securities, fixed income securities and cash and cash equivalents.

Fixed income securities: Valued based on quotes received from independent pricing services or at an estimated price at which a dealer would pay for the security at year end using observable market-based inputs.

Commingled funds: The readily determinable fair value is based on the published fair value per unit of the funds. The commingled funds hold equity securities.

Cash and cash equivalents: Short-term Treasury bills or notes are valued at an estimated price at which a dealer would pay for the security at year end using observable market-based inputs; money market funds are valued at the closing price reported on the active market on which the funds are traded.

The following table sets forth the pension plan's assets by valuation technique level, within the fair value hierarchy. There were no level 3 valued assets at December 31, 2024 or 2023.

	December 31, 2024		
	Level 1	Level 2	Total
	($ in millions)		
Common stock	$ 1,054	$ —	$ 1,054
Common collective trusts:			
International equity securities	—	362	362
Debt securities	—	637	637
Domestic equity securities	—	346	346
Fixed income securities:			
Government and agencies securities	—	4	4
Commingled funds	—	123	123
Cash and cash equivalents	25	—	25
Total investments	$ 1,079	$ 1,472	$ 2,551

	December 31, 2023		
	Level 1	Level 2	Total
	($ in millions)		
Common stock	$ 1,192	$ —	$ 1,192
Common collective trusts:			
International equity securities	—	371	371
Debt securities	—	310	310
Domestic equity securities	—	166	166
Fixed income securities:			
Government and agencies securities	—	170	170
Corporate bonds	—	93	93
Mortgage and other asset-backed securities	—	32	32
Commingled funds	—	122	122
Cash and cash equivalents	47	—	47
Total investments	$ 1,239	$ 1,264	$ 2,503

The following is a description of the valuation methodologies used for other postretirement benefit plan assets measured at fair value.

> Trust-owned life insurance: Valued at our interest in trust-owned life insurance issued by a major insurance company. The underlying investments owned by the insurance company consist of a U.S. stock account and a U.S. bond account but may retain cash at times as well. The U.S. stock account and U.S. bond account are valued based on readily determinable fair values.

The other postretirement benefit plan assets consisted of trust-owned life insurance with fair values of $145 million and $138 million at December 31, 2024 and 2023, respectively, and are valued under level 2 of the fair value hierarchy. There were no level 1 or level 3 valued assets.

Contributions and Estimated Future Benefit Payments

In 2025, we expect to contribute approximately $21 million to our unfunded pension plans for payments to pensioners and approximately $30 million to our other postretirement benefit plans for retiree health and death benefits. We do not expect to contribute to our funded pension plan in 2025.

Benefit payments, which reflect expected future service, as appropriate, are expected to be paid as follows:

	Pension Benefits	Other Postretirement Benefits
	($ in millions)	
2025	$ 153	$ 30
2026	152	29
2027	150	27
2028	149	26
2029	148	25
Years 2030 – 2034	738	119

Other Postretirement Coverage

Under collective bargaining agreements, Norfolk Southern and certain subsidiaries participate in a multi-employer benefit plan, which provides certain postretirement health care and life insurance benefits to eligible craft employees. Premiums under this plan are expensed as incurred and totaled $9 million, $11 million, and $13 million in 2024, 2023, and 2022, respectively.

Section 401(k) Plans

Norfolk Southern and certain subsidiaries provide Section 401(k) savings plans for employees. Under the plans, we match a portion of employee contributions, subject to applicable limitations. Our matching contributions, recorded as an expense, totaled $25 million in both 2024 and 2023, and $22 million in 2022.

14. Stock-Based Compensation

Under the stockholder-approved LTIP, the Human Capital Management and Compensation Committee (Committee), which is made up of nonemployee members of the Board, or the Chief Executive Officer (when delegated authority by such Committee), may grant stock options, stock appreciation rights (SARs), restricted stock units (RSUs), restricted shares, performance share units (PSUs), and performance shares, up to a maximum of 104,125,000 shares of our Common Stock, of which 7,438,613 remain available for future grants as of December 31, 2024.

The number of shares remaining for issuance under the LTIP is reduced (i) by 1 for each award granted as a stock option or stock-settled SAR, or (ii) by 1.61 for an award made in the form other than a stock option or stock-settled SAR. Under the Board-approved Thoroughbred Stock Option Plan (TSOP), the Committee may grant stock options up to a maximum of 6,000,000 shares of Common Stock. We use newly issued shares to satisfy any exercises and awards under the LTIP and the TSOP.

The LTIP also permits the payment, on a current or a deferred basis and in cash or in stock, of dividend equivalents on shares of Common Stock covered by stock options, RSUs, or PSUs in an amount commensurate with regular quarterly dividends paid on Common Stock. With respect to stock options, if employment of the participant is terminated for any reason, including retirement, disability, or death, we have no further obligation to make any

dividend equivalent payments. Regarding RSUs, we have no further obligation to make any dividend equivalent payments unless employment of the participant is terminated as a result of qualifying retirement or disability. Should an employee terminate employment, they are not required to forfeit dividend equivalent payments already received. Outstanding PSUs do not receive dividend equivalent payments.

The Committee granted stock options, RSUs, and PSUs pursuant to the LTIP for the last three years as follows:

	2024		2023		2022	
	Granted	Weighted-Average Grant-Date Fair Value	Granted	Weighted-Average Grant-Date Fair Value	Granted	Weighted-Average Grant-Date Fair Value
Stock options	107,620	$ 77.38	69,580	$ 77.60	140,080	$ 61.32
RSUs	280,111	238.28	214,936	230.12	180,306	265.21
PSUs	64,990	258.60	59,200	236.16	58,945	272.22

Recipients of certain RSUs and PSUs pursuant to the LTIP who retire prior to December 31st will forfeit a portion of awards received in the current year. Receipt of certain LTIP awards is contingent on the recipient having executed a non-compete agreement with the company. Forfeitures are recognized as they occur.

We account for our grants of stock options, RSUs, PSUs, and dividend equivalent payments in accordance with FASB ASC 718, "*Compensation - Stock Compensation*." Accordingly, all awards result in charges to net income while dividend equivalent payments, which are all related to equity classified awards, are charged to retained income. Compensation cost for the awards is recognized on a straight-line basis over the requisite service period for the entire award. Related compensation costs and tax benefits during the years were:

	2024	2023	2022
		($ in millions)	
Stock-based compensation expense	$ 40	$ 40	$ 53
Total tax benefit	11	15	27

Stock Options

Option exercise prices will be at least the higher of (i) the average of the high and low prices at which Common Stock is traded on the grant date, or (ii) the closing price of Common Stock on the grant date. All options are subject to a vesting period of at least one year, and the term of the option will not exceed ten years. Holders of the options granted under the LTIP who remain actively employed receive cash dividend equivalent payments for four years in an amount equal to the regular quarterly dividends paid on Common Stock.

For all years prior to 2024, options granted under the LTIP and the TSOP may not be exercised prior to the fourth and third anniversaries of the date of grant, respectively, or if the optionee retires or dies before that anniversary date, may not be exercised before the later of one year after the grant date or the date of the optionee's retirement or death. Beginning in 2024, a prorated portion of the total LTIP award will vest on the first anniversary of the grant date continuing annually through the fourth anniversary of the grant date.

The fair value of each option awarded was measured on the date of grant using the Black-Scholes valuation model. Expected volatility is based on implied volatility from traded options on, and historical volatility of, Common Stock. Historical data is used to estimate option exercises and employee terminations within the valuation model. Historical exercise data is used to estimate the average expected option term. The average risk-free interest rate is based on the U.S. Treasury yield curve in effect at the time of grant. A dividend yield of zero was used for the LTIP

options during the vesting period. For 2024, 2023, and 2022, a dividend yield of 2.25%, 2.24%, and 1.85%, respectively, was used for the vested period during the remaining expected option term for LTIP options.

The assumptions for the LTIP grants for the last three years are shown in the following table:

	2024	2023	2022
Average expected volatility	28%	27%	27%
Average risk-free interest rate	3.93%	3.54%	1.80%
Average expected option term	6.7 years	7.0 years	6.5 years

A summary of changes in stock options is presented below:

	Stock Options	Weighted-Average Exercise Price
Outstanding at December 31, 2023	743,397	$ 155.17
Granted	107,620	242.06
Exercised	(348,533)	120.95
Forfeited	(129,820)	250.29
Outstanding at December 31, 2024	372,664	179.14

The aggregate intrinsic value of options outstanding at December 31, 2024 was $25 million with a weighted-average remaining contractual term of 4.5 years. Of these options outstanding, 247,725 were exercisable and had an aggregate intrinsic value of $25 million with a weighted-average exercise price of $141.19 and a weighted-average remaining contractual term of 2.7 years.

The following table provides information related to options exercised for the last three years:

	2024	2023	2022
		($ in millions)	
Options exercised	348,533	206,016	307,660
Total intrinsic value	$ 46	$ 27	$ 54
Cash received upon exercise	41	19	25
Related tax benefits realized	8	6	12

At December 31, 2024, total unrecognized compensation related to options granted under the LTIP was $3 million, and is expected to be recognized over a weighted-average period of approximately 2.6 years.

Restricted Stock Units

RSUs granted primarily have a four-year ratable restriction period and will be settled through the issuance of shares of Common Stock. Certain RSU grants include cash dividend equivalent payments during the restriction period in an amount equal to regular quarterly dividends paid on Common Stock. The fair value of each RSU was measured on the date of grant as the average of the high and low prices at which Common Stock is traded on the grant date, adjusted for the impact of dividend equivalent payments as applicable.

	2024	2023	2022
		($ in millions)	
RSUs vested	171,620	157,417	249,138
Common Stock issued net of tax withholding	118,365	110,069	175,781
Related tax benefits realized	$ 1	$ 1	$ 5

A summary of changes in RSUs is presented below:

	RSUs	Weighted-Average Grant-Date Fair Value
Nonvested at December 31, 2023	433,858	$ 239.21
Granted	280,111	238.28
Vested	(171,620)	234.80
Forfeited	(73,480)	235.84
Nonvested at December 31, 2024	468,869	240.80

At December 31, 2024, total unrecognized compensation related to RSUs was $52 million and is expected to be recognized over a weighted-average period of approximately 2.6 years.

Performance Share Units

PSUs provide for awards based on the achievement of certain predetermined corporate performance goals at the end of a three-year cycle and are settled through the issuance of shares of Common Stock. All PSUs will earn out based on the achievement of performance conditions and some will also earn out based on a market condition. The market condition fair value was measured on the date of grant using a Monte Carlo simulation model.

	2024	2023	2022
		($ in millions)	
PSUs earned	41,580	58,599	86,420
Common Stock issued net of tax withholding	26,056	40,255	54,651
Related tax benefits realized	$ —	$ —	$ 1

A summary of changes in PSUs is presented below:

	PSUs	Weighted-Average Grant-Date Fair Value
Balance at December 31, 2023	136,709	$ 247.28
Granted	64,990	258.60
Earned	(41,580)	240.64
Forfeited	(85,095)	251.40
Balance at December 31, 2024	75,024	256.08

At December 31, 2024, total unrecognized compensation related to PSUs granted under the LTIP was $2 million and is expected to be recognized over a weighted-average period of approximately 1.9 years.

Shares Available and Issued

Shares of Common Stock available for future grants and issued in connection with all features of the LTIP and the TSOP at December 31, were as follows:

	2024	2023	2022
Available for future grants:			
LTIP	7,438,613	7,731,573	8,238,993
TSOP	437,746	436,571	436,402
Issued:			
LTIP	444,189	315,700	503,090
TSOP	48,765	40,640	35,002

15. Stockholders' Equity

Common Stock

Common Stock is reported net of shares held by our consolidated subsidiaries (Treasury Shares). Treasury Shares at December 31, 2024 and 2023 amounted to 20,320,777, with a cost of $19 million at both dates.

Accumulated Other Comprehensive Loss

The components of "Other comprehensive income" reported in the Consolidated Statements of Comprehensive Income and changes in the cumulative balances of "Accumulated other comprehensive loss" reported in the Consolidated Balance Sheets consisted of the following:

	Balance at Beginning of Year	Net Income	Reclassification Adjustments	Balance at End of Year
		($ in millions)		
Year ended December 31, 2024				
Pensions and other postretirement liabilities	$ (292)	$ 74	$ (22)	$ (240)
Other comprehensive income of equity investees	(28)	6	—	(22)
Accumulated other comprehensive loss	$ (320)	$ 80	$ (22)	$ (262)
Year ended December 31, 2023				
Pensions and other postretirement liabilities	$ (319)	$ 44	$ (17)	$ (292)
Other comprehensive income of equity investees	(32)	4	—	(28)
Accumulated other comprehensive loss	$ (351)	$ 48	$ (17)	$ (320)

Other Comprehensive Income

"Other comprehensive income" reported in the Consolidated Statements of Comprehensive Income consisted of the following:

	Pretax Amount	Tax (Expense) Benefit	Net-of-Tax Amount
		($ in millions)	
Year ended December 31, 2024			
Net gain arising during the year:			
Pensions and other postretirement benefits	$ 98	$ (24)	$ 74
Reclassification adjustments for costs included in net income	(28)	6	(22)
Subtotal	70	(18)	52
Other comprehensive income of equity investees	7	(1)	6
Other comprehensive income	$ 77	$ (19)	$ 58
Year ended December 31, 2023			
Net gain arising during the year:			
Pensions and other postretirement benefits	$ 59	$ (15)	$ 44
Reclassification adjustments for costs included in net income	(23)	6	(17)
Subtotal	36	(9)	27
Other comprehensive income of equity investees	4	—	4
Other comprehensive income	$ 40	$ (9)	$ 31
Year ended December 31, 2022			
Net gain arising during the year:			
Pensions and other postretirement benefits	$ 27	$ (7)	$ 20
Reclassification adjustments for costs included in net income	24	(7)	17
Subtotal	51	(14)	37
Other comprehensive income of equity investees	17	(3)	14
Other comprehensive income	$ 68	$ (17)	$ 51

16. Stock Repurchase Programs

We did not repurchase any shares of Common Stock under our stock repurchase program in 2024, while we repurchased and retired 2.8 million and 12.6 million shares of Common Stock under our stock repurchase programs in 2023 and 2022, respectively, at a cost of $627 million and $3.1 billion, respectively, inclusive of excise taxes.

On March 29, 2022, our Board of Directors authorized a new program for the repurchase of up to $10.0 billion of Common Stock beginning April 1, 2022. As of December 31, 2024, $6.9 billion remains authorized for repurchase. Our previous share repurchase program terminated on March 31, 2022.

17. Earnings Per Share

The following table sets forth the calculation of basic and diluted earnings per share:

	Basic			Diluted		
	2024	2023	2022	2024	2023	2022
	($ in millions except per share amounts, shares in millions)					
Net income	$ 2,622	$ 1,827	$ 3,270	$ 2,622	$ 1,827	$ 3,270
Dividend equivalent payments	(3)	(3)	(2)	(2)	(3)	(1)
Income available to common stockholders	$ 2,619	$ 1,824	$ 3,268	$ 2,620	$ 1,824	$ 3,269
Weighted-average shares outstanding	226.1	226.9	234.8	226.1	226.9	234.8
Dilutive effect of outstanding options and share-settled awards				0.3	0.5	0.8
Adjusted weighted-average shares outstanding				226.4	227.4	235.6
Earnings per share	$ 11.58	$ 8.04	$ 13.92	$ 11.57	$ 8.02	$ 13.88

In each year, dividend equivalent payments were made to certain holders of stock options and RSUs. For purposes of computing basic earnings per share, dividend equivalent payments made to holders of stock options and RSUs were deducted from net income to determine income available to common stockholders. For purposes of computing diluted earnings per share, we evaluate on a grant-by-grant basis those stock options and RSUs receiving dividend equivalent payments under the two-class and treasury stock methods to determine which method is more dilutive for each grant. For those grants for which the two-class method was more dilutive, net income was reduced by dividend equivalent payments to determine income available to common stockholders. The dilution calculations exclude options having exercise prices exceeding the average market price of Common Stock as follows: 0.1 million for the years ended December 31, 2024, 2023, and 2022.

18. Commitments and Contingencies

Eastern Ohio Incident

Summary

On February 3, 2023, a train operated by us derailed in East Palestine, Ohio. The derailed equipment included 38 railcars, 11 of which were non-Company-owned tank cars containing hazardous materials. Fires associated with the derailment threatened certain tank cars. There was concern that the pressure inside of the tank cars carrying vinyl chloride was rising and that the pressure relief devices were no longer functioning properly, which would have

posed the risk of a catastrophic explosion. As a consequence, on February 6, 2023, the local incident commander (the East Palestine Fire Chief)—in consultation with the incident command that included, among others, federal, state and local officials and Norfolk Southern—opted to conduct a controlled vent and burn of five derailed tank cars, all of which contained vinyl chloride. This procedure involved creating holes in the five tank cars to drain the vinyl chloride into adjacent trenches that had been dug into the ground where the vinyl chloride was ignited and burned. Any remaining materials released from the derailment or during the vent and burn have been or are being remediated. The February 3rd derailment, the associated fire, and the resulting vent and burn of the tank cars containing vinyl chloride on February 6th is hereinafter referred to as the "Incident."

In response to the Incident, we have been working to clean the site safely and thoroughly, including those activities described in the Environmental Matters section below with respect to potentially impacted air, soil, and water and to monitor for any impact on public health and the environment. We are working with federal, state, and local officials to mitigate impacts from the Incident, including, among other efforts, conducting environmental monitoring and clean-up activities (as more fully described below), and operating a field office to provide support to members of East Palestine and the surrounding communities.

Financial Impact

Although we cannot predict the final outcome or estimate the reasonably possible range of loss related to the Incident with certainty, we have accrued amounts for probable and reasonably estimable liabilities for those environmental and non-environmental matters described below. Certain costs incurred thus far and related to the Incident may be recoverable under our insurance policies in effect at the date of the Incident or from third parties. For additional information about our insurance coverage, see "Insurance" below. Any additional amounts recoverable under our insurance policies or from third parties will be reflected in future periods when recovery is considered probable.

Amounts recorded related to the Incident, including outstanding liabilities at the end of each year, are summarized in the table below. Our current estimates of probable and reasonably estimable liabilities principally associated with environmental matters and legal proceedings are discussed in further detail below.

	Environmental Matters	Legal Contingencies and Other	Total	Insurance Recoveries	Total - Net of Recoveries
			($ in millions)		
At December 31, 2022	$ —	$ —	$ —	$ —	$ —
Expense/(Recoveries)	836	381	1,217	(101)	1,116
(Payments)/Receipts	(517)	(236)	(753)	101	(652)
At December 31, 2023	$ 319	$ 145	$ 464	$ —	$ 464
Expense/(Recoveries)	190	785	975	(650)	325
(Payments)/Receipts	(265)	(486)	(751)	632	(119)
At December 31, 2024	$ 244	$ 444	$ 688	$ (18)	$ 670

At December 31, 2024 and December 31, 2023, we have also recorded a deferred tax asset (Note 5) of $211 million and $249 million, respectively, related to the Incident expecting that certain expenses will be deductible for tax purposes in future periods or offset with insurance recoveries.

Environmental Matters – In response to the Incident, we have been working with federal, state, and local officials such as the U.S. Environmental Protection Agency (EPA), the Ohio EPA, the Pennsylvania Department of Environmental Protection (DEP), and the Columbiana County Health District to conduct environmental response and remediation activities, some of which have concluded and some which are continuing, including but not limited to, excavating and disposing of potentially affected soil (based on

sampling results), air monitoring, indoor air quality screenings, municipal water and private water well testing, residential, commercial, and agricultural soil sampling, surface water and groundwater sampling, re-routing a local waterway around the affected site, and capturing and shipping stormwater that enters the impacted derailment site to proper disposal facilities. The EPA issued a Unilateral Administrative Order (UAO) on February 21, 2023, containing various requirements, including the submission of numerous work plans to assess and remediate various environmental media and performance of certain removal actions at the affected site. On February 24, 2023, we submitted to the EPA our Notice of Intent to Comply with the UAO. We continue to conduct environmental assessment and remediation activities pursuant to the UAO and the directives issued thereunder, including sampling and excavating soil (if needed based on sampling results) at the affected site, including areas beneath our tracks. On October 18, 2023, the U.S. EPA issued a second unilateral order under Section 311(c) of the Clean Water Act (CWA Order), requiring preparation of additional environmental work plans to address local waterways. We timely submitted our Notice of Intent to Comply with the CWA Order and continue to complete environmental assessment and remediation as required by the EPA, as well as state agencies, in compliance with the CWA Order. Once approved by the court, the proposed Consent Decree (discussed below) will supersede the UAO and CWA Order.

We are also subject to the following legal proceedings that principally relate to the environmental impact of the Incident:

- The U.S. DOJ filed a civil complaint on behalf of the U.S. EPA (the DOJ Complaint) in the Northern District of Ohio (Eastern Division) seeking injunctive relief and civil penalties for alleged violations of the CWA and cost recovery under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). The Ohio Attorney General (AG) also filed a lawsuit (the Ohio Complaint) in the Northern District of Ohio (Eastern Division) seeking damages for a variety of common law and environmental statutory claims under CERCLA and various state laws. The DOJ and Ohio AG cases have been consolidated for discovery purposes. We have filed an answer, and discovery is ongoing in the Ohio AG case. On June 30, 2023, we filed third-party claims against certain railcar defendants and shippers involved in the Incident. The Court dismissed the third party claims on March 6, 2024, and on March 26, 2024, we filed a motion requesting the Court to enter partial final judgment as to the third party claims. On May 23, 2024, DOJ and the Company reached a settlement to resolve all of the government's civil claims against the Company related to the Incident, and jointly lodged a proposed Consent Decree with the court. As proposed, the Consent Decree will require the Company to pay for the federal government's oversight costs of $57 million through November 30, 2023 as well as additional oversight costs from December 1, 2023 until the remediation is complete. The proposed Consent Decree also requires the Company to pay a civil penalty of $15 million for alleged violations of the CWA. Other provisions of the proposed Consent Decree relate to injunctive relief for safety, community support including medical and mental health programs, and environmental support, which provisions, if approved by the court, will be in effect between five years to twenty years. The proposed Consent Decree was subject to a mandatory public comment period, which ended on August 2, 2024, and DOJ filed a motion on October 10, 2024 seeking entry of the Consent Decree. The Ohio AG did not join this settlement and its claims remain outstanding and are proceeding.

In accordance with FASB ASC 410-30 "*Environmental Liabilities,*" we have recognized probable and reasonably estimable liabilities in connection with the foregoing environmental matters. Our current estimate includes ongoing and future environmental cleanup activities and remediation efforts, governmental oversight costs (including those incurred by the EPA and the Ohio EPA), and other related costs, including those in connection with the proposed DOJ Consent Decree (including civil penalties related to alleged violations of the CWA). Our current estimates of future environmental cleanup and remediation liabilities related to the Incident may change over time due to various factors, including but not limited to, the nature and extent of required future cleanup and removal activities (including those resulting from soil, water, and sediment remediation activities that are currently being, and will continue to be, conducted at the site), and the extent and duration of governmental oversight, amongst other factors. As

clean-up efforts progress and more information is available, we will review these estimates and revise as appropriate.

Legal Proceedings and Claims (Non-Environmental) – To date, numerous non-environmental legal actions have commenced with respect to the Incident, including those more specifically set forth below.

- There is a consolidated putative class action pending in the Northern District of Ohio (Eastern Division) (the Ohio Class Action) in which plaintiffs allege various claims, including negligence, gross negligence, strict liability, and nuisance, and seeking as relief compensatory and punitive damages, medical monitoring and business losses. On July 12, 2023, we filed a third-party complaint bringing in multiple parties involved in the Incident. Fact discovery ended on February 5, 2024. The Court denied in part and granted in part all motions to dismiss, as to the plaintiffs' case and as to our third-party complaint, on March 13, 2024. On April 26, 2024, we entered into a class action settlement with the plaintiffs to resolve the Ohio Class Action for $600 million. The settlement agreement resolves all class action claims within a 20-mile radius from the derailment and, for those residents who choose to participate, personal injury claims within a 10-mile radius from the derailment. The settlement agreement does not resolve, and expressly preserves, our third-party claims in the third-party complaint. The district court granted final approval of the settlement on September 27, 2024, which was subsequently appealed. We made a partial payment of the settlement in 2024, in the amount of $315 million. Payment of the remaining balance, including timing, is dependent upon resolution of any appeals to the settlement.

  Another putative class action is pending in the Western District of Pennsylvania, brought by Pennsylvania school districts and students. On August 22, 2023, six Pennsylvania school districts and students filed a putative class action lawsuit alleging negligence, strict liability, nuisance, and trespass, and seeking damages and health monitoring. On December 8, 2023, the school districts amended their complaint to add additional companies as defendants in the action. On February 23, 2024, we and the other defendants filed motions to dismiss and those motions are fully briefed and currently pending before the court. Combined with the Ohio Class Action, these lawsuits are collectively referred to herein as the Incident Lawsuits.

  In accordance with FASB ASC 450, "*Contingencies,*" as of December 31, 2024 and December 31, 2023, we had accruals for probable and reasonably estimable liabilities principally associated with the Incident Lawsuits and related contingencies of $369 million and $82 million, respectively. For the reasons set forth below, our estimated loss or range of loss with respect to the Incident Lawsuits may change from time to time, and it is reasonably possible that we will incur actual losses in excess of the amounts currently accrued and such additional amounts may be material. While we continue to work with parties with respect to potential resolution, no assurance can be given that we will be successful in doing so and we cannot predict the outcome of these matters.

- We have received securities and derivative litigation and multiple shareholder document and litigation demand letters, including a securities class action lawsuit under the Securities Exchange Act of 1934 (Exchange Act) initially filed in the Southern District of Ohio alleging multiple securities law violations but since transferred to the Northern District of Georgia, a securities class action lawsuit under the Securities Act of 1933 (Securities Act) filed in the Southern District of New York alleging misstatements in association with our debt offerings, and six shareholder derivative complaints filed in Virginia state court asserting claims for breach of fiduciary duties, waste of corporate assets, and unjust enrichment in connection with safety of the Company's operations, among other claims (collectively, the Shareholder Matters). On February 2, 2024, defendants filed a motion to dismiss the complaint in the Securities Act lawsuit, and on July 26, 2024, the magistrate judge issued a Report and Recommendation to the district judge, recommending that the defendants' motion to dismiss be granted in part and denied in part. Defendants' objections to the Report and Recommendation were filed on August 9, 2024, and

plaintiffs' response to defendants' objections were filed on August 23, 2024. A decision on the motion to dismiss remains pending. The plaintiffs filed an amended complaint in the Exchange Act lawsuit on April 25, 2024, and the defendants filed a motion to dismiss on June 24, 2024. A decision on the motion to dismiss remains pending. No responsive pleadings have been filed yet with respect to the other Shareholder Matters.

- We are also named as a defendant in various other Incident-related lawsuits involving other potentially affected third parties, some of which were filed on or around February 3, 2025. We are continuing to assess the claims and any potential impact on the Company.

With respect to the Incident-related litigation and regulatory matters, we record a liability for loss contingencies through a charge to earnings when we conclude that it is probable that a liability has been incurred and the amount of the liability can be reasonably estimated and disclose such liability if we conclude it to be material. Any adjustments to the recorded liability will be reflected in earnings in the periods in which such adjustments become known. Because the final outcome of any of these legal proceedings cannot be predicted with certainty, developments related to the progress of such legal proceedings or other unfavorable or unexpected developments or outcomes could result in additional costs or new or additionally accrued amounts that could be material to our results of operations in a particular year or quarter. In addition, if it is reasonably possible that we will incur Incident-related losses in excess of the amounts currently recorded as a loss contingency, we disclose the potential range of loss, if reasonably estimable, or we disclose that we cannot reasonably estimate such an amount at this time. For Incident-related litigation and regulatory matters where a loss may be reasonably possible, but not probable, or probable but not reasonably estimable, no accrual is established but the matter, if potentially material, is disclosed.

Our estimates of probable losses and reasonably possible losses are based upon currently available information and involve significant judgement and a variety of assumptions, given that (1) certain legal and regulatory proceedings are in early stages; (2) discovery may not be completed; (3) damages sought in these legal and regulatory proceedings can be unsubstantiated or indeterminate; (4) there are often significant facts in dispute; and/or (5) there is a wide range of possible outcomes. Accordingly, our estimated range of loss with respect to these matters may change from time to time, and actual losses may exceed current estimates. At this time, we are unable to estimate the possible loss or range of loss in excess of the amounts accrued with respect to the matters described above.

The amounts recorded do not include any estimate of loss for which we believe a loss is either not probable or not reasonably estimable for any fines or penalties (in excess of the liabilities established for CWA-related civil penalties) that may be imposed as a result of the Incident Inquiries and Investigations, as more specifically set forth and defined below (the outcome of which are uncertain at this time).

Inquiries and Investigations

As set forth above, we are subject to inquiries and investigations by numerous federal, state, and local government authorities and regulatory agencies regarding the Incident, including but not limited to, the NTSB, the FRA, the Occupational Safety and Health Administration, the Ohio AG, and the Pennsylvania AG. Further details regarding the NTSB and FRA investigations are set forth below. We are cooperating with all pending inquiries and investigations, including responding to civil and criminal subpoenas and other requests for information (the aforementioned inquiries and investigations, as well as the civil and criminal subpoenas are collectively referred to herein as the Incident Inquiries and Investigations). Aside from the FRA Safety Assessment (defined and described below), the outcome of any current or future Incident Inquiries and Investigations is uncertain at this time, including any related fines, penalties or settlements. Therefore, our accruals for probable and reasonably estimable liabilities related to the Incident do not include estimates of the total amount that we may incur for any such fines, penalties or settlements.

Subsequent to the Incident, investigators from the NTSB examined railroad equipment and track conditions; reviewed data from the signal system, wayside defect detectors, local surveillance cameras, and the lead locomotive's event recorder and forward-facing and inward-facing image recorders; and completed certain interviews (the NTSB Investigation). The NTSB concluded its investigation and adopted a final investigative report on June 25, 2024, then issued the final public report on July 12, 2024. The NTSB found that the probable cause of the derailment was the failure of a bearing which overheated and caused the axle to separate, derailing the train and leading to a post-derailment fire. The NTSB issued over 30 recommendations, of which four were issued to Norfolk Southern. The NTSB continues to work on a safety culture investigation, and a report on this part of the investigation is expected to be issued in the spring of 2025.

Concurrent with the NTSB Investigation, the FRA also investigated the Incident. Similar in scope to the NTSB Investigation, the FRA examined railroad equipment, track conditions, hazardous materials train placement and routing, and emergency response (the FRA Incident Investigation). The FRA Incident Investigation will likely result in the assessment of civil penalties, though the amount and materiality of these penalties cannot be reasonably estimated at this time. In addition to the FRA Incident Investigation, the FRA completed a 60-day supplemental safety assessment (the FRA Safety Assessment). The FRA Safety Assessment included a review of findings from a previously completed 2022 system audit and an assessment of operational elements including, but not limited to: track, signal, and rolling stock maintenance, inspection and repair practices; protection of employees; communications between transportation departments and mechanical and engineering staff; operation control center procedures and dispatcher training. The overall scope of the FRA Safety Assessment was to examine our safety culture. The FRA issued a public report in early August 2023 which included its findings and related corrective actions. We have launched initiatives to implement all of these items, and will monitor progress on these initiatives going forward.

Other Commitments and Contingencies

Lawsuits

We and/or certain subsidiaries are defendants in numerous lawsuits and other claims relating principally to railroad operations. When we conclude that it is probable that a liability has been incurred and the amount of the liability can be reasonably estimated, it is accrued through a charge to earnings and, if material, disclosed below. While the ultimate amount of liability incurred in any of these lawsuits and claims is dependent on future developments, in our opinion, the recorded liability is adequate to cover the future payment of such liability and claims. However, the final outcome of any of these lawsuits and claims cannot be predicted with certainty, and unfavorable or unexpected outcomes could result in additional accruals that could be significant to results of operations in a particular year or quarter. Any adjustments to the recorded liability will be reflected in earnings in the periods in which such adjustments become known. For lawsuits and other claims where a loss may be reasonably possible, but not probable, or is probable but not reasonably estimable, no accrual is established but the matter, if potentially material, is disclosed below. We routinely review relevant information with respect to our lawsuits and other claims and update our accruals, disclosures and estimates of reasonably possible loss based on such reviews.

In 2007, various antitrust class actions filed against us and other Class I railroads in various Federal district courts regarding fuel surcharges were consolidated in the District of Columbia by the Judicial Panel on Multidistrict Litigation. In 2012, the court certified the case as a class action. The defendant railroads appealed this certification, and the Court of Appeals for the District of Columbia vacated the District Court's decision and remanded the case for further consideration. On October 10, 2017, the District Court denied class certification. The decision was upheld by the Court of Appeals on August 16, 2019. Since that decision, various individual cases have been filed in multiple jurisdictions and also consolidated in the District of Columbia. We intend to vigorously defend the cases and we believe that we will prevail. However, given that litigation is inherently unpredictable and subject to uncertainties, there can be no assurances that the final resolution of the litigation will not be material. At this time, we cannot reasonably estimate the potential loss or range of loss associated with this matter.

In 2018, a lawsuit was filed against one of our subsidiaries by the minority owner in a jointly-owned terminal railroad company in which our subsidiary has the majority ownership. The lawsuit alleged violations of various state laws and federal antitrust laws. On January 3, 2023, the court granted summary judgment to us on all of the compensatory claims but denied summary judgment for all equitable relief claims. On January 18, 2023, the court dismissed the federal equitable relief claims, leaving the state equitable relief claims as the sole remaining issue under consideration. On April 19, 2023, the court disposed of all remaining state equitable relief claims. On August 29, 2024, the United States Court of Appeals for the Fourth Circuit affirmed the opinion of the lower court. We will continue to vigorously defend the lawsuit and, although it is reasonably possible we could incur a loss in the case, we believe that we will prevail. However, given that litigation is inherently unpredictable and subject to uncertainties, there can be no assurances that the final outcome of the litigation (including the related appeal) will not be material. Until such appeal is final, we cannot reasonably estimate the potential loss or range of loss associated with this matter.

Casualty Claims

Casualty claims include employee personal injury and occupational claims as well as third-party claims, all exclusive of legal costs. To aid in valuing our personal injury liability and determining the amount to accrue with respect to such claims during the year, we utilize studies prepared by an independent consulting actuarial firm. Job-related personal injury and occupational claims are subject to the FELA, which is applicable only to railroads. The variability inherent in FELA's fault-based tort system could result in actual costs being different from the liability recorded. While the ultimate amount of claims incurred is dependent on future developments, in our opinion, the recorded liability is adequate to cover the future payments of claims and is supported by the most recent actuarial study. In all cases, we record a liability when the expected loss for the claim is both probable and reasonably estimable.

Employee personal injury claims – Other than Incident-related matters noted above, the largest component of claims expense is employee personal injury costs. The independent actuarial firm we engage provides quarterly studies to aid in valuing our employee personal injury liability and estimating personal injury expense. The actuarial firm studies our historical patterns of reserving for claims and subsequent settlements, taking into account relevant outside influences. The actuarial firm provides the results of these analyses to aid in our estimate of the ultimate amount of liability. We adjust the liability quarterly based upon our assessment and the results of the study. The accuracy of our estimate of the liability is subject to inherent limitation given the difficulty of predicting future events such as jury decisions, court interpretations, or legislative changes. As a result, actual claim settlements may vary from the estimated liability recorded.

Occupational claims – Occupational claims include injuries and illnesses alleged to be caused by exposures which occur over time as opposed to injuries or illnesses caused by a specific accident or event. Types of occupational claims commonly seen allege exposure to asbestos and other claimed toxic substances resulting in respiratory diseases or cancer. Many such claims are being asserted by former or retired employees, some of whom have not been employed in the rail industry for decades. The independent actuarial firm provides an estimate of the occupational claims liability based upon our history of claim filings, severity, payments, and other pertinent facts. The liability is dependent upon judgments we make as to the specific case reserves as well as judgments of the actuarial firm in the quarterly studies. Our estimate of ultimate loss includes a provision for those claims that have been incurred but not reported. This provision is derived by analyzing industry data and projecting our experience. We adjust the liability quarterly based upon our assessment and the results of the study. However, it is possible that the recorded liability may not be adequate to cover the future payment of claims. Adjustments to the recorded liability are reflected in operating expenses in the periods in which such adjustments become known.

Third-party claims – We record a liability for third-party claims including those for highway crossing accidents, trespasser and other injuries, property damage, and lading damage. The actuarial firm assists us with the calculation of potential liability for third-party claims, except lading damage, based upon our experience including the number and timing of incidents, amount of payments, settlement rates, number of open claims, and legal defenses. We adjust the liability quarterly based upon our assessment and the results of the study. Given the inherent uncertainty

in regard to the ultimate outcome of third-party claims, it is possible that the actual loss may differ from the estimated liability recorded.

Environmental Matters

We are subject to various jurisdictions' environmental laws and regulations. We record a liability where such liability or loss is probable and reasonably estimable. Environmental specialists regularly participate in ongoing evaluations of all known sites and in determining any necessary adjustments to liability estimates.

In addition to environmental claims associated with the Incident, our Consolidated Balance Sheets include liabilities for other environmental exposures of $65 million at December 31, 2024, and $60 million at December 31, 2023, of which $15 million is classified as a current liability at the end of both periods. At December 31, 2024, the liability represents our estimates of the probable cleanup, investigation, and remediation costs based on available information at 74 known locations and projects compared with 81 locations and projects at December 31, 2023. At December 31, 2024, twenty sites accounted for $56 million of the liability, and no individual site was considered to be material. We anticipate that most of this liability will be paid out over five years; however, some costs will be paid out over a longer period.

At eight locations, one or more of our subsidiaries in conjunction with a number of other parties have been identified as potentially responsible parties under CERCLA or comparable state statutes that impose joint and several liability for cleanup costs. We calculate our estimated liability for these sites based on facts and legal defenses applicable to each site and not solely on the basis of the potential for joint liability.

As set forth above, with respect to known environmental sites (whether identified by us or by the U.S. EPA or comparable state authorities), estimates of our ultimate potential financial exposure for a given site or in the aggregate for all such sites can change over time because of the widely varying costs of currently available cleanup techniques, unpredictable contaminant recovery and reduction rates associated with available cleanup technologies, the likely development of new cleanup technologies, the difficulty of determining in advance the nature and full extent of contamination and each potential participant's share of any estimated loss (and that participant's ability to bear it), and evolving statutory and regulatory standards governing liability.

The risk of incurring environmental liability for acts and omissions, past, present, and future, is inherent in the railroad business. Some of the commodities we transport, particularly those classified as hazardous materials, pose special risks that we work diligently to reduce. In addition, several of our subsidiaries own, or have owned, land used as operating property, or which is leased and operated by others, or held for sale. Because environmental problems that are latent or undisclosed may exist on these properties, there can be no assurance that we will not incur environmental liabilities or costs with respect to one or more of them, the amount and materiality of which cannot be estimated reliably at this time. Moreover, lawsuits and claims involving these and potentially other unidentified environmental sites and matters are likely to arise from time to time. The resulting liabilities could have a significant effect on financial position, results of operations, or liquidity in a particular year or quarter.

Based on our assessment of the facts and circumstances now known, we believe we have recorded the probable and reasonably estimable costs for dealing with those environmental matters of which we are aware. Further, we believe that it is unlikely that any known matters, either individually or in the aggregate, will have a material adverse effect on our financial position, results of operations, or liquidity.

Labor Agreements

Approximately 80% of our railroad employees are covered by collective bargaining agreements with various labor unions. Pursuant to the RLA, these agreements remain in effect until new agreements are reached, or until the bargaining procedures mandated by the RLA are completed. Moratorium provisions in the labor agreements govern

when the railroads and unions may propose changes to the agreements. We largely bargain nationally in concert with other major railroads, represented by the NCCC.

Under current moratorium provisions, neither party was permitted to serve notice to compel a new round of mandatory collective bargaining until November 1, 2024. In the months prior to the opening of the current national bargaining round, we engaged in voluntary local discussions with our labor unions and, as a result, reached local tentative agreements with ten of our thirteen unions. A majority of those tentative agreements were subsequently ratified by union membership and became effective January 1, 2025, foreclosing the parties from serving new notices to compel mandatory bargaining until November 1, 2029.

For those unions with whom we have not yet reached a ratified agreement, the NCCC, on behalf of Norfolk Southern, sent bargaining notices on November 1, 2024, to commence mandatory direct negotiations as prescribed under the RLA. Even if the parties are unable to reach voluntary agreement during this first phase of RLA bargaining, self-help (e.g., a strike or other work stoppage) related to this collective-bargaining process remains prohibited by law until a lengthy series of additional procedures mandated by the RLA, including federal mediation, are exhausted.

Insurance

We purchase insurance covering legal liabilities for bodily injury and property damage to third parties. Our current liability insurance provides limits for approximately 83% of covered losses above $75 million and below $734 million per occurrence and/or policy year. Above $800 million per occurrence and/or policy year, we maintain approximately $43 million additional liability insurance limits for certain types of pollution releases. We also purchase insurance for property damage to property owned by us or in our care, custody, or control. Our current property insurance provides limits for approximately 82% of covered losses above $75 million and below $275 million per occurrence and/or policy year. With respect to the Incident, our insurance in effect at such time provided coverage above $75 million and below $800 million (or up to $1.1 billion for specified types of pollution releases) per occurrence and/or policy year, and with respect to property owned by us or in our care, custody, or control, our insurance covered approximately 82% of potential losses above $75 million and below $275 million per occurrence and/or policy year.

Insurance coverage with respect to the Incident is subject to certain conditions, including but not limited to our insurers' reservation of rights to further investigate and contest coverage, the express restrictions and sub-limits of coverage, and various policy exclusions, including those for some governmental fines or penalties. Some (re)insurers have questioned certain payments we have made, for example, as part of our effort to respond to mitigate and compensate for the impact to the community and affected residents and businesses. We are pursuing coverage with respect to the Incident, and we have recognized $650 million and $101 million in insurance recoveries in 2024 and 2023, respectively, principally from excess liability (re)insurers. At December 31, 2024, $18 million was outstanding and is included in "Accounts receivable – net" on the Consolidated Balance Sheets while no amounts were outstanding at December 31, 2023.

With the exception of amounts that have been recognized, potential recoveries under our insurance coverage have not yet been recorded (given the insurers ongoing evaluation of our claims). In addition, no amounts have been recorded related to potential recoveries from other third parties, which may reduce amounts payable by our insurers under our applicable insurance coverage.

Purchase Commitments

At December 31, 2024, we had outstanding purchase commitments totaling $1.2 billion through 2053 for locomotive modernizations, long-term technology support and development contracts, track material, and vehicles.

Change-In-Control Arrangements

We have compensation agreements with certain officers and key employees that become operative only upon a change in control of Norfolk Southern, as defined in those agreements. The agreements provide generally for payments based on compensation at the time of a covered individual's involuntary or other specified termination and for certain other benefits.

Indemnifications

In a number of instances, we have agreed to indemnify lenders for additional costs they may bear as a result of certain changes in laws or regulations applicable to their loans. Such changes may include impositions or modifications with respect to taxes, duties, reserves, liquidity, capital adequacy, special deposits, and similar requirements relating to extensions of credit by, deposits with, or the assets or liabilities of such lenders. The nature and timing of changes in laws or regulations applicable to our financings are inherently unpredictable, and therefore our exposure in connection with the foregoing indemnifications cannot be quantified. No liability has been recorded related to these indemnifications.

Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure

Not applicable.

Item 9A. Controls and Procedures

Disclosure Controls and Procedures

Our Chief Executive Officer and Chief Financial Officer, with the assistance of management, evaluated the effectiveness of our disclosure controls and procedures (as such term is defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (Exchange Act)) at December 31, 2024. Based on such evaluation, our officers have concluded that, at December 31, 2024, our disclosure controls and procedures were effective to ensure that information required to be disclosed in our reports under the Exchange Act is recorded, processed, summarized, and reported, within the time period specified in the SEC's rules and forms, and that such information is accumulated and communicated to management, including the Chief Executive Officer and the Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure.

Management's Annual Report on Internal Control Over Financial Reporting

We are responsible for establishing and maintaining adequate internal control over financial reporting. Our internal control over financial reporting includes those policies and procedures that pertain to our ability to record, process, summarize, and report reliable financial data. We recognize that there are inherent limitations in the effectiveness of any internal control over financial reporting, including the possibility of human error and the circumvention or overriding of internal control. Accordingly, even effective internal control over financial reporting can provide only reasonable assurance with respect to financial statement preparation. Further, because of changes in conditions, the effectiveness of internal control over financial reporting may vary over time.

Our Board of Directors, acting through its Audit Committee, is responsible for the oversight of our accounting policies, financial reporting, and internal control. The Audit Committee of our Board of Directors is comprised of outside directors who are independent of management. The independent registered public accounting firm and our internal auditors have full and unlimited access to the Audit Committee, with or without management, to discuss the adequacy of internal control over financial reporting, and any other matters which they believe should be brought to the attention of the Audit Committee.

We have issued a report of our assessment of internal control over financial reporting, and our independent registered public accounting firm has issued an opinion on our internal control over financial reporting at December 31, 2024. These reports appear in Item 8 of this report on Form 10-K.

Changes in Internal Control Over Financial Reporting

During the fourth quarter of 2024, we have not identified any changes in internal control over financial reporting that have materially affected, or are reasonably likely to materially effect, our internal control over financial reporting.

Item 9B. Other Information

Director and Officer Trading Arrangements

None of our directors or officers (as defined in Rule 16a-1(f) of the Exchange Act) adopted or terminated a contract, instruction or written plan for the purchase or sale of our securities intended to satisfy the affirmative defense conditions of Rule 10b5-1(c) or a non-Rule 10b5-1 trading arrangement (as defined in Item 408(c) of Regulation S-K) during the fourth quarter of 2024.

Item 9C. Disclosure Regarding Foreign Jurisdictions that Prevent Inspections

Not applicable.

PART III

NORFOLK SOUTHERN CORPORATION AND SUBSIDIARIES

Item 10. Directors, Executive Officers and Corporate Governance

In accordance with General Instruction G(3), information called for by Part III, Item 10, is incorporated herein by reference to our definitive Proxy Statement for our 2025 Annual Meeting of Stockholders, which definitive Proxy Statement will be filed electronically with the SEC pursuant to Regulation 14A. The information regarding executive officers called for by Item 401 of Regulation S-K is included in Part I hereof beginning under "Information about our Executive Officers."

Item 11. Executive Compensation

In accordance with General Instruction G(3), information called for by Part III, Item 11, is incorporated herein by reference to our definitive Proxy Statement for our 2025 Annual Meeting of Stockholders, which definitive Proxy Statement will be filed electronically with the SEC pursuant to Regulation 14A.

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters

In accordance with General Instruction G(3), information on security ownership of certain beneficial owners and management called for by Part III, Item 12, is incorporated herein by reference to our definitive Proxy Statement for our 2025 Annual Meeting of Stockholders, which definitive Proxy Statement will be filed electronically with the SEC pursuant to Regulation 14A.

Equity Compensation Plan Information (at December 31, 2024)

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants and rights (a)	Weighted-average exercise price of outstanding options, warrants and rights (b)	Number of securities remaining available for future issuance under equity compensation plans [1] (c)
Equity compensation plans approved by securities holders[2]	929,041 [3]	$ 194.78 [5]	7,438,613
Equity compensation plans not approved by securities holders	59,266 [4]	96.39	437,746 [6]
Total	988,307		7,876,359

(1) Excludes securities reflected in column (a).
(2) LTIP.
(3) Includes options, RSUs, and PSUs granted under LTIP that will be settled in shares of Common Stock.
(4) TSOP.
(5) Calculated without regard to 615,643 outstanding RSUs and PSUs at December 31, 2024.
(6) Reflects shares remaining available for grant under TSOP.

Norfolk Southern Corporation Long-Term Incentive Plan

Established on June 28, 1983, and approved by our stockholders at their Annual Meeting held on May 10, 1984, LTIP was adopted to promote the success of our company by providing an opportunity for non-employee Directors, officers, and other key employees to acquire a proprietary interest in Norfolk Southern Corporation (the Corporation). The Board of Directors amended LTIP on January 23, 2015, which amendment was approved by shareholders on May 14, 2015, to include the reservation for issuance of an additional 8,000,000 shares of authorized but unissued Common Stock.

The amended LTIP adopted a fungible share reserve ratio so that, for awards granted after May 13, 2010, the number of shares remaining for issuance under the amended LTIP will be reduced (i) by 1 for each award granted as an option or stock-settled SAR, or (ii) by 1.61 for an award made in the form other than an option or stock-settled SAR. Any shares of Common Stock subject to options, PSUs, restricted shares, or RSUs which are not issued as Common Stock will again be available for award under LTIP after the expiration or forfeiture of an award.

Non-employee Directors, officers, and other key employees residing in the U.S. or Canada are eligible for selection to receive LTIP awards. Under LTIP, the Committee, or the Corporation's chief executive officer to the extent the Committee delegates award-making authority pursuant to LTIP, may grant incentive stock options, nonqualified stock options, SARs, RSUs, restricted shares, PSUs and performance shares. In addition, dividend equivalent payments may be awarded for options, RSUs and PSUs. Awards under LTIP may be made subject to forfeiture under certain circumstances and the Committee may establish such other terms and conditions for the awards as provided in LTIP.

The option price is at least the higher of (i) the average of the high and low prices at which Common Stock is traded on the date of grant, or (ii) the closing price of Common Stock on the date of the grant. All options are subject to a vesting period of at least one year, and the term of the option will not exceed ten years. LTIP specifically prohibits option repricing without stockholder approval, except that adjustments may be made in the event of changes in our capital structure or Common Stock.

PSUs entitle a recipient to receive performance-based compensation at the end of a three-year cycle based on our performance during that period. For the 2024 PSU awards, corporate performance will be based directly on return on average capital invested, with total return to stockholders and revenue growth serving as modifiers, and will be settled in shares of Common Stock.

RSUs are payable in cash or in shares of Common Stock at the end of a restriction period. During the restriction period, the holder of the RSUs has no beneficial ownership interest in the Common Stock represented by the RSUs and has no right to vote the shares represented by the units or to receive dividends (except for dividend equivalent payment rights that may be awarded with respect to the RSUs). The Committee at its discretion may waive the restriction period, but settlement of any RSUs will occur on the same settlement date as would have applied absent a waiver of restrictions, if no performance goals were imposed. RSUs will be settled in shares of Common Stock.

Norfolk Southern Corporation Thoroughbred Stock Option Plan

Our Board of Directors adopted TSOP on January 26, 1999, to promote the success of our company by providing an opportunity for management employees to acquire a proprietary interest in our company and thereby to provide an additional incentive to management employees to devote their maximum efforts and skills to the advancement, betterment, and prosperity of our company and our stockholders. Under TSOP there were 6,000,000 shares of authorized but unissued Common Stock reserved for issuance. TSOP has not been and is not required to have been approved by our stockholders.

Active full-time management employees residing in the U.S. or Canada are eligible for selection to receive TSOP awards. Under TSOP, the Committee, or the Corporation's chief executive officer to the extent the Committee delegates award-making authority pursuant to TSOP, may grant nonqualified stock options subject to such terms and conditions as provided in TSOP.

The option price may not be less than the average of the high and low prices at which Common Stock is traded on the date of the grant. All options are subject to a vesting period of at least one year, and the term of the option will not exceed ten years. TSOP specifically prohibits repricing without stockholder approval, except for capital adjustments.

Norfolk Southern Corporation Directors' Restricted Stock Plan

The Plan was adopted on January 1, 1994, and was designed to increase ownership of Common Stock by our non-employee Directors so as to further align their ownership interest in our company with that of our stockholders. The Plan has not been and is not required to have been approved by our stockholders.

Effective January 23, 2015, the Board amended the Plan to provide that no additional awards will be made under the Plan. Prior to that amendment, only non-employee Directors who are not and never have been employees of our company were eligible to participate in the Plan. Upon becoming a Director, each eligible Director received a one-time grant of 3,000 restricted shares of Common Stock. No additional shares may be granted under the Plan. No individual member of the Board exercised discretion concerning the eligibility of any Director or the number of shares granted.

The restriction period applicable to restricted shares granted under the Plan begins on the date of the grant and ends on the earlier of the recipient's death or the day after the recipient ceases to be a Director by reason of disability or retirement. During the restriction period, shares may not be sold, pledged, or otherwise encumbered. Directors forfeit the restricted shares if they cease to serve as a Director of our company for reasons other than their disability, retirement, or death.

Item 13. Certain Relationships and Related Transactions, and Director Independence

In accordance with General Instruction G(3), information called for by Part III, Item 13, is incorporated herein by reference to our definitive Proxy Statement for our 2025 Annual Meeting of Stockholders, which definitive Proxy Statement will be filed electronically with the SEC pursuant to Regulation 14A.

Item 14. Principal Accountant Fees and Services

Our independent registered public accounting firm is KPMG LLP, Atlanta, GA, Auditor Firm ID: 185.

In accordance with General Instruction G(3), information called for by Part III, Item 14, is incorporated herein by reference to our definitive Proxy Statement for our 2025 Annual Meeting of Stockholders, which definitive Proxy Statement will be filed electronically with the SEC pursuant to Regulation 14A.

Item 15. Exhibits and Financial Statement Schedules

Exhibit Number	Description
2.1	Distribution Agreement, dated as of July 26, 2004, by and among CSX Corporation, CSX Transportation, Inc., CSX Rail Holding Corporation, CSX Northeast Holdings Corporation, Norfolk Southern Corporation, Norfolk Southern Railway Company, CRR Holdings LLC, Green Acquisition Corp., Conrail Inc., Consolidated Rail Corporation, New York Central Lines LLC, Pennsylvania Lines LLC, NYC Newco, Inc., and PRR Newco, Inc., is incorporated by reference to Exhibit 2.1 to Norfolk Southern Corporation's Form 8-K filed on September 2, 2004. (SEC File No. 001-08339)
3	Articles of Incorporation and Bylaws –
(i)(a)	The Restated Articles of Incorporation of Norfolk Southern Corporation are incorporated by reference to Exhibit 3(i) to Norfolk Southern Corporation's 10-K filed on March 5, 2001. (SEC File No. 001-08339)
(i)(b)	An amendment to the Articles of Incorporation of Norfolk Southern Corporation is incorporated by reference to Exhibit 3(i) to Norfolk Southern Corporation's Form 8-K filed on May 18, 2010. (SEC File No. 001-08339)
(i)(c)	An amendment to the Articles of Incorporation of Norfolk Southern Corporation is incorporated by reference to Exhibit 3(i) to Norfolk Southern Corporation's Form 10-Q filed on July 29, 2020. (SEC File No. 001-08339)
(ii)	The Bylaws of Norfolk Southern Corporation, as amended July 25, 2023, are incorporated by reference to Exhibit 3(ii) to the Registrant's Form 8-K filed on July 27, 2023. (SEC File No. 001-08339)

4 Instruments Defining the Rights of Security Holders, Including Indentures:

(a) Indenture, dated as of January 15, 1991, from Norfolk Southern Corporation to First Trust of New York, National Association, as Trustee, is incorporated by reference to Exhibit 4.1 to Norfolk Southern Corporation's Registration Statement on Form S-3 (SEC File No. 33-38595)

(b) First Supplemental Indenture, dated May 19, 1997, between Norfolk Southern Corporation and First Trust of New York, National Association, as Trustee, related to the issuance of notes in the principal amount of $4.3 billion, is incorporated by reference to Exhibit 1.1(d) to Norfolk Southern Corporation's Form 8-K filed on May 21, 1997. (SEC File No. 001-08339)

(c) Fourth Supplemental Indenture, dated as of February 6, 2001, between Norfolk Southern Corporation and U.S. Bank Trust National Association, as Trustee, related to the issuance of notes in the principal amount of $1 billion, is incorporated by reference to Exhibit 4.1 to Norfolk Southern Corporation's Form 8-K filed on February 7, 2001. (SEC File No. 001-08339)

(d) Indenture, dated August 27, 2004, among PRR Newco, Inc., as Issuer, and Norfolk Southern Railway Company, as Guarantor, and The Bank of New York, as Trustee, is incorporated by reference to Exhibit 4(1) to Norfolk Southern Corporation's Form 10-Q filed on October 28, 2004. (SEC File No. 001-08339)

(e) First Supplemental Indenture, dated August 27, 2004, among PRR Newco, Inc., as Issuer, and Norfolk Southern Railway Company, as Guarantor, and The Bank of New York, as Trustee, related to the issuance of notes in the principal amount of approximately $451.8 million, is incorporated by reference to Exhibit 4(m) to Norfolk Southern Corporation's Form 10-Q filed on October 28, 2004. (SEC File No. 001-08339)

(f) Ninth Supplemental Indenture, dated as of March 11, 2005, between Norfolk Southern Corporation and U.S. Bank Trust National Association, as Trustee, related to the issuance of notes in the principal amount of $300 million, is incorporated by reference to Exhibit 4.1 to Norfolk Southern Corporation's Form 8-K filed on March 15, 2005. (SEC File No. 001-08339)

(g) Tenth Supplemental Indenture, dated as of May 17, 2005, between Norfolk Southern Corporation and U.S. Bank Trust National Association, as Trustee, related to the issuance of notes in the principal amount of $366.6 million, is incorporated by reference to Exhibit 99.1 to Norfolk Southern Corporation's Form 8-K filed on May 18, 2005. (SEC File No. 001-08339)

(h) Eleventh Supplemental Indenture, dated as of May 17, 2005, between Norfolk Southern Corporation and U.S. Bank Trust National Association, as Trustee, related to the issuance of notes in the principal amount of $350 million, is incorporated by reference to Exhibit 99.2 to Norfolk Southern Corporation's Form 8-K filed on May 18, 2005. (SEC File No. 001-08339)

(i) Twelfth Supplemental Indenture, dated as of August 26, 2010, between Norfolk Southern Corporation and U.S. Bank Trust National Association, as Trustee, related to the issuance of notes in the principal amount of $250 million, is incorporated by reference to Exhibit 4.2 to Norfolk Southern Corporation's Form 8-K filed on August 26, 2010. (SEC File No. 001-08339)

(j) Indenture, dated as of June 1, 2009, between Norfolk Southern Corporation and U.S. Bank Trust National Association, as Trustee, is incorporated by reference to Exhibit 4.1 to Norfolk Southern Corporation's Form 8-K filed on June 1, 2009. (SEC File No. 001-08339)

(k) Second Supplemental Indenture, dated as of May 23, 2011, between the Registrant and U.S. Bank Trust National Association, as Trustee, related to the issuance of notes in the principal amount of $400 million, is incorporated by reference to Exhibit 4.1 to Norfolk Southern Corporation's Form 8-K filed on May 23, 2011. (SEC File No. 001-08339)

(l) Indenture, dated as of September 14, 2011, between the Registrant and U.S. Bank Trust National Association, as Trustee, related to the issuance of notes in the principal amount of $595,504,000, is incorporated by reference to Exhibit 4.1 to Norfolk Southern Corporation's Form 8-K filed on September 15, 2011. (SEC File No. 001-08339)

(m) Third Supplemental Indenture, dated as of September 14, 2011, between the Registrant and U.S. Bank Trust National Association, as Trustee, related to the issuance of notes in the principal amount of $4,492,000, is incorporated by reference to Exhibit 4.2 to Norfolk Southern Corporation's Form 8-K filed on September 15, 2011. (SEC File No. 001-08339)

(n) Fourth Supplemental Indenture, dated as of November 17, 2011, between the Registrant and U.S. Bank Trust National Association, as Trustee, related to the issuance of two series of notes, one in the principal amount of $500 million and one in the principal amount of $100 million, is incorporated by reference to Exhibit 4.1 to Norfolk Southern Corporation's Form 8-K filed on November 17, 2011. (SEC File No. 001-08339)

(o) Indenture, dated as of March 15, 2012, between the Registrant and U.S. Bank Trust National Association, as Trustee, is incorporated by reference to Exhibit 4.1 to Norfolk Southern Corporation's Form 8-K filed on March 15, 2012. (SEC File No. 001-08339)

(p) Second Supplemental Indenture, dated as of September 7, 2012, between the Registrant and U.S. Bank Trust National Association, as Trustee, is incorporated by reference to Exhibit 4.1 to Norfolk Southern Corporation's Form 8-K filed on September 7, 2012. (SEC File No. 001-08339)

(q) Third Supplemental Indenture, dated as of August 13, 2013, between the Registrant and U.S. Bank Trust National Association, as Trustee, related to the issuance of notes in the principal amount of $500,000,000, is incorporated by reference to Exhibit 4.1 to Norfolk Southern Corporation's Form 8-K filed on August 13, 2013. (SEC File No. 001-08339)

(r) Indenture, dated as of June 2, 2015, between Registrant and U.S. Bank National Association, as Trustee, is incorporated by reference to Exhibit 4.1 to Norfolk Southern Corporation's Form 8-K filed on June 2, 2015. (SEC File No. 001-08339)

(s) First Supplemental Indenture, dated as of June 2, 2015, between the Registrant and U.S. Bank National Association, as Trustee, is incorporated by reference to Exhibit 4.2 to Norfolk Southern Corporation's Form 8-K filed on June 2, 2015. (SEC File No. 001-08339)

(t) Second Supplemental Indenture, dated as of November 3, 2015, between the Registrant and U.S. Bank National Association, as Trustee, is incorporated by reference to Exhibit 4.1 to Norfolk Southern Corporation's Form 8-K filed on November 3, 2015. (SEC File No. 001-08339)

(u) Third Supplemental Indenture, dated as of June 3, 2016, between the Registrant and U.S. Bank National Association, as Trustee, is incorporated by reference to Exhibit 4.1 to Norfolk Southern Corporation's Form 8-K filed on June 3, 2016. (SEC File No. 001-08339)

(v) Fourth Supplemental Indenture, dated as of May 31, 2017, between the Registrant and U.S. Bank National Association, as Trustee, is incorporated by reference to Exhibit 4.1 to the Corporation's Form 8-K filed May 31, 2017. (SEC File No. 001-08339)

(w) Indenture, dated as of August 15, 2017, between the Registrant and U.S. Bank National Association, as Trustee, is incorporated by reference herein to Exhibit 4.1 to Norfolk Southern Corporation's Form 8-K filed August 15, 2017. (SEC File No. 001-08339)

(x) Indenture, dated as of February 28, 2018 between the Registrant and U.S. Bank National Association, as Trustee. The Indenture is incorporated by reference herein to Exhibit 4.1 to Norfolk Southern Corporation's Form 8-K filed February 28, 2018. (SEC File No. 001-08339)

(y) First Supplemental Indenture, dated as of February 28, 2018, between the Registrant and U.S. Bank National Association, as Trustee. The Indenture is incorporated by reference herein to Exhibit 4.2 to Norfolk Southern Corporation's Form 8-K filed February 28, 2018. (SEC File No. 001-08339)

(z) Second Supplemental Indenture, dated as of August 2, 2018, between the Registrant and U.S. Bank National Association, as Trustee. The Indenture is incorporated by reference herein to Exhibit 4.1 to Norfolk Southern Corporation's Form 8-K filed August 2, 2018. (SEC File No. 001-08339)

(aa) Third Supplemental Indenture, dated as of May 8, 2019, between the Registrant and U.S. Bank National Association, as Trustee, is incorporated by reference to Exhibit 4.1 to the Registrant's Form 8-K filed on May 8, 2019 (SEC File No. 001-08339)

(bb) Fourth Supplemental Indenture, dated as of November 4, 2019, between the Registrant and U.S. Bank National Association, as Trustee, is incorporated by reference to Exhibit 4.1 to the Registrant's Form 8-K filed on November 4, 2019. (SEC File No. 001-08339)

(cc) Description of the Registrant's Common Stock Registered Under Section 12 of the Securities Exchange Act of 1934, is incorporated by reference to Exhibit 4(hh) to Norfolk Southern Corporation's Form 10-K filed on February 6, 2020. (SEC File No. 001-08339)

(dd) Fifth Supplemental Indenture, dated as of May 11, 2020, between the Registrant and U.S. Bank National Association, as Trustee, is incorporated by reference to Exhibit 4.1 to the Registrant's Form 8-K filed on May 11, 2020. (SEC File No. 001-08339)

(ee) Indenture dated as of May 15, 2020, between the Registrant and U.S. Bank National Association, as Trustee is incorporated by reference to Exhibit 4.1 to the Registrant's Form 8-K filed on May 15, 2020. (SEC File No. 001-08339)

(ff) Sixth Supplemental Indenture, dated as of May 12, 2021, between the Registrant and U.S. Bank National Association, as Trustee, is incorporated by reference to Exhibit 4.2 to the Registrant's Form 8-K filed on May 12, 2021. (SEC File No. 001-08339)

(gg) Seventh Supplemental Indenture, dated as of August 25, 2021, between the Registrant and U.S. Bank National Association, as trustee, is incorporated by reference to Exhibit 4.1 to the Registrant's Form 8-K filed on August 25, 2021. (SEC File No. 001-08339)

(hh) Eighth Supplemental Indenture, dated as of February 25, 2022, between the Registrant and U.S. Bank Trust Company, National Association (as successor to U.S. Bank National Association), as trustee, is incorporated by reference to Exhibit 4.1 of the Registrant's Form 8-K filed on February 25, 2022. (SEC File No. 001-08339)

(ii) Ninth Supplemental Indenture, dated June 13, 2022, between the Registrant and U.S. Bank Trust Company, National Association (as successor to U.S. Bank National Association), as trustee, is incorporated by reference to Exhibit 4.1 of the Registrant's Form 8-K filed on June 15, 2022. (SEC File No. 001-08339)

(jj) Tenth Supplemental Indenture, dated as of February 2, 2023, between the Registrant and U.S. Bank Trust Company, National Association (as successor to U.S. Bank National Association), as trustee, is incorporated by reference to Exhibit 4.1 of the Registrant's Current Report on Form 8-K filed on February 2, 2023. (SEC File No. 001-08339)

(kk) Eleventh Supplemental Indenture, dated as of August 2, 2023, between the Registrant and U.S. Bank Trust Company, National Association (as successor to U.S. Bank National Association), as trustee is incorporated by reference to Exhibit 4.1 of the Registrant's Current Report on Form 8-K filed on August 2, 2023. (SEC File No. 001-08339)

(ll) Twelfth Supplemental Indenture, dated as of November 22, 2023, between the Registrant and U.S. Bank Trust Company, National Association (as successor to U.S. Bank National Association), as trustee is incorporated by reference to Exhibit 4.1 of the Registrant's Current Report on Form 8-K filed on November 22, 2023. (SEC File No. 001-08339)

In accordance with Item 601(b)(4)(iii) of Regulation S-K, copies of other instruments of Norfolk Southern Corporation and its subsidiaries with respect to the rights of holders of long-term debt are not filed herewith, or incorporated by reference, but will be furnished to the Commission upon request.

10 Material Contracts -

(a) The Transaction Agreement, dated as of June 10, 1997, by and among CSX and CSX Transportation, Inc., Registrant, Norfolk Southern Railway Company, Conrail Inc., Consolidated Rail Corporation, and CRR Holdings LLC, with certain schedules thereto, previously filed, is incorporated by reference to Exhibit 10(a) to Norfolk Southern Corporation's Form 10-K filed on February 24, 2003. (SEC File No. 001-08339)

(b) Amendment No. 1 dated as of August 22, 1998, to the Transaction Agreement, dated as of June 10, 1997, by and among CSX Corporation, CSX Transportation, Inc., Norfolk Southern Corporation, Norfolk Southern Railway Company, Conrail, Inc., Consolidated Rail Corporation, and CRR Holdings LLC, is incorporated by reference from Exhibit 10.1 to Norfolk Southern Corporation's Form 10-Q filed on August 11, 1999. (SEC File No. 001-08339)

(c) Amendment No. 2 dated as of June 1, 1999, to the Transaction Agreement, dated June 10, 1997, by and among CSX Corporation, CSX Transportation, Inc., Norfolk Southern Corporation, Norfolk Southern Railway Company, Conrail, Inc., Consolidated Rail Corporation, and CRR Holdings LLC, is incorporated by reference from Exhibit 10.2 to Norfolk Southern Corporation's Form 10-Q filed on August 11, 1999. (SEC File No. 001-08339)

(d) Amendment No. 3 dated as of June 1, 1999, and executed in April 2004, to the Transaction Agreement, dated June 10, 1997, by and among CSX Corporation, CSX Transportation, Inc., Norfolk Southern Corporation, Norfolk Southern Railway Company, Conrail, Inc., Consolidated Rail Corporation, and CRR Holdings LLC, is incorporated by reference from Exhibit 10(dd) to Norfolk Southern Corporation's Form 10-Q filed on July 30, 2004. (SEC File No. 001-08339)

(e) Amendment No. 5 to the Transaction Agreement, dated as of August 27, 2004, by and among CSX Corporation, CSX Transportation, Inc., Norfolk Southern Corporation, Norfolk Southern Railway Company, Conrail, Inc., Consolidated Rail Corporation, and CRR Holdings LLC, is incorporated by reference to Exhibit 10.1 to Norfolk Southern Corporation's Form 8-K filed on September 2, 2004. (SEC File No. 001-08339)

(f) Amendment No. 6 dated as of April 1, 2007, to the Transaction Agreement, dated June 10, 1997, by and among CSX Corporation, CSX Transportation, Inc., Norfolk Southern Railway Company, Conrail, Inc., Consolidated Rail Corporation, and CRR Holdings LLC, is incorporated by reference to Exhibit 10.5 to Norfolk Southern Corporation's Form 10-Q filed on July 27, 2007. (SEC File No. 001-08339)

(g) Shared Assets Area Operating Agreement for North Jersey, dated as of June 1, 1999, by and among Consolidated Rail Corporation, CSX Transportation, Inc., and Norfolk Southern Railway Company, with exhibit thereto, is incorporated by reference from Exhibit 10.4 to Norfolk Southern Corporation's Form 10-Q filed on August 11, 1999. (SEC File No. 001-08339)

(h) Shared Assets Area Operating Agreement for Detroit, dated as of June 1, 1999, by and among Consolidated Rail Corporation, CSX Transportation, Inc., and Norfolk Southern Railway Company, with exhibit thereto, is incorporated by reference from Exhibit 10.6 to Norfolk Southern Corporation's Form 10-Q filed on August 11, 1999. (SEC File No. 001-08339)

(i) Shared Assets Area Operating Agreement for South Jersey/Philadelphia, dated as of June 1, 1999, by and among Consolidated Rail Corporation, CSX Transportation, Inc., and Norfolk Southern Railway Company, with exhibit thereto, is incorporated by reference from Exhibit 10.5 to Norfolk Southern Corporation's Form 10-Q filed on August 11, 1999. (SEC File No. 001-08339)

(j) Amendment No. 1, dated as of June 1, 2000, to the Shared Assets Area Operating Agreements for North Jersey, South Jersey/Philadelphia, and Detroit, dated as of June 1, 1999, by and among Consolidated Rail Corporation, CSX Transportation, Inc., and Norfolk Southern Railway Company, with exhibits thereto, is incorporated by reference to Exhibit 10(h) to Norfolk Southern Corporation's Form 10-K filed on March 5, 2001. (SEC File No. 001-08339)

(k) Amendment No. 2, dated as of January 1, 2001, to the Shared Assets Area Operating Agreements for North Jersey, South Jersey/Philadelphia, and Detroit, dated as of June 1, 1999, by and among Consolidated Rail Corporation, CSX Transportation, Inc., and Norfolk Southern Railway Company, with exhibits thereto, is incorporated by reference to Exhibit 10(j) to Norfolk Southern Corporation's Form 10-K filed on February 21, 2002. (SEC File No. 001-08339)

(l) Amendment No. 3, dated as of June 1, 2001, and executed in May of 2002, to the Shared Assets Area Operating Agreements for North Jersey, South Jersey/Philadelphia, and Detroit, dated as of June 1, 1999, by and among Consolidated Rail Corporation, CSX Transportation, Inc., and Norfolk Southern Railway Company, with exhibits thereto, is incorporated by reference to Exhibit 10(k) to Norfolk Southern Corporation's Form 10-K filed on February 24, 2003. (SEC File No. 001-08339)

(m) Amendment No. 4, dated as of June 1, 2005, and executed in late June 2005, to the Shared Assets Area Operating Agreements for North Jersey, South Jersey/Philadelphia, and Detroit, dated as of June 1, 1999, by and among Consolidated Rail Corporation, CSX Transportation, Inc., and Norfolk Southern Railway Company, with exhibits thereto, is incorporated by reference to Exhibit 99 to Norfolk Southern Corporation's Form 8-K filed on July 1, 2005. (SEC File No. 001-08339)

(n) Monongahela Usage Agreement, dated as of June 1, 1999, by and among CSX Transportation, Inc., Norfolk Southern Railway Company, Pennsylvania Lines LLC, and New York Central Lines LLC, with exhibit thereto, is incorporated by reference from -Exhibit 10.7 to Norfolk Southern Corporation's Form 10-Q filed on August 11, 1999. (SEC File No. 001-08339)

(o) The Agreement, entered into as of July 27, 1999, between North Carolina Railroad Company and Norfolk Southern Railway Company, is incorporated by reference from Exhibit 10(i) to Norfolk Southern Corporation's Form 10-K filed on March 6, 2000. (SEC File No. 001-08339)

(p)	Second Amendment, dated December 28, 2009, to the Master Agreement dated July 27, 1999, by and between North Carolina Railroad Company and Norfolk Southern Railway Company, is incorporated by reference to Exhibit 10(q) to Norfolk Southern Corporation's Form 10-K filed on February 17, 2010 (Exhibits, annexes and schedules omitted. The Registrant will furnish supplementary copies of such materials to the SEC upon request). (SEC File No. 001-08339)
(q)	The Supplementary Agreement, entered into as of January 1, 1987, between the Trustees of the Cincinnati Southern Railway and The Cincinnati, New Orleans and Texas Pacific Railway Company (the latter a wholly owned subsidiary of Norfolk Southern Railway Company) – extending and amending a Lease, dated as of October 11, 1881 – is incorporated by reference to Exhibit 10(k) to Norfolk Southern Corporation's Form 10-K filed on March 5, 2001. (SEC File No. 001-08339)
(r)*	Norfolk Southern Corporation Executive Management Incentive Plan, as approved by shareholders May 14, 2015, and as amended effective March 27, 2018, November 17, 2020, November 17, 2023, and April 2, 2024 is incorporated by reference to Exhibit 10.4 to Norfolk Southern Corporation's 10-Q filed on April 24, 2024. (SEC File No. 001-08339)
(s)*	The Norfolk Southern Corporation Directors' Restricted Stock Plan, adopted January 1, 1994, and amended and restated effective as of January 23, 2015, is incorporated by reference to Exhibit 10.1 to Norfolk Southern Corporation's Form 10-Q filed on October 25, 2017. (SEC File No. 001-08339)
(t)*	Supplemental Benefit Plan of Norfolk Southern Corporation and Participating Subsidiary Companies, adopted June 1, 1982, as amended and restated effective as of December 31, 2023 is incorporated by reference to Exhibit 10(t) to Norfolk Southern Corporation's Form 10-K filed on February 5, 2024. (SEC File No. 001-08339)
(u)*	The Norfolk Southern Corporation Directors' Charitable Award Program, as amended effective July 2007, is incorporated by reference to Exhibit 10.6 to Norfolk Southern Corporation's Form 10-Q filed on July 27, 2007. (SEC File No. 001-08339)
(v)*	The Norfolk Southern Corporation Thoroughbred Stock Option Plan, as amended effective July 22, 2013, is incorporated by reference to Exhibit 10.2 to Norfolk Southern Corporation's Form 10-Q filed on July 24, 2013. (SEC File No. 001-08339)
(w)*	The Norfolk Southern Corporation Executive Life Insurance Plan, as amended and restated effective November 30, 2022 and executed as of February 21, 2023, is incorporated by reference to Exhibit 10.1 to Norfolk Southern Corporation's Form 10-Q filed on April 26, 2023. (SEC File No. 001-08339)
(x)*	The Norfolk Southern Corporation Long-Term Incentive Plan, as approved by shareholders May 14, 2015, and as amended July 29, 2016, November 29, 2016, November 28, 2017, November 27, 2018, and November 19, 2019, November 17, 2023, and December 20, 2023 is incorporated by reference to Exhibit 10(x) to Norfolk Southern Corporation's Form 10-K filed on February 5, 2024. (SEC File No. 001-08339)
(y)	Amended and Restated Transfer and Administration Agreement dated as of May 28, 2021 is incorporated by reference to Exhibit 10.1 on Norfolk Southern Corporation's Form 8-K filed on May 28, 2021. (SEC File No. 001-08339)
(z)	Amendment No. 1 dated as of May 27, 2022, to the Amended and Restated Transfer and Administration Agreement, dated as of May 28, 2021 is incorporated by reference to Exhibit 10.1 on Norfolk Southern Corporation's Form 10-Q filed on October 26, 2022. (SEC File No. 001-08339)
(aa)	Amendment No. 2 dated as of June 30, 2022, to the Amended and Restated Transfer and Administration Agreement, dated as of May 28, 2021 is incorporated by reference to Exhibit 10.2 on Norfolk Southern Corporation's Form 10-Q filed on October 26, 2022. (SEC File No. 001-08339)
(bb)	Amendment No.3 dated as of May 24, 2024, to the Amended and Restated Transfer and Administration Agreement, dated as of May 28, 2021 is incorporated by reference to Exhibit 10.1 of Norfolk Southern Corporation's Form 10-Q on July 26, 2024. (SEC File No. 001-8339)
(cc)	Commitment Termination Date Extension Request effective as of May 26, 2023 to the Amended and Restated Transfer and Administrative Agreement dated as of May 28, 2021 is incorporated by reference to Exhibit 10.2 on the Registrant's Form 10-Q filed on July 27, 2023. (SEC File No. 001-08339)

(dd)	Asset Purchase and Sale Agreement dated November 21, 2022, by and among the Registrant as purchaser, the Cincinnati, New Orleans and Texas Pacific Railway Company, and the Board of Trustees of the Cincinnati Southern Railway as seller is incorporated by reference to Exhibit 2.1 on Norfolk Southern Corporation's Form 8-K filed on November 21, 2022. (SEC File No. 001-08339)
(ee)	First Amended and Restated Asset Purchase and Sale Agreement dated as of June 28, 2023 between Board of Trustees of the Cincinnati Southern Railway, Norfolk Southern Railway Company and The Cincinnati, New Orleans and Texas Pacific Railway Company is incorporated by reference to Exhibit 10.3 on the Registrant's Form 10-Q filed on July 27, 2023. (SEC File No. 001-08339)
(ff)*	Directors' Deferred Fee Plan of Norfolk Southern Corporation, adopted June 1, 1982 and as amended and restated effective December 1, 2019, is incorporated by referenced to Exhibit 10(xx) to Norfolk Southern Corporation's Form 10-K filed on February 6, 2020. (SEC File No. 001-08339)
(gg)*	Norfolk Southern Corporation Executives' Deferred Compensation Plan, as amended and restated effective January 1, 2019, is incorporated by reference to Exhibit 10(ww) to Norfolk Southern Corporation's Form 10-K filed on February 8, 2019. (SEC File No. 001-08339)
(hh)*	Form of Norfolk Southern Corporation Long-Term Incentive Plan, Award Agreement for Outside Directors for Restricted Stock Units and deferral election form as approved by the Human Capital Management and Compensation Committee on November 18, 2021, is incorporated by reference to Exhibit 10(cc) to Norfolk Southern Corporation's Form 10-K filed on February 4, 2022. (SEC File No. 001-08339)
(ii)*,**	Form of Norfolk Southern Corporation Long-Term Incentive Plan, Award Agreement for Non-Qualified Stock Options approved by the Human Capital Management and Compensation Committee on January 28, 2025.
(jj)*,**	Form of Norfolk Southern Corporation Long-Term Incentive Plan, Award Agreement for Restricted Stock Units approved by the Human Capital Management and Compensation Committee on January 28, 2025.
(kk)*,**	Form of Norfolk Southern Corporation Long-Term Incentive Plan, Award Agreement for Performance Share Units approved by the Human Capital Management and Compensation Committee on January 28, 2025.
(ll)*	Form of Change in Control Agreement between Norfolk Southern Corporation and executive officers who entered into a change in control agreement after 2015 is incorporated by reference to Exhibit 10.2 to Norfolk Southern Corporation's Form 10-Q filed on July 29, 2020. (SEC File No. 001-08339)
(mm)	Amended and Restated Credit Agreement dated as of January 26, 2024, establishing a 5-year, $800 million unsecured revolving credit facility of the Registrant, is incorporated by reference to Exhibit 10.1 to Norfolk Southern Corporation's Form 8-K filed on January 26, 2024. (SEC File No. 001-08339)
(nn)*	Amended and Restated Offer Letter for Mark R. George, dated September 11, 2024, is incorporated by reference to Exhibit 10.1 to Norfolk Southern Corporation's Form 8-K filed on September 12, 2024. (SEC File No. 001-08339)
(oo)*	Offer Letter for John Orr dated March 18, 2024 is incorporated by reference to Exhibit 10.2 to Norfolk Southern Corporation's Form 10-Q filed on April 24, 2024. (SEC File No. 001-08339)
(pp)*	Retention Agreement for Ann A. Adams dated January 29, 2024 is incorporated by reference to Exhibit 10.3 to Norfolk Southern Corporation's Form 10-Q filed on April 24, 2024. (SEC File No. 001-08339)
(qq)*	Norfolk Southern Corporation Long-Term Incentive Plan Inducement Award Agreement for Performance-Based Restricted Stock Units is incorporated by reference to Exhibit 99.2 to Norfolk Southern Corporation's Form 8-K filed on August 28, 2019. (SEC File No. 001-08339)
(rr)*	Norfolk Southern Corporation Long-Term Incentive Plan Inducement Award Agreement for Restricted Stock Units is incorporated by reference to Exhibit 99.3 to Norfolk Southern Corporation's Form 8-K filed on August 28, 2019. (SEC File No. 001-08339)

(ss)*	Norfolk Southern Corporation Long-Term Incentive Plan Inducement Award Agreement for Non-Qualified Stock Options is incorporated by reference to Exhibit 99.4 to Norfolk Southern Corporation's Form 8-K filed on August 28, 2019. (SEC File No. 001-08339)
(tt)	A Lease Agreement, dated March 1, 2019, between NSRC and BA Leasing BSC, LLC. This Agreement is incorporated by reference herein to Exhibit 10.2 to Norfolk Southern Corporation's Form 8-K filed March 5, 2019. (SEC File No. 001-08339)
(uu)	A Participation Agreement, dated March 1, 2019, between NSRC, BA Leasing BSC, LLC, Bank of America, N.A. as Administrative Agent, and each of the Rent Assignees listed on Schedule II thereto. This Agreement is incorporated by reference herein to Exhibit 10.3 to Norfolk Southern Corporation's Form 8-K filed March 5, 2019. (SEC File No. 001-08339)
(vv)	Guaranty of NSRC's obligations under the Participation Agreement, Construction Agency Agreement, Lease Agreement and related documents by Norfolk Southern Corporation. This Agreement is incorporated by reference herein to Exhibit 10.4 to Norfolk Southern Corporation's Form 8-K filed March 5, 2019. (SEC File No. 001-08339)
(ww)	Consent and First Omnibus Amendment dated May 14, 2021 between NSRC, BA Leasing, BSC, LLC, Bank of America, N.A as Administrative Agent, and each of the Rent Assignees (the Registrant will furnish supplementally to the Securities and Exchange Commission upon request, a copy of any omitted exhibit or schedule). (SEC File No. 001-08339)
(xx)	Consent and Second Omnibus Amendment dated September 10, 2021 between NSRC, BA Leasing, BSC, LLC, Bank of America, N.A as Administrative Agent, and each of the Rent Assignees (the Registrant will furnish supplementally to the Securities and Exchange Commission upon request, a copy of any omitted exhibit or schedule). (SEC File No. 001-08339)
(yy)	Third Omnibus Amendment Agreement dated January 23, 2023 between NSRC, BA Leasing, BSC, LLC, Bank of America, N.A as Administrative Agent, and each of the Rent Assignees is incorporated by reference herein to Exhibit 10.2 to Norfolk Southern Corporation's Form 10-Q filed on April 26, 2023. (SEC File No. 001-08339)
(zz)	Fourth Omnibus Amendment Agreement dated February 28, 2024 between NSRC, BA Leasing, BSC, LLC, Bank of America, N.A as Administrative Agent, and each of the Rent Assignees is incorporated by reference herein to Exhibit 10.1 to Norfolk Southern Corporation's Form 10-Q filed on April 24, 2024. (SEC File No. 001-08339)
(aaa)*	Norfolk Southern Executive Severance Plan as adopted on May 14, 2020, and as amended July 28, 2020, and November 17, 2022, is incorporated by reference herein to Exhibit 10.1 to Norfolk Southern Corporation's Form 8-K filed on November 21, 2022. (SEC File No. 001-08339)
(bbb)	Cooperation Agreement dated November 13, 2024, by and among Norfolk Southern Corporation, Ancora Catalyst Institutional LP and certain of its affiliates is incorporated by reference herein to Exhibit 10.1 to Norfolk Southern Corporation's Form 8-K filed on November 14, 2024. (SEC File No. 001-08339)
19 **	Norfolk Southern Corporation Insider Trading policies and procedures.
21**	Subsidiaries of the Registrant.
23**	Consent of Independent Registered Public Accounting Firm.
31-A**	Rule 13a-14(a)/15d-14(a) CEO Certification.
31-B**	Rule 13a-14(a)/15d-14(a) CFO Certification.
32**	Section 1350 Certifications.
97*	Norfolk Southern Corporation Incentive-Based Compensation Recovery Policy as adopted by Human Capital Management and Compensation Committee on November 17, 2023 is incorporated by reference to Exhibit 97 to Norfolk Southern Corporation's Form 10-K filed on February 5, 2024. (SEC File No. 001-08339)

101**	The following financial information from Norfolk Southern Corporation's Annual Report on Form 10-K for the year ended December 31, 2024, formatted in Inline Extensible Business Reporting Language (iXBRL) includes: (i) the Consolidated Statements of Income for each of the years ended December 31, 2024, 2023, and 2022; (ii) the Consolidated Statements of Comprehensive Income for each of the years ended December 31, 2024, 2023, and 2022; (iii) the Consolidated Balance Sheets at December 31, 2024 and 2023; (iv) the Consolidated Statements of Cash Flows for each of the years ended December 31, 2024, 2023, and 2022; (v) the Consolidated Statements of Changes in Stockholders' Equity for each of the years ended December 31, 2024, 2023, and 2022; and (vi) the Notes to Consolidated Financial Statements.
104**	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101).

* *Management contract or compensatory arrangement.*

** *Filed herewith.*

(B) Exhibits.

The Exhibits required by Item 601 of Regulation S-K as listed in Item 15(A)3 are filed herewith or incorporated by reference.

(C) Financial Statement Schedules.

Financial statement schedules and separate financial statements specified by this Item are included in Item 15(A)2 or are otherwise not required or are not applicable.

Exhibits 23, 31, and 32 are included in copies assembled for public dissemination. All exhibits are included in the 2024 Form 10-K posted on our website at www.norfolksouthern.com under "Investors" "Financial Reports" and "SEC Filings" or you may request copies by writing to:

Office of Corporate Secretary
Norfolk Southern Corporation
650 West Peachtree Street NW
Atlanta, Georgia 30308-1925

Item 16. Form 10-K Summary

Not applicable.

POWER OF ATTORNEY

Each person whose signature appears on the next page under SIGNATURES hereby authorizes Jason M. Morris and Jason A. Zampi, or any one of them, to execute in the name of each such person, and to file, any amendments to this report, and hereby appoints Jason M. Morris and Jason A. Zampi, or any one of them, as attorneys-in-fact to sign on her or his behalf, individually and in each capacity stated below, and to file, any and all amendments to this report.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, Norfolk Southern Corporation has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized, on this 10th day of February, 2025.

/s/ Mark R. George

By: Mark R. George
(President and Chief Executive Officer)

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below on this 10th day of February, 2025, by the following persons on behalf of Norfolk Southern Corporation and in the capacities indicated.

Signature	**Title**
/s/ Mark R. George (Mark R. George)	President and Chief Executive Officer (Principal Executive Officer)
/s/ Jason A. Zampi (Jason A. Zampi)	Executive Vice President and Chief Financial Officer (Principal Financial Officer)
/s/ Claiborne L. Moore (Claiborne L. Moore)	Vice President and Controller (Principal Accounting Officer)
/s/ Claude Mongeau (Claude Mongeau)	Independent Chair and Director
/s/ Richard H. Anderson (Richard H. Anderson)	Director
/s/ William Clyburn, Jr. (William Clyburn, Jr.)	Director
/s/ Philip S. Davidson (Philip S. Davidson)	Director
/s/ Francesca A. DeBiase (Francesca A. DeBiase)	Director
/s/ Marcela E. Donadio (Marcela E. Donadio)	Director
/s/ Sameh Fahmy (Sameh Fahmy)	Director
/s/ Mary Kathryn Heitkamp (Mary Kathryn Heitkamp)	Director
/s/ John C. Huffard, Jr. (John C. Huffard, Jr.)	Director
/s/ Christopher T. Jones (Christopher T. Jones)	Director
/s/ Thomas C. Kelleher (Thomas C. Kelleher)	Director
/s/ Gilbert H. Lamphere (Gilbert H. Lamphere)	Director
/s/ Lori J. Ryerkerk (Lori J. Ryerkerk)	Director

Norfolk Southern Corporation and Subsidiaries
Valuation and Qualifying Accounts
Years ended December 31, 2024, 2023, and 2022
($ in millions)

	Beginning Balance	Additions charged to: Expenses	Additions charged to: Other Accounts	Deductions	Ending Balance
Year ended December 31, 2024					
Current portion of casualty and other claims included in accounts payable	$ 186	$ 72	$ 109 [2]	$ (151) [3]	$ 216
Casualty and other claims included in other liabilities	221	152 [1]	—	(144) [4]	229
Year ended December 31, 2023					
Current portion of casualty and other claims included in accounts payable	$ 170	$ 51	$ 84 [2]	$ (119) [3]	$ 186
Casualty and other claims included in other liabilities	218	153 [1]	—	(150) [4]	221
Year ended December 31, 2022					
Current portion of casualty and other claims included in accounts payable	$ 166	$ 43	$ 88 [2]	$ 127 [3]	$ 170
Casualty and other claims included in other liabilities	170	147 [1]	—	99 [4]	218

(1) Includes adjustments for changes in estimates for prior years' claims.
(2) Includes revenue refunds and overcharges provided through deductions from operating revenues and transfers from other accounts.
(3) Payments and reclassifications to/from accounts payable.
(4) Payments and reclassifications to/from other liabilities.

STOCK INFORMATION

COMMON STOCK

Ticker symbol: **NSC**

Our common stock is listed and traded on the New York Stock Exchange.

DIVIDENDS

At its January 2025 meeting, our Board of Directors declared a quarterly dividend of $1.35 per share on the company's common stock, payable on Feb. 20, 2025, to shareholders of record on Feb. 7, 2025.

We usually pay quarterly dividends on our common stock on or about Feb. 20, May 20, Aug. 20, and Nov. 20, when and if declared by our Board of Directors to shareholders of record. Through the end of 2024, we have paid 170 consecutive quarterly dividends since our inception in 1982.

ACCOUNT ASSISTANCE

For assistance with lost stock certificates, transfer requirements, the INVESTORS CHOICE Plan, address changes, dividend checks, and direct deposit of dividends, contact:

Equiniti Trust Company, LLC
6201 15th Avenue
Brooklyn, NY 11219
(877) 864-4750

INVESTORS CHOICE

We and our transfer agent, Equiniti Trust Company, LLC, offer the INVESTORS CHOICE Plan for investors wishing to purchase or sell Norfolk Southern Corporation common stock. This plan is available to both present shareholders of record and individual investors wishing to make an initial purchase of Norfolk Southern Corporation common stock. Once enrolled in the plan, you can invest cash dividends when paid and make optional cash investments simply and conveniently.

To take advantage of the INVESTORS CHOICE Plan, contact Equiniti Trust Company, LLC at (877) 864-4750 or visit **https://amstock.mobular.net/Amstock/NSC/** to learn more about the INVESTORS CHOICE Plan.

PUBLICATIONS

The following reports and publications are available on our website at **www.NorfolkSouthern.com** and, upon written request, will be furnished in printed form to shareholders free of charge:

- Annual Reports on Form 10-K
- Quarterly Reports on Form 10-Q
- Corporate Governance Guidelines
- Board Committee Charters
- Thoroughbred Code of Ethics
- Code of Ethical Conduct for Senior Financial Officers
- Categorical Independence Standards for Directors
- Norfolk Southern Corporation Bylaws

Shareholders desiring a printed copy of one or more of these reports and publications should send their request to our corporate secretary:

Jeremy Ballard
GC Corporate & Corporate Secretary
Norfolk Southern Corporation
650 W. Peachtree St. NW
Atlanta, GA 30308
corporate_secretary@nscorp.com

A notice and proxy statement for the annual meeting of shareholders are furnished to shareholders in advance of the meeting.

Amendments to or waivers of the Thoroughbred Code of Ethics and/or the Code of Ethical Conduct for Senior Financial Officers that are required to be disclosed pursuant to Item 5.05 of the current report on Form 8-K will be disclosed on our website.

ETHICS & COMPLIANCE HOTLINE

High ethical standards are the key to our success. Anyone who might be aware of a violation of our corporation's Thoroughbred Code of Ethics is required to contact our Ethics & Compliance Hotline at (800) 732-9279.

FINANCIAL INQUIRIES

Jason A. Zampi
Executive Vice President & Chief Financial Officer

Norfolk Southern Corporation 650 W. Peachtree St. NW
Atlanta, GA 30308
financial.inquiries@nscorp.com

INVESTOR INQUIRIES

Michael T. Barr
Vice President Treasurer, Investor Relations & Integrated Resource Planning

Norfolk Southern Corporation
650 W. Peachtree St. NW
Atlanta, GA 30308
investor.relations@nscorp.com

CORPORATE OFFICE

Norfolk Southern Corporation
650 W. Peachtree St. NW
Atlanta, GA 30308
(855) NORFOLK or
(855) 667-3655

SHAREHOLDER SERVICES INFORMATION

Norfolk Southern Corporation
Requests & Information
shareholder@nscorp.com
(800) 531-6757

FORWARD-LOOKING STATEMENTS

Certain statements in this Annual Report are "forward-looking statements" within the meaning of the "safe harbor" provisions of the Private Securities Litigation Reform Act of 1995, as amended. These statements relate to future events or financial performance and involve known and unknown risks, uncertainties, and other factors that may cause our actual results or performance to be materially different from those expressed or implied by any forward-looking statements. In some cases, forward-looking statements can be identified by terminology such as "may," "will," "could," or other comparable terminology. We have based these forward-looking statements on our current expectations, assumptions, estimates, beliefs, and projections, which we believe are reasonable. However, such forward-looking statements are only predictions and involve known and unknown risks and uncertainties, many of which involve factors or circumstances that are beyond our control. These and other important factors, including those discussed in Item 1A "Risk Factors," in the Form 10-K set forth herein, may cause actual results, performance, or achievements to differ materially from those expressed or implied by these forward-looking statements. The forward-looking statements herein are made only as of the date they were first issued, and unless otherwise required by applicable securities laws, we disclaim any intention or obligation to update or revise any forward-looking statements, whether as a result of new information, future events, or otherwise.

NORFOLK SOUTHERN

www.NorfolkSouthern.com

EXHIBIT 9.4

NORFOLK SOUTHERN CORPORATION
2023 ANNUAL REPORT
(FILED WITH THE SEC ON MAR. 20, 2024)

NORFOLK SOUTHERN

2023

ANNUAL REPORT

SAFE OPERATIONS, PRODUCTIVITY, & GROWTH








FINANCIAL HIGHLIGHTS

Norfolk Southern Corporation & Subsidiaries

DESCRIPTION OF BUSINESS

Norfolk Southern Corporation (NYSE: NSC) is one of the nation's premier transportation companies, moving the goods and materials that drive the U.S. economy. Its Norfolk Southern Railway Company subsidiary connects customers to markets and communities to economic opportunity with safe, reliable, and cost-effective shipping solutions. The company operates approximately 19,100 route miles across a service territory that includes 22 states and the District of Columbia, every major container port in the eastern United States, and a majority of the U.S. population and manufacturing base. In addition to operating the most extensive intermodal network in the East, the company is a major transporter of industrial products, automobiles, automotive parts, and coal.

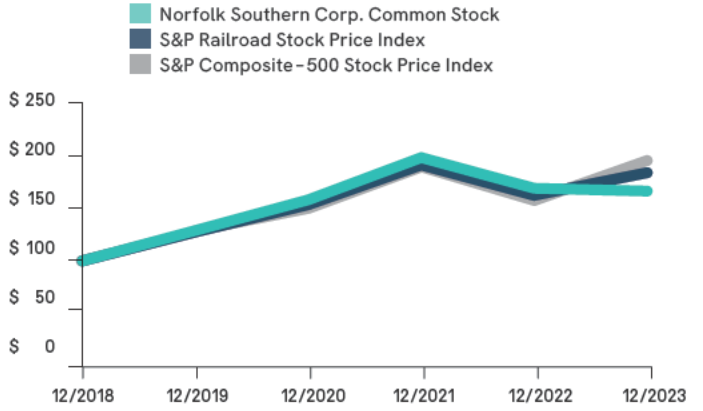
FOR THE YEAR (numbers in millions, except per-share amounts)		2023[1]		2022		2021
Railway operating revenues	$	12,156	$	12,745	$	11,142
Income from railway operations (as adjusted for 2023)	$	3,967	$	4,809	$	4,447
Net income (as adjusted for 2023)	$	2,673	$	3,270	$	3,005
Per share – diluted (as adjusted for 2023)	$	11.74	$	13.88	$	12.11
Dividends per share	$	5.40	$	4.96	$	4.16
Dividend payout ratio (as adjusted for 2023)		46%		36%		34%
Net cash provided by operating activities	$	3,179	$	4,222	$	4,255
Property additions	$	2,349	$	1,948	$	1,470
Free cash flow[2]	$	830	$	2,274	$	2,785
AT YEAR END						
Total assets	$	41,652	$	38,885	$	38,493
Total debt	$	17,179	$	15,182	$	13,840
Stockholders' equity	$	12,781	$	12,733	$	13,641
Shares outstanding		225.7		228.1		240.2
FINANCIAL RATIOS						
Operating Ratio (as adjusted for 2023)		67.4%		62.3%		60.1%
Debt-to-total-capitalization ratio		57.3%		54.4%		50.4%

Railway Operating Revenues
(in millions)

Income from Railway Operations
(in millions)

Free Cash Flow[2]
(in millions)

Total Stockholder Returns[3]
(in dollars)



1 Our 2023 financial results include $1.1 billion of expenses related to the Eastern Ohio incident. For purposes of period-over-period comparability, 2023 results for income from railway operations, net income, net income per share – diluted, dividend payout ratio, and operating ratio have been adjusted to exclude these charges, and are considered non-GAAP financial measures. The 2023 dividend payout ratio is dividends paid ($1,225M) as a percentage of net income ($2,673M), as compared to a 67% dividend payout ratio using net income under GAAP ($1,827M). For more information, see the "Non-GAAP Reconciliation for 2023" on page K24 of our Annual Report on Form 10-K.

2 Free cash flow is considered a non-GAAP financial measure and is a measure of cash available for other investing and financing activities, including payment of dividends, repurchases of common stock, and repayments of debt. Management believes that this non-GAAP financial measure provides useful supplemental information to investors regarding our ability to generate cash flows after taking into consideration cash necessary to cover operations and maintain and grow our capital base. Net cash provided by operating activities is a GAAP measure. Free cash flow ($830M) is net cash provided by operating activities ($3,179M) reduced by payments for property additions ($2,349M).

3 This graph compares the cumulative stockholder returns on Norfolk Southern Corporation common stock with the other identified indices. It assumes an investment of $100 in NSC common stock and each index on Dec. 31, 2018, and that all dividends were reinvested over the five-year period, ending Dec. 31, 2023. Data furnished by Bloomberg Financial Markets.


1827
1827

FELLOW SHAREHOLDER

Norfolk Southern persevered through a challenging year in 2023, advancing our strategy with a balanced approach to safe operations, productivity, and growth. Our team demonstrated unwavering commitment to our shared goals, enhanced safety across our organization, and created a more compelling service product.

We delivered on our promise to make a safe railroad even safer. We moved quickly and decisively to implement safety initiatives across our system, adjusting the way we assemble our trains, strengthening our conductor training program, and working closely with our independent safety consultant. Together, we reduced our mainline accident rate by 38%, with the fewest mainline accidents since 1999.

Building on the strength of these improvements, we invested in the resilience of our railroad with refreshed leadership, operating plan refinements, and added resources – reinvesting approximately $2.3 billion of capital in our business. These efforts produced tangible results, led by our Intermodal franchise.

As the year concluded, intermodal service was the best it has been in five years. Our most service-sensitive customers are now shipping more freight with Norfolk Southern. In the final months of 2023, intermodal volumes reached the highest level on our network in two and a half years.

Despite enhancements in safety and service, the challenges of 2023 applied significant pressure to our financial results while total revenue declined 5% in a stubbornly weak freight market.

Through these challenges, Norfolk Southern remains fully committed to enhancing value for our shareholders. In 2023, we returned approximately $1.8 billion to shareholders, including $1.2 billion in dividend payments, and repurchasing roughly $600 million of Norfolk Southern stock. Through the end of the year, we have paid a dividend on our common stock for 166 consecutive quarters.

Our commitment to enhanced value and safe, reliable service extends to all stakeholders, including our railroaders, customers, and the communities we serve.

In close partnership with labor unions, we made significant progress through the year on multiple initiatives to improve quality of life for our colleagues – including becoming the first Class I railroad to implement paid sick leave for all craft employees. Early in 2024, we announced an additional partnership alongside the Federal Railroad Administration

in which we co-developed and launched a Confidential Close Call Reporting System pilot program – another first for Class I railroads. An active, engaged workforce is key to our success.

As we worked to improve our culture, we also expanded existing partnerships with customers and created opportunities to bring new business into our company. Together, we worked to complete industrial development projects representing $3.1 billion in customer investment and the creation of over 4,150 new jobs along Norfolk Southern lines.

These communities we serve are also home to many of our railroaders, making our connection that much stronger. This was notably evident following the derailment in East Palestine when Norfolk Southern promised to make it right for residents and businesses. To date, we have paid all associated remediation costs and committed more than $104 million in community support and direct financial payments. I am very proud of how our team responded, but we are not finished. We will see this through.

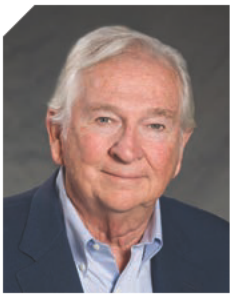
With a safer, more fluid, and resilient network, Norfolk Southern is moving forward with confidence in 2024. We are relentlessly focused on driving productivity improvement and additional growth to provide excellent shareholder value at industry-competitive margins. With the continued guidance of our Board of Directors led by independent Chair Amy Miles, our resolve to deliver on all aspects of our strategy has never been stronger.

Thank you for your continued support of Norfolk Southern.

Alan H. Shaw

WITH A SAFER, MORE FLUID, AND RESILIENT NETWORK, NORFOLK SOUTHERN IS MOVING FORWARD WITH CONFIDENCE IN 2024.

BOARD OF DIRECTORS



THOMAS D. BELL, JR

Independent Director Since: 2010

Age: 74

Committees:
- Finance and Risk Management
- Human Capital Management and Compensation

Career Highlights
Mr. Bell is the Chairman of Mesa Capital Partners, LLC, a real estate investment company. Mr. Bell previously served as Chairman and CEO of Cousins Properties, a publicly traded real estate investment trust that invests in office buildings throughout the Sun Belt, from 2002 to 2009. He is also a director of Southern Company Gas and was previously a director of Regal Entertainment Group, Inc. and Young & Rubicam Inc., among numerous other companies.

Key Skills and Expertise
Governmental and Stakeholder Relations, Strategic Planning, Risk Management, Safety, Environmental and Sustainability, Human Resources and Compensation, Marketing, Executive Leadership, Governance/Board, and Operational Oversight

MITCHELL E. DANIELS, JR.

Independent Director Since: 2016

Age: 75

Committees:
- Executive
- Governance and Nominating (Chair)
- Human Capital Management and Compensation

Career Highlights
Mr. Daniels served as the President of Purdue University from 2013 to 2023 and served as Governor of Indiana from 2005 to 2013. From 1990 to 2000, Mr. Daniels worked for Eli Lilly and Company, holding the executive positions of President of North American Pharmaceutical Operations and Senior Vice President of Corporate Strategy and Policy. Mr. Daniels is also a director of Cerner Corporation.

Key Skills and Expertise
Executive Leadership, Finance and Accounting, Governance/Board, Governmental and Stakeholder Relations, and Strategic Planning

PHILIP S. DAVIDSON

Independent Director Since: 2023

Age: 64

Committees:
- Finance and Risk Management
- Safety

Career Highlights
Adm. Philip Davidson retired from the U.S. Navy in 2021, following a distinguished military career that spanned nearly 39 years of service and culminated in his appointment in 2018 as a four-star Admiral and 25th Commander of the United States Indo-Pacific Command (INDOPACOM). INDOPACOM is the United States' oldest and largest military combatant command, encompassing more than 100 million square miles or about 52 percent of the Earth's surface. Prior to his tenure as Commander of INDOPACOM, he led a comprehensive review of the Surface Navy's safety protocols that resulted in the implementation of measures to enhance safety, including new training and assessment processes. He founded Davidson Strategies, LLC, a management, technical, and strategic advisory firm. He also currently serves on the boards of Par Pacific Holdings, Inc. and AeroVironment, Inc.

Key Skills and Expertise
Safety, Operational Oversight, Governmental and Stakeholder Relations, Strategic Planning, Risk Management, Executive Leadership, Governance/Board, and Information Technology

FRANCESCA A. DEBIASE

Independent Director Since: 2023

Age: 58

Committees:
- Audit
- Governance and Nominating

Career Highlights
Francesca DeBiase is a seasoned supply chain, sustainability, and finance executive, with more than 30 years of global supply chain expertise across restaurant, food, toys, packaging, logistics, construction, real estate, and marketing services. From 2020 to 2022, Ms. DeBiase served as Executive Vice President and Global Chief Supply Chain Officer of McDonald's Corporation. From 2018 to 2020, she served as Chief Sustainability Officer, where she was a champion for sustainability across the McDonald's system, working with leaders to embed social and environmental goals into long-term plans to drive meaningful, industry-wide change. Ms. DeBiase led the revitalization of McDonald's sustainability vision under the platform of Scale for Good. Prior to that role, she held various accounting, finance, and supply chain positions at McDonald's. She began her career at Ernst & Young as an auditor in the retail and consumer products practice.

Key Skills and Expertise
Operational Oversight, Executive Leadership, Marketing, Transportation and Logistics, Environmental and Sustainability, Strategic Planning, Finance and Accounting, Governance/Board, and Risk Management

MARCELA E. DONADIO

Independent Director Since: 2016

Age: 69

Committees:
- Audit (Chair)
- Executive
- Finance and Risk Management

Career Highlights
Ms. Donadio, a certified public accountant with over 38 years of audit and public accounting experience, is a retired partner of Ernst & Young LLP, a multinational professional services firm. From 2007 until her retirement in 2014, Ms. Donadio was Americas Oil & Gas Sector Leader, with responsibility for one of Ernst & Young's significant industry groups helping set firm strategy for oil and gas industry clients in the United States and throughout the Americas. Ms. Donadio serves as Lead Independent Director of Marathon Oil Corporation, and as director of NOV Inc. and Freeport-McMoRan, Inc.

Key Skills and Expertise
Strategic Planning, Risk Management, Finance and Accounting, Governmental and Stakeholder Relations, Governance/Board, Human Resources and Compensation, and Executive Leadership

JOHN C. HUFFARD, JR.

Independent Director Since: 2020

Age: 56

Committees:
- Finance and Risk Management
- Human Capital Management and Compensation

Career Highlights
Mr. Huffard is a co-founder and director of Tenable Holdings, Inc., a cybersecurity software company. Mr. Huffard was a co-founder and served as President and Chief Operating Officer and a director of Tenable Network Security, Inc., the predecessor to Tenable Holdings, Inc. from 2002 to 2018, where he was responsible for driving Tenable's global corporate strategy and business operations and was instrumental in the venture funding and IPO process. From 2018 to 2019, Mr. Huffard focused exclusively on business operations as Chief Operating Officer of Tenable Holdings, Inc.

Key Skills and Expertise
Information Technology, Risk Management, Finance and Accounting, Operational Oversight, Human Resources and Compensation, Strategic Planning, Governmental and Stakeholder Relations, Marketing, Executive Leadership, and Governance/Board

CHRISTOPHER T. JONES

Independent Director Since: 2020

Age: 59

Committees:
- Audit
- Executive
- Safety (Chair)

Career Highlights
Dr. Jones served as Corporate Vice President and President of the technology services sector of Northrop Grumman Corporation, a global aerospace and defense technology company, from 2013 through 2019. Previously, he served as Vice President and General Manager of Northrop Grumman's integrated logistics and modernization division from 2010 through 2012. Dr. Jones also served 26 years in the U.S. Air Force, including as an engineer, systems analyst, communications officer, and maintenance officer, retiring as the Chief of Maintenance for the Connecticut Air National Guard.

Key Skills and Expertise
Information Technology, Operational Oversight, Safety, Governmental and Stakeholder Relations, Strategic Planning, Risk Management, Environmental and Sustainability, Executive Leadership, Finance and Accounting, and Governance/Board

THOMAS C. KELLEHER

Independent Director Since: 2019

Age: 66

Committees:
- Audit
- Executive
- Finance and Risk Management (Chair)

Career Highlights
Mr. Kelleher has been Chairman of the Board of UBS Group AG since April 2022. Previously, he served as President of Morgan Stanley, a leading global financial services firm, from 2016 until his retirement in June 2019. He also served as Chairman and Chief Executive Officer of Morgan Stanley Bank, N.A. until June 2019. Previously, he was President of Morgan Stanley Institutional Securities from 2010 to 2016, CEO of Morgan Stanley International from 2011 to 2016, Chief Financial Officer and Co-Head of Corporate Strategy from 2007 to early 2010, and served as Morgan Stanley's Head of Global Capital Markets from 2006 to 2007.

Key Skills and Expertise
Finance and Accounting, Strategic Planning, Risk Management, Governance/Board, Human Resources and Compensation, Governmental and Stakeholder Relations, Executive Leadership, and Operational Oversight

BOARD OF DIRECTORS

STEVEN F. LEER

Independent Director Since: 1999

Age: 71

Committees:
- Governance and Nominating
- Human Capital Management and Compensation

Career Highlights
Mr. Leer served as the Chief Executive Officer of Arch Coal, Inc., a company engaged in coal mining and related businesses, from 1992 through 2012. He was Chairman of its board from 2006 through 2012 and its Executive Chairman from 2012 through 2014. He then served as Senior Advisor to the President and CEO of Arch Coal from 2014 through 2015. Mr. Leer was a director of Cenovus Energy Inc. until January 1, 2021, and served as the non-executive Chairman of USG Corporation until April 2019. Mr. Leer is a director of Parsons Corporation and has served as their Lead Independent Director since April 2022.

Key Skills and Expertise
Safety, Transportation and Logistics, Governmental and Stakeholder Relations, Strategic Planning, Human Resources and Compensation, Governance/Board, Environmental and Sustainability, Executive Leadership, and Marketing

MICHAEL D. LOCKHART

Independent Director Since: 2008

Age: 75

Committees
- Audit
- Safety

Career Highlights
Mr. Lockhart served as Chairman of the Board, President and Chief Executive Officer of Armstrong World Industries, Inc., and its predecessor, Armstrong Holdings, Inc., a leading global producer of flooring products and ceiling systems, from 2000 until his retirement in February 2010. Mr. Lockhart previously served as Chairman and Chief Executive Officer of General Signal Corporation, a diversified manufacturer, from September 1995 until it was acquired in 1998.

Key Skills and Expertise
Executive Leadership, Environmental and Safety, Finance and Accounting, Governance/Board, Marketing, Risk Management, Strategic Planning, and Transportation and Logistics

AMY E. MILES

Independent Chair Since: 2022

Independent Director Since: 2014

Age: 57

Committees:
- Executive (Chair)

Career Highlights
Ms. Miles has served as Chair of the Board of Norfolk Southern since May 1, 2022, and as a director since 2014. Ms. Miles served as Chief Executive Officer of Regal Entertainment Group, Inc., a leading motion picture exhibitor, from 2009 until its acquisition in March 2018. During that time, she served as a director of Regal and was named Chair of its board in 2015. Ms. Miles previously served as Regal Entertainment's Executive Vice President, Chief Financial Officer and Treasurer from 2002 to 2009. She is also a director of The Gap, Inc. and Amgen, Inc.

Key Skills and Expertise
Strategic Planning, Governance/Board, Operational Oversight, Executive Leadership, Finance and Accounting, Information Technology, and Marketing

CLAUDE MONGEAU

Independent Director Since: 2019

Age: 62

Committees:
- Human Capital Management and Compensation
- Safety

Career Highlights
Mr. Mongeau served as President and Chief Executive Officer of Canadian National Railway Company (CN), a North American railroad and transportation company, from January 2010 to June 2016 and as a director of CN from October 2009 to June 2016. During his 22-year career at CN, he also served as Executive Vice President and Chief Financial Officer, Vice President Strategic and Financial Planning, and Assistant Vice President Corporate Development. Mr. Mongeau is also a director of Cenovus Energy and Toronto-Dominion Bank. He was formerly a director of Telus from 2017 to 2019.

Key Skills and Expertise
Transportation and Logistics, Executive Leadership, Governmental and Stakeholder Relations, Strategic Planning, Risk Management, Safety, Environmental and Sustainability, Finance and Accounting, Operational Oversight, Governance/Board, Human Resources and Compensation, and Marketing

JENNIFER F. SCANLON

Independent Director Since: 2018

Age: 57

Committees:
- Executive
- Governance and Nominating
- Safety

Career Highlights
Ms. Scanlon has been President and Chief Executive Officer and a director of UL Solutions, a global safety science organization, since September 2019. She is the first woman to lead the organization. She previously served as President and Chief Executive Officer of USG Corporation from 2016 until its acquisition in April 2019. During that time, she served as a director of USG. Ms. Scanlon also previously served as President of USG's international business, President of L & W Supply, and Chief Information Officer and Chairman of the Board for USG Boral Building Products.

Key Skills and Expertise
Safety, Environmental and Sustainability, Executive Leadership, Operational Oversight, Governance/Board, Governmental and Stakeholder Relations, Transportation and Logistics, Strategic Planning, Information Technology, Human Resources and Compensation, Marketing, and Risk Management

ALAN H. SHAW

Director Since: 2022

Age: 56

Committees:
- Executive

Career Highlights
Mr. Shaw has been President of Norfolk Southern Corporation since December 1, 2021, and Chief Executive Officer and director since May 1, 2022. Mr. Shaw has 30 years of experience at Norfolk Southern and most recently served as Norfolk Southern's Executive Vice President and Chief Marketing Officer from May 2015 until December 2021. Mr. Shaw previously served as Norfolk Southern's Vice President Intermodal Operations from 2013 to 2015 and has been with Norfolk Southern in various positions since 1994.

Key Skills and Expertise
Operational Oversight, Strategic Planning, Safety, Governmental and Stakeholder Relations, Finance and Accounting, Transportation and Logistics, Marketing, Environmental and Sustainability, Executive Leadership, Governance/Board, Information Technology, and Risk Management

JOHN R. THOMPSON

Independent Director Since: 2013

Age: 72

Committees:
- Executive
- Governance and Nominating
- Human Capital Management and Compensation (Chair)

Career Highlights
Mr. Thompson served as a government relations consultant for Best Buy Co. Inc., a multinational consumer electronics corporation, from October 2012 to April 2016, and as Senior Vice President and General Manager of BestBuy.com LLC, a subsidiary of Best Buy Co. Inc., from 2002 through 2012, where he led and managed all aspects of strategy, technology, marketing, and logistics for Best Buy's direct to consumer digital business. Mr. Thompson was formerly a director of Belk, Inc. and Wendy's International, Inc.

Key Skills and Expertise
Strategic Planning, Transportation and Logistics, Operational Oversight, Information Technology, Governance/Board, Human Resources and Compensation, Governmental and Stakeholder Relations, Executive Leadership, and Marketing

OFFICERS

As of Feb. 1, 2024.

Equal Employment Opportunity Policy

Norfolk Southern Corporation's policy is to comply with all applicable laws, regulations, and executive orders concerning equal opportunity and nondiscrimination. The company's policy is to offer employment, training, remuneration, advancement, and all other privileges of employment on the basis of qualification and performance regardless of race, religion, color, national origin, gender, age, status as a covered veteran, sexual orientation, gender identity, the presence of a disability, genetic information, or any other legally protected status.

ALAN H. SHAW
President & Chief Executive Officer

ANN A. ADAMS
Executive Vice President
& Chief Transformation Officer

PAUL B. DUNCAN
Executive Vice President
& Chief Operating Officer

CLAUDE E. "ED" ELKINS
Executive Vice President
& Chief Marketing Officer

MARK R. GEORGE
Executive Vice President
& Chief Financial Officer

NABANITA C. NAG
Executive Vice President Corporate
Affairs & Chief Legal Officer

MICHAEL R. MCCLELLAN
Senior Vice President
& Chief Strategy Officer

EDWARD F. "ED" BOYLE JR.
Vice President Engineering

CHRISTOPHER J. "CHRIS" CERASO
Vice President Integrated
Resource Planning

MICHAEL F. "MIKE" COX
Vice President Taxation

JACOB R. ELIUM
Vice President Network
Planning & Optimization

JOHN R. FLEPS
Vice President Safety

JOSEPH M. "JOE" GIOE
Vice President Transportation

JACQUELINE M. "JACQUIE" GRAY
Vice President Audit & Compliance

FLOYD E. HUDSON III
Vice President Field Engagement

JAMES L. "LEGGETT" KITCHIN
Vice President Industrial Products

STEFAN R. LOEB
Vice President First
& Final Mile Markets

CLAIBORNE L. "CLAY" MOORE
Vice President & Controller

RODNEY D. MOORE
Vice President Network Operations

JASON M. MORRIS
Vice President Law

CHRISTOPHER R. "CHRIS" NEIKIRK
Vice President & Treasurer

KATHLEEN C. SMITH
Vice President Business
Development & Real Estate

YANNIK T. THOMAS
Vice President Intermodal
& Automotive Operations

SHAWN I. TUREMAN
Vice President Intermodal
& Automotive Marketing

FRANK J. VOYACK
Vice President Government Relations

ROBERT W. "WAI" WONG
Vice President Labor Relations

JASON A. ZAMPI
Vice President Financial
Planning & Analysis

DENISE W. HUTSON
Corporate Secretary

UNITED STATES SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549
FORM 10-K

☒ ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
for the fiscal year ended **December 31, 2023**

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
for the transition period from _____ to_____

Commission File Number 1-8339

NORFOLK SOUTHERN CORPORATION
(Exact name of registrant as specified in its charter)

Virginia	**52-1188014**
(State or other jurisdiction of incorporation or organization)	(I.R.S Employer Identification No.)
650 West Peachtree Street NW	
Atlanta, Georgia	**30308-1925**
(Address of principal executive offices)	(Zip Code)

(855) 667-3655
(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Norfolk Southern Corporation Common Stock (Par Value $1.00)	**NSC**	**New York Stock Exchange**

Securities registered pursuant to Section 12(g) of the Act: NONE

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☒ No ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Act. Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer", "accelerated filer", "smaller reporting company", and "emerging growth company" in Rule 12b-2 of the Exchange Act.
Large accelerated filer ☒ Accelerated filer ☐ Non-accelerated filer ☐ Smaller reporting company ☐ Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. ☒

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements. ☐

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b). ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes ☐ No ☒

The aggregate market value of the voting common equity held by non-affiliates at June 30, 2023 was $51,455,298,277 (based on the closing price as quoted on the New York Stock Exchange on June 30, 2023).

The number of shares outstanding of each of the registrant's classes of common stock, at January 31, 2024: 225,881,508 (excluding 20,320,777 shares held by the registrant's consolidated subsidiaries).

DOCUMENTS INCORPORATED BY REFERENCE: Portions of the Registrant's definitive proxy statement to be filed electronically pursuant to Regulation 14A not later than 120 days after the end of the fiscal year, are incorporated herein by reference in Part III.

TABLE OF CONTENTS

NORFOLK SOUTHERN CORPORATION AND SUBSIDIARIES

PART I

NORFOLK SOUTHERN CORPORATION AND SUBSIDIARIES

Item 1. Business and Item 2. Properties

GENERAL – Norfolk Southern Corporation (Norfolk Southern) is an Atlanta, Georgia-based company that owns a major freight railroad, Norfolk Southern Railway Company (NSR). We were incorporated on July 23, 1980, under the laws of the Commonwealth of Virginia. Our common stock (Common Stock) is listed on the New York Stock Exchange (NYSE) under the symbol "NSC."

Unless indicated otherwise, Norfolk Southern Corporation and its subsidiaries, including NSR, are referred to collectively as NS, we, us, and our.

We are primarily engaged in the rail transportation of raw materials, intermediate products, and finished goods primarily in the Southeast, East, and Midwest and, via interchange with rail carriers, to and from the rest of the United States (U.S.). We also transport overseas freight through several Atlantic and Gulf Coast ports. We offer the most extensive intermodal network in the eastern half of the U.S.

We make available free of charge through our website, www.norfolksouthern.com, our annual report on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, and all amendments to those reports as soon as reasonably practicable after such material is electronically filed with or furnished to the U.S. Securities and Exchange Commission (SEC). In addition, the following documents are available on our website and in print to any shareholder who requests them:

- Norfolk Southern Corporation Bylaws
- Charters of the Committees of the Board of Directors
- Corporate Governance Guidelines
- Categorical Independence Standards
- The Thoroughbred Code of Ethics
- Code of Ethical Conduct for Senior Financial Officers

RAILROAD OPERATIONS – At December 31, 2023, we operated approximately 19,100 route miles in 22 states and the District of Columbia.

Our system reaches many manufacturing plants, electric generating facilities, mines, distribution centers, transload facilities, and other businesses located in our service area.

Corridors with heaviest freight volume:

- New York City area to Chicago (via Allentown and Pittsburgh)
- Chicago to Macon (via Cincinnati, Chattanooga, and Atlanta)
- Central Ohio to Norfolk (via Columbus and Roanoke)
- Cleveland to Kansas City
- Birmingham to Meridian
- Memphis to Chattanooga

The miles operated, which include major leased lines between Cincinnati and Chattanooga, and an exclusive operating agreement for trackage rights over property owned by North Carolina Railroad Company, were as follows:

	Mileage Operated at December 31, 2023				
	Route Miles	Second and Other Main Track	Passing Track, Crossovers and Turnouts	Way and Yard Switching	Total
Owned	14,312	2,676	1,953	8,142	27,083
Operated under lease, contract or trackage rights	4,825	1,889	406	841	7,961
Total	19,137	4,565	2,359	8,983	35,044

In 2022, we entered into an asset purchase and sale agreement with the Board of Trustees of the Cincinnati Southern Railway (CSR) to purchase 337 miles of railway line that extends from Cincinnati, Ohio to Chattanooga, Tennessee that we currently operate under a lease. The transaction is scheduled to close on March 15, 2024. See further discussion in Item 7 “Management's Discussion and Analysis of Financial Condition and Results of Operations” and Item 8 “Notes to Consolidated Financial Statements.”

We operate freight service over lines with significant ongoing Amtrak and commuter passenger operations and conduct freight operations over trackage owned or leased by Amtrak, New Jersey Transit, Southeastern Pennsylvania Transportation Authority, Metro-North Commuter Railroad Company, and Michigan Department of Transportation.

The following table sets forth certain statistics relating to our operations for the past five years:

	Years ended December 31,				
	2023	2022	2021	2020	2019
Revenue ton miles (billions)	176	179	178	164	194
Revenue per thousand revenue ton miles	$ 69.05	$ 71.35	$ 62.56	$ 59.67	$ 58.21
Revenue ton miles (thousands) per railroad employee	8,719	9,513	9,694	8,191	7,939
Ratio of railway operating expenses to railway operating revenues (railway operating ratio)	76.5%	62.3%	60.1%	69.3%	64.7%

RAILWAY OPERATING REVENUES – Total railway operating revenues were $12.2 billion in 2023. Following is an overview of our three commodity groups. See the discussion of merchandise revenues by major commodity group, intermodal revenues, and coal revenues and tonnage in Item 7 “Management’s Discussion and Analysis of Financial Condition and Results of Operations.”

MERCHANDISE – Our merchandise commodity group is composed of four groupings:

- Agriculture, forest and consumer products includes soybeans, wheat, corn, fertilizer, livestock and poultry feed, food products, food oils, flour, sweeteners, ethanol, lumber and wood products, pulp board and paper products, wood fibers, wood pulp, beverages, and canned goods.
- Chemicals includes sulfur and related chemicals, petroleum products (including crude oil), chlorine and bleaching compounds, plastics, rubber, industrial chemicals, chemical wastes, sand, and natural gas liquids.

- Metals and construction includes steel, aluminum products, machinery, scrap metals, cement, aggregates, minerals, clay, transportation equipment, and items for the U.S. military.
- Automotive includes finished motor vehicles and automotive parts.

In 2023, we handled 2.2 million merchandise carloads, which accounted for 61% of our total railway operating revenues.

INTERMODAL – Our intermodal commodity group consists of shipments moving in domestic and international containers and trailers. These shipments are handled on behalf of intermodal marketing companies, international steamship lines, premium customers and asset-owning companies. In 2023, we handled 3.8 million intermodal units, which accounted for 25% of our total railway operating revenues.

COAL – Coal revenues accounted for 14% of our total railway operating revenues in 2023. We handled 76 million tons, or 0.7 million carloads, most of which originated on our lines from major eastern coal basins, with the balance from major western coal basins received via the Memphis and Chicago gateways. Our coal franchise supports the electric generation market, directly serving approximately 30 coal-fired power plants, as well as the export, domestic metallurgical and industrial markets, primarily through direct rail and river, lake, and coastal facilities, including various terminals on the Ohio River, at Lamberts Point in Norfolk, Virginia, at the Port of Baltimore, and on Lake Erie.

FREIGHT RATES – Our predominant pricing mechanisms, private contracts and exempt price quotes, are not subject to regulation. In general, market forces are the primary determinant of rail service prices.

RAILWAY PROPERTY

Our railroad infrastructure makes us capital intensive with net properties of approximately $33 billion on a historical cost basis.

Property Additions – Property additions for the past five years were as follows:

	2023	2022	2021	2020	2019
	($ in millions)				
Road and other property	$ 1,547	$ 1,345	$ 1,041	$ 1,046	$ 1,371
Equipment	802	603	429	448	648
Total	$ 2,349	$ 1,948	$ 1,470	$ 1,494	$ 2,019

Our capital spending and replacement programs are and have been designed to support our ability to provide safe, efficient, and reliable rail transportation services.

Equipment – Our equipment includes owned and leased locomotives and railcars; maintenance of way equipment and machinery; other equipment and tools used in our shops, offices and facilities; and vehicles and other equipment used for maintenance, transportation, and other activities. Our equipment includes both owned equipment acquired by us, and equipment held under lease arrangements. At December 31, 2023, we owned or leased the following revenue generating equipment:

	Owned	Leased	Total	Capacity of Equipment
Locomotives:				(Horsepower)
Multiple purpose	3,162	30	3,192	12,471,795
Auxiliary units	140	—	140	—
Switching	4	—	4	4,400
Total locomotives	3,306	30	3,336	12,476,195
Freight cars:				(Tons)
Gondola	18,011	3,741	21,752	2,443,624
Hopper	7,672	—	7,672	876,433
Covered hopper	5,384	—	5,384	598,451
Box	2,189	610	2,799	257,694
Flat	1,213	676	1,889	135,106
Other	1,086	—	1,086	46,815
Total freight cars	35,555	5,027	40,582	4,358,123
Intermodal equipment:				
Chassis	38,397	1,063	39,460	
Containers	17,662	—	17,662	
Roadrailers	1,110	—	1,110	
Total intermodal equipment	57,169	1,063	58,232	

The following table indicates the number and year built for locomotives and freight cars owned at December 31, 2023:

	2023	2022	2021	2020	2019	2014-2018	2009-2013	2008 & Before	Total
Locomotives:									
No. of units	—	—	1	10	36	225	242	2,792	3,306
% of fleet	—%	—%	—%	—%	1%	7%	7%	85%	100%
Freight cars:									
No. of units	1,043	236	—	—	198	4,195	6,401	23,482	35,555
% of fleet	3%	1%	—%	—%	—%	12%	18%	66%	100%

The following table shows the average age of our owned locomotive and freight car fleets at December 31, 2023 and information regarding 2023 retirements:

	Locomotives	Freight Cars
Average age – in service	28.5 years	25.4 years
Retirements	2 units	1,744 units
Average age – retired	23.0 years	40.8 years

Track Maintenance – Of the 35,000 total miles of track on which we operate, we are responsible for maintaining 28,400 miles, with the remainder being operated under trackage rights from other parties responsible for maintenance.

Over 85% of the main line trackage (including first, second, third, and branch main tracks, all excluding rail operated pursuant to trackage rights) has rail ranging from 131 to 155 pounds per yard with the standard installation currently at 136 pounds per yard. Approximately 39% of our lines, excluding rail operated pursuant to trackage rights, carried 20 million or more gross tons per track mile during 2023.

The following table summarizes several measurements regarding our track roadway additions and replacements during the past five years:

	2023	2022	2021	2020	2019
Track miles of rail installed	584	541	458	418	449
Miles of track surfaced	4,013	4,155	4,225	4,785	5,012
Crossties installed (millions)	2.1	2.2	2.0	1.8	2.4

Traffic Control – Of the 16,200 route miles we dispatch, 11,300 miles incorporate signalization. This includes 8,500 miles governed by centralized traffic control (CTC) and 2,800 miles utilizing automatic block signals. Within the 8,500 miles of CTC, 7,600 miles are controlled by data radio systems originating from 355 base station radio sites.

ENVIRONMENTAL MATTERS – Compliance with federal, state, and local laws and regulations relating to the protection of the environment is one of our principal goals. With the exception of our response to the Eastern Ohio Incident (the "Incident" as defined in Note 17) such compliance has not had a material effect on our financial position, results of operations, liquidity, or competitive position. For further information on the Incident and environmental matters, see Note 17 in Item 8 "Notes to Consolidated Financial Statements."

HUMAN CAPITAL MANAGEMENT

Workforce – We employed an average of 20,300 employees during 2023, and 20,700 employees at the end of 2023. Approximately 80% of our railroad employees are covered by collective bargaining agreements with various labor unions, and referred to as "craft" employees. See the discussion of "Labor Agreements" in Item 7 "Management's Discussion and Analysis of Financial Condition and Results of Operations." The remainder of our workforce is composed of management employees.

Craft Workforce Levels and Productivity – Maintaining appropriate headcount levels for our craft-employee workforce is critical to our on-time and consistent delivery of customers' goods and operational efficiency goals. We manage this human capital metric through forecasting tools designed to ensure the optimal level of staffing to meet business demands. We measure and monitor employee productivity based on various factors, including gross ton miles per train and engine employee.

Safety – We are dedicated to providing employees with a safe workplace and the knowledge and tools they need to work safely and return home safely every day. Our commitment to an injury-free workplace is outlined in our Foundation of Safety policy which focuses on rules compliance, responsibility, relationships, and responsiveness.

Our safety programs, practices, and messaging further reinforce the importance of working safely. We measure employee safety performance through internal metrics such as accidents, injuries, and serious injuries per 200,000 employee-hours. We also use metrics established by the Federal Railroad Administration (FRA) to measure FRA-reportable accidents per million train miles and injuries per 200,000 employee-hours. Given that safety continues to be a top priority, and the importance of safety among our workforce and to our business, our Board of Directors (Board) has a standing Safety Committee that, among other duties, reviews, monitors, and evaluates our compliance with our safety programs and practices.

Attracting and Retaining Management Employees – Our talent strategy for management employees is essential to attracting strong candidates in a competitive talent environment. We evaluate the effectiveness of that strategy by studying market trends, benchmarking the attractiveness of our employee value proposition, maintaining a competitive compensation package, and analyzing retention data.

We also focus on driving employee engagement, which is key to increasing employee productivity, retention, and safety. We take a data-centric approach, including the use of periodic surveys among employees, to identify new initiatives that will help boost engagement and drive business results.

Employee Development and Training – We provide a range of developmental programs, opportunities, skills, and resources for our employees to be successful in their careers. We provide classroom instruction, hands-on training and simulation-based training designed to improve on-the-job effectiveness and safety outcomes.

We also use modern learning and performance technologies to offer robust professional growth opportunities. Through on-demand digital course offerings, custom-built learning paths, and in-person facilitated content, our programs provide a holistic and inclusive approach to professional development throughout an employee's career.

Diversity, Equity, and Inclusion – As a leading transportation service company, we recognize that success in the global marketplace relies on the recruitment and retention of top-tier talent, as well as leveraging the expertise and experiences of individuals from all backgrounds.

In pursuit of this goal, we are dedicated to establishing a workplace that is diverse, equitable, and inclusive, where a broad spectrum of identities, perspectives, and experiences is not only represented but also valued and empowered to thrive.

Our Inclusion Leadership Council, comprised of senior leaders from all departments, our seven employee resource groups, and the Diversity, Equity, and Inclusion strategy team, collaborate closely to implement the plan, articulate measurable goals, and hold ourselves accountable.

GOVERNMENT REGULATION – In addition to environmental, safety, securities, and other regulations generally applicable to all business, our railroads are subject to regulation by the U.S. Surface Transportation Board (STB). The STB has jurisdiction to varying extents over rates, routes, customer access provisions, fuel surcharges, conditions of service, and the extension or abandonment of rail lines. The STB has jurisdiction to determine whether we are "revenue adequate" on an annual basis based on the results of the prior year. A railroad is "revenue adequate" on an annual basis under the applicable law when its return on net investment exceeds the rail industry's composite cost of capital. This determination is made pursuant to a statutory requirement. The STB also has jurisdiction over the consolidation, merger, or acquisition of control of and by rail common carriers.

The relaxation of economic regulation of railroads, following the Staggers Rail Act of 1980, included exemption from STB regulation of the rates and most service terms for intermodal business (trailer-on-flat-car, container-on-flat-car), rail boxcar shipments, lumber, manufactured steel, automobiles, and certain bulk commodities such as sand, gravel, pulpwood, and wood chips for paper manufacturing. Further, all shipments that we have under contract are effectively removed from commercial regulation for the duration of the contract. Approximately 90% of our revenues comes from either exempt shipments or shipments moving under transportation contracts; the remainder comes from shipments moving under public tariff rates.

Efforts have been made over the past several years to increase federal economic regulation of the rail industry, and such efforts are expected to continue in 2024. The Staggers Rail Act of 1980 substantially balanced the interests of shippers and rail carriers, and encouraged and enabled rail carriers to innovate, invest in their infrastructure, and compete for business, thereby contributing to the economic health of the nation and to the revitalization of the industry. Accordingly, we will continue to oppose efforts to reimpose increased economic regulation.

Railroads are also subject to the enactment of laws by Congress and regulation by the U.S. Department of Transportation (DOT) (including the FRA) and the U.S. Department of Homeland Security (DHS) (including the Transportation Security Administration (TSA)), which regulate most aspects of our operations related to safety, security and cybersecurity.

Government regulations are further discussed within Item 1A "Risk Factors" and the safety and security of our railroads are discussed within the "Security of Operations" section contained herein.

COMPETITION – There is continuing strong competition among rail, water, and highway carriers. Price is usually only one factor of importance as shippers and receivers choose a transport mode and specific hauling company. Inventory carrying costs, service reliability, ease of handling, and the desire to avoid loss and damage during transit are also important considerations, especially for higher-valued finished goods, machinery, and consumer products. Even for raw materials, semi-finished goods, and work-in-progress, users are increasingly sensitive to transport arrangements that minimize problems at successive production stages.

Our primary rail competitor is CSX Corporation (CSX); both we and CSX operate throughout much of the same territory. Other railroads also operate in parts of the territory. We also compete with motor carriers, water carriers, and with shippers who have the additional options of handling their own goods in private carriage, sourcing products from different geographic areas, and using substitute products.

Certain marketing strategies to expand reach and shipping options among railroads and between railroads and motor carriers enable railroads to compete more effectively in specific markets.

SECURITY OF OPERATIONS – We continue to enhance the security of our rail system. Our comprehensive security plan is modeled on and was developed in conjunction with the security plan prepared by the Association of American Railroads (AAR) post September 11, 2001. The AAR Security Plan defines four Alert Levels and details the actions and countermeasures that are being applied across the railroad industry as the risk of terrorist, extremist or seriously disruptive cyber-attack increases or decreases. The Alert Level actions include countermeasures that will be applied in three general areas: (1) operations (including transportation, engineering, and mechanical); (2) information technology and communications; and, (3) railroad police. All of our Operations Division employees are advised by their supervisors or train dispatchers, as appropriate, of any change in Alert Level and any additional responsibilities they may incur due to such change.

Our security plan also complies with DOT security regulations pertaining to training and security plans with respect to the transportation of hazardous materials. As part of the plan, security awareness training is given to all railroad employees who directly affect hazardous material transportation safety, and is integrated into hazardous material training programs. Additionally, location-specific security plans are in place for rail corridors in certain metropolitan areas referred to as High Threat Urban Areas (HTUA). Particular attention is aimed at reducing risk in a HTUA by: (1) the establishment of secure storage areas for rail cars carrying toxic-by-inhalation (TIH) materials; (2) the expedited movement of trains transporting rail cars carrying TIH materials; (3) reducing the number of unattended loaded tank cars carrying TIH materials; and (4) cooperation with federal, state, local, and tribal governments to identify those locations where security risks are the highest.

We also operate four facilities that are under U.S. Coast Guard (USCG) Maritime Security Regulations. With respect to these facilities, each facility's security plan has been approved by the applicable Captain of the Port and remains subject to inspection by the USCG.

Additionally, we continue to engage in close and regular coordination with numerous federal and state agencies, including the DHS, the TSA, the Federal Bureau of Investigation, the FRA, the USCG, U.S. Customs and Border Protection, the Department of Defense, and various state Homeland Security offices.

In 2023, through the Norfolk Southern Operation Awareness and Response Program as well as participation in the Transportation Community Awareness and Emergency Response Program, we provided rail accident response training to more than 5,000 emergency responders, such as local police and fire personnel, utilizing a combination of online training and face-to-face training sessions as well as the Norfolk Southern Safety Train. We also have ongoing programs to sponsor local emergency responders at the Security and Emergency Response Training Center.

We also continually evaluate ourselves for appropriate business continuity and disaster recovery planning, with test scenarios that include cybersecurity attacks. Our risk-based information security program helps ensure our defenses and resources are aligned to address the most likely and most damaging potential attacks, to provide support for our organizational mission and operational objectives, and to keep us in the best position to detect, mitigate, and recover from a wide variety of potential attacks in a timely fashion.

Item 1A. Risk Factors

The risks set forth in the following risk factors could have a material adverse effect on our financial position, results of operations, or liquidity in a particular year or quarter, and could cause those results to differ materially from those expressed or implied in our forward-looking statements. The information set forth in this Item 1A "Risk Factors" should be read in conjunction with the rest of the information included in this annual report, including Item 7 "Management's Discussion and Analysis of Financial Condition and Results of Operations" and Item 8 "Financial Statements and Supplementary Data." We have experienced a number of the risks described below over the past year in connection with the Incident and the Incident Proceedings (defined below). The risks described below should be read in conjunction with the information regarding the Incident and Incident Proceedings provided in Note 17 in Item 8 "Notes to Consolidated Financial Statements."

INCIDENT RISKS

As defined and as further described in Note 17 in Item 8 "Notes to Consolidated Financial Statements", there was an Incident that occurred in the first quarter that consisted of a February 3, 2023 train derailment in East Palestine, Ohio that included 11 non-Company-owned tank cars containing hazardous materials, fires associated with the derailment that threatened certain of the tank cars, and a controlled vent and burn procedure conducted on February 6, 2023 on five of the derailed tank cars, all of which contained vinyl chloride. As a result of the Incident, we have become subject to numerous legal, regulatory, legislative and other proceedings related thereto, including but not limited to, the National Transportation Safety Board (NTSB) Investigation, the FRA Incident Investigation, the FRA Safety Assessment, the U.S. Department of Justice (DOJ) Complaint, the Ohio Complaint, the Incident Lawsuits, the Shareholder Matters, and the Incident Inquiries and Investigations, (each as defined in Note 17 in Item 8 "Notes to Consolidated Financial Statements"), in addition to other proceedings, actions, or potential changes in response to the Incident, including but not limited to those related to, among other items, train size, train length, train composition, or crew size (collectively, the "Incident Proceedings"). Set forth below are additional risks pertaining to an investment in the Company that are related to the Incident and the Incident Proceedings.

The costs, liabilities, fines, penalties, and/or financial impact resulting from or related to the Incident or the Incident Proceedings have been significant to date, may exceed expected or accrued amounts, and have and can be expected to continue to negatively affect our financial results. We have incurred and will continue to remain subject to incurring significant costs, liabilities, fines, and penalties related to the Incident and the Incident Proceedings, including amounts that may have a material adverse effect on our financial position, results of operations, or liquidity.

In addition, while we have accrued estimates of probable and reasonably estimable liabilities with respect to the Incident and the Incident Proceedings (several of which are in early stages), we cannot predict the final outcome or estimate the reasonably possible range of loss with certainty and such estimates may change over time due to a variety of factors, including but not limited to those set forth in Note 17 in Item 8 "Notes to Consolidated Financial Statements" or other unfavorable or unexpected developments or outcomes which could result in our current estimates being insufficient. These estimated amounts also do not include any estimate of loss for specific items for which we believe a loss is either not probable or not reasonably estimable for the reasons set forth in Note 17 in Item 8 "Notes to Consolidated Financial Statements." As a result, our currently accrued amounts of estimated liabilities may be insufficient, and any additional, new or updated accruals could have a material adverse effect on our results of operations or financial position.

New or additional governmental regulation and/or operational changes resulting from or related to the Incident or the Incident Proceedings may negatively impact us, our customers, the rail industry, or the markets we serve. The legislative, regulatory, operational or other actions taken, protocols adopted (including by us), or changes resulting from the Incident or any of the Incident Proceedings may, either individually or in the aggregate, have a material adverse effect on us, our customers, the rail industry, or the markets we serve. We also face risks from requirements that may be imposed by the government in resolution of government actions, including, for example, restrictions on our methods of operations. Our inability to comply with the requirements of any new or additional laws, regulations or operating protocols resulting from or related to the Incident or the Incident Proceedings may have a material adverse effect on our financial position, results of operations, liquidity, or operations.

REGULATORY AND LEGISLATIVE RISKS

Governmental legislation, regulation, and Executive Orders over commercial, operational, tax, safety, security, or cybersecurity matters could negatively affect us, our customers, the rail industry or the markets we serve. Congress can enact laws, agencies can promulgate regulations, and Executive Orders can be issued that increase or alter regulation in a way that negatively affects us, our customers, the rail industry or the markets we serve. Railroads presently are subject to commercial and operational regulation by the STB, which has jurisdiction to varying extents over rates, routes, customer access provisions, fuel surcharges, conditions of service, and the extension or abandonment of rail lines.

The STB also has jurisdiction over the consolidation, merger, or acquisition of control of and by rail common carriers. Additional or updated regulation of the rail industry by Congress or the STB, whether under new, existing or amended laws or regulations, could have a significant negative impact on our ability to negotiate prices for rail services, on our railway operating revenues, and on the efficiency, conduct, or complexity of our operations. Such additional or updated industry regulation, as well as enactment of any new or updated tax laws, could also negatively impact cash flows from our operating activities and, therefore, result in reduced capital spending on our rail network or abandonment of lines.

Railroads are also subject to the enactment of laws by Congress and regulation by the DOT (including the FRA) and the DHS (including the TSA), which regulate many aspects of our operations related to safety, security and cybersecurity. Additional or updated safety, security, or cybersecurity regulation by Congress, the DOT or DHS could have a negative impact on our business and the efficiency, conduct, or complexity of our operations including (but not limited to) increased operating costs, capital expenditures, claims and litigation.

Our inability to comply with the requirements of existing or updated laws, regulations, or Executive Orders that govern our operations or the rail industry, including but not limited to those pertaining to commercial, operational, tax, safety, security, or cybersecurity matters, could have a material adverse effect on our financial position, results of operations or liquidity.

We are addressing multiple governmental actions as a result of the Incident, as noted in "Incident Risks" above.

Federal and state environmental laws and regulations could negatively impact us and our operations. Our operations are subject to extensive federal and state environmental laws and regulations concerning, among other things: emissions to the air; discharges to waterways or groundwater supplies; handling, storage, transportation, and disposal of waste and other materials; and, the cleanup of hazardous material or petroleum releases. The risk of incurring environmental liability, for acts and omissions, past, present, and future, is inherent in the railroad business. This risk includes property owned by us, whether currently or in the past, that is or has been subject to a variety of uses, including our railroad operations and other industrial activity by past owners or our past and present tenants.

Environmental problems that are latent or undisclosed may exist on these properties, and we could incur environmental liabilities or costs, the amount and materiality of which cannot be estimated reliably at this time, with respect to one or more of these properties. Moreover, lawsuits and claims involving other unidentified environmental sites and matters are likely to arise from time to time.

Our inability to comply with the extensive federal and state environmental laws and regulations to which we are subject could result in significant liabilities or otherwise adversely impact our operations.

As noted in "Incident Risks" above, in connection with the Incident, we are experiencing negative impacts related to environmental matters, including extensive cleanup costs and litigation related to alleged environmental impacts of the Incident.

OPERATIONAL RISKS

A significant cybersecurity incident or other disruption to our technology infrastructure could disrupt our business operations. To conduct business, we extensively rely on information and operational technology systems, and improvements in those technologies, in all aspects of our business. The threat landscape is vast and includes hobbyists, cybercriminals, nation-states and state-sponsored activities. Attacks from these entities include, but is not limited to, denial of service, unauthorized access, theft of money, and data and extortion. System upgrades, redundancy and other continuity measures may be ineffective or inadequate, and our business continuity and disaster recovery planning may not be sufficient for all eventualities. Regardless of the cause, significant disruption or failure of one or more of information or operational technology systems operated by us or under control of third parties, including computer hardware, software, cloud services and communications equipment, can result in us experiencing a service interruption, data breach, or other operational difficulties. Such failures or disruptions can adversely impact our business by, among other things, preventing intercompany communications and disrupting operations that may result in direct or indirect monetary losses, damage to equipment or property, or loss of confidence in corporate competency. These events could have a materially adverse effect on our business, reputation, results of operations and financial condition. Although we maintain comprehensive security programs designed to protect our information technology systems, including our risk-based approach to cybersecurity, our reliance on the Framework for Improving Critical Infrastructure Cybersecurity drafted by the U.S Department of Commerce's National Institute of Standards and Technology (NIST CSF) and our layered defense system, we are continually targeted by threat actors attempting to access our networks and we may be unable to detect or prevent a breach of our systems or disruption to our service in the future. While we have previously experienced technology outages and cybersecurity events that have impacted our systems and service, future events may result in more significant impacts to our operations, reputation or financial results. These potentially impactful future events could include service disruptions, unauthorized access to our systems, viruses, ransomware, and/or compromise, acquisition, or destruction of our data. We also could be impacted by cybersecurity events targeting third parties that we rely on for business operations, including third party vendors that have access to our systems or data and third parties who provide services and are in our supply chain. Such a direct or indirect cybersecurity incident could interrupt our service, cause safety failures or operational difficulties, decrease revenues, increase operating costs, impact our efficiency, damage our corporate reputation, and/or expose us to litigation or government action or increased regulation, which could result in penalties, fines or judgments. In addition, our failure to comply with or adhere to privacy-related or data protection laws and regulations could result in government investigations and proceedings against us, or litigation, resulting in adverse reputational impacts, penalties, and legal liability.

Our business may be seriously harmed if we fail to develop, implement, maintain, upgrade, enhance, protect and integrate our information technology systems. If we fail to develop, acquire or implement new technology, or otherwise fail to maintain, protect or integrate our information technology systems, we may suffer a competitive disadvantage within the rail industry and with companies providing alternative modes of transportation service.

As a common carrier by rail, we must offer to transport hazardous materials, which exposes us to significant costs and claims. Transportation of certain hazardous materials or third party-owned equipment (typically used to transport such materials) creates risks of significant losses in terms of personal injury and property (including environmental) damage and compromise critical parts of our rail network. The costs of a catastrophic rail accident involving hazardous materials or third party-owned equipment could exceed our insurance coverage. We have obtained insurance for potential losses for third-party liability and first-party property damages (see Note 17 in Item 8 "Notes to Consolidated Financial Statements"); however, insurance is available from a limited number of insurers and may not continue to be available or, if available, may not be obtainable on terms acceptable to us. Any future legislation preventing the transportation of hazardous materials through specific cities could have negative impacts including increased network congestion and operating costs, reduced operating efficiency, and increased risk of an accident involving hazardous materials.

With regard to the risks arising from the transportation of hazardous materials, the Incident and the Incident Proceedings have given rise to significant costs to us and impacts on our rail network, as noted in "Incident Risks" above. With respect to third party-owned equipment, the primary risk arises from the potential for a latent defect we are unable to identify despite robust safety inspection protocols.

We face competition from other transportation providers. We are subject to competition from motor carriers, railroads and, to a lesser extent, ships, barges, and pipelines, on the basis of transit time, pricing, and quality and reliability of service. While we have primarily used internal resources to build or acquire and maintain our rail system, trucks and barges have been able to use public rights-of-way maintained by public entities. Any future improvements, expenditures, legislation, or regulation changing or materially increasing the efficiency or reducing the cost of one or more alternative modes of transportation in the regions in which we operate (such as granting materially greater latitude for motor carriers with respect to size or weight limitations or adoption and utilization of autonomous commercial vehicles) could have a material adverse effect on our ability to compete with other modes of transportation.

Capacity constraints could negatively impact our service and operating efficiency. We have experienced and may again experience capacity constraints on our rail network related to employee or equipment shortages, increased demand for rail services, severe weather, congestion on other railroads, including passenger activities, or impacts from changes to our network structure or composition. Such constraints could result in operational inefficiencies or adversely affect our operations.

Significant increases in demand for rail services could result in the unavailability of qualified personnel and resources like locomotives. Changes in workforce demographics, training requirements, and availability of qualified personnel, particularly for engineers and conductors, have negatively impacted and may again negatively impact our ability to meet short-term demand for rail service. Unpredicted increases in demand for rail services may exacerbate such risks and could negatively impact our operational efficiency.

Constraints on the supply chain or the operations of carriers with which we interchange may adversely affect our operations. Our ability to provide rail service to our customers depends in large part upon a functioning global supply chain and our ability to maintain collaborative relationships with connecting carriers (including shortlines and regional railroads) with respect to, among other matters, freight rates, revenue division, car supply and locomotive availability, data exchange and communications, reciprocal switching, interchange, and trackage rights. Deterioration in the supply chain or service provided by connecting carriers, or in our relationship with those connecting carriers, could result in our inability to meet our customers' demands or require us to use alternate train

routes, which could result in significant additional costs and network inefficiencies. Additionally, any significant consolidations, mergers or operational changes among other railroads may alter our market access and reach.

We may be negatively affected by terrorism or war. Any terrorist attack, or other similar event, any government response thereto, and war or risk of war could cause significant business interruption. Because we play a critical role in the nation's transportation system, we could become the target of such an attack or have a significant role in the government's preemptive approach or response to an attack or war.

Although we currently maintain insurance coverage for third-party liability arising out of war and acts of terrorism, we maintain only limited insurance coverage for first-party property damage and damage to property in our care, custody, or control caused by certain acts of terrorism. In addition, premiums for some or all of our current insurance programs covering these losses could increase dramatically, or insurance coverage for certain losses could be unavailable to us in the future.

We may be negatively affected by supply constraints resulting from disruptions in the fuel markets or the nature of some of our supplier markets. We consumed approximately 377 million gallons of diesel fuel in 2023. Fuel availability could be affected by limitation in the fuel supply or by imposition of mandatory allocation or rationing regulations. A severe fuel supply shortage arising from production curtailments, increased demand in existing or emerging foreign markets, disruption of oil imports, disruption of domestic refinery production, damage to refinery or pipeline infrastructure, political unrest, war or other factors could impact us as well as our customers and other transportation companies.

Due to the capital-intensive nature, as well as the industry-specific requirements of the rail industry, high barriers of entry exist for potential new suppliers of core railroad items, such as locomotives and rolling stock equipment. Additionally, we compete with other industries for available capacity and raw materials used in the production of locomotives and certain track and rolling stock materials. Changes in the competitive landscapes of these limited supplier markets could result in increased prices or significant shortages of materials.

Pandemics, epidemics or endemic diseases could further negatively impact us, our customers, our supply chain and our operations. The magnitude and duration of a pandemic, epidemic or endemic disease, and its impact on our customers and general economic conditions can influence the demand for our services and affect our revenues. In addition, such outbreaks could affect our operations and business continuity if a significant number of our essential employees, overall or in a key location, are unable to work from contraction of or exposure to the disease or if governmental orders prevent our employees or critical suppliers from working. To the extent such diseases adversely affect our business and financial results, they may also have the effect of heightening many of the other risks described in the risk factors included herein, or may affect our operating and financial results in a manner that is not presently known to us.

LITIGATION RISKS

We may be subject to various claims and lawsuits that could result in significant expenditures. The nature of our business exposes us to the potential for various claims and litigation related to labor and employment, personal injury, commercial disputes, freight loss and other property damage, and other matters. Job-related personal injury and occupational claims are subject to the Federal Employer's Liability Act (FELA), which is applicable only to railroads. FELA's fault-based tort system produces results that are unpredictable and inconsistent as compared with a no-fault worker's compensation system. The variability inherent in this system could result in actual costs being different from the liability recorded.

A catastrophic rail accident, whether on our lines or another carrier's, involving any or all of release of hazardous materials, freight loss, property damage, personal injury, and environmental liability could compromise critical parts of our rail network. Losses associated with such an accident involving us could exceed our insurance coverage, resulting in a material adverse effect on our liquidity. Any material changes to current litigation trends could also have a material adverse effect on our liquidity to the extent not covered by insurance.

We have obtained insurance for potential losses for third-party liability and first-party property damages; however, insurance is available from a limited number of insurers and may not continue to be available or, if available, may not be obtainable on terms acceptable to us.

We are incurring significant expenditures as a result of claims and lawsuits arising from the Incident and the related Incident Proceedings, as described in "Incident Risks" above.

HUMAN CAPITAL RISKS

Failure to attract and retain key executive officers, or skilled professional or technical employees could adversely impact our business and operations. Our success depends on our ability to attract and retain skilled employees, including a sufficient number of craft employees to enable us to efficiently conduct our operations. Difficulties in recruiting and retaining skilled employees, including train and engine workers, key executives, and other skilled professional and technical employees; the unexpected loss of such individuals; and/or our inability to successfully transition key roles could each have a material adverse effect on our business and operations.

The vast majority of our employees belong to labor unions, and the renegotiation of labor agreements or any provisions thereof, or any strikes or work stoppages (including any entered into in connection with any such negotiations), could adversely affect our operations. Approximately 80% of our railroad employees are covered by collective bargaining agreements with various labor unions. We entered into updated labor agreements with these labor unions in December 2022 and future national labor agreements, or renegotiation of labor agreements or provisions of labor agreements, could significantly increase our costs for health care, wages, and other benefits. Additionally, if our craft employees were to engage in a strike, work stoppage, or other slowdown, including in connection with the renegotiation of any such agreements or any provisions thereof, we could experience a significant disruption in our operations, thereby adversely impacting our results of operations.

CLIMATE CHANGE RISKS

Severe weather and disasters have caused, and could again cause, significant business interruptions and expenditures. Severe weather conditions and other natural phenomena resulting from changing weather patterns and rising sea levels or other causes, including hurricanes, floods, fires, landslides, extreme temperatures, significant precipitation, and earthquakes, have caused, and may again cause damage to our network, our workforce to be unavailable and us to be unable to use our equipment. Additionally, shifts in weather patterns caused by climate change are expected to increase the frequency, severity or duration of certain adverse weather conditions, which could cause more significant business interruptions that result in increased costs, increased liabilities, and decreased revenues.

Concern over climate change has led to significant federal, state, and international legislative and regulatory efforts to limit greenhouse gas (GHG) emissions. Restrictions, caps, taxes, or other legislative or regulatory controls on GHG emissions, including diesel exhaust, could significantly increase our operating costs and decrease the amount of traffic we handle.

In addition, legislation and regulation related to climate change or GHG emissions could negatively affect the markets we serve and our customers. Even without legislation or regulation, government incentives and adverse publicity relating to climate change or GHG emissions could negatively affect the markets for certain of the commodities we carry, or our customers that use commodities we carry to produce energy (including coal), use significant amounts of energy in producing or delivering the commodities we carry, or manufacture or produce goods that consume significant amounts of energy associated with GHG emissions.

MACROECONOMIC AND MARKET RISKS

We may be negatively impacted by changes in general economic conditions. Negative changes in domestic and global economic conditions, including reduced import and export volumes, could affect the producers and consumers of the freight we carry. Economic conditions could also result in bankruptcies of one or more large customers.

We may be negatively affected by energy prices. Volatility in energy prices could have a significant effect on a variety of items including, but not limited to: the economy; demand for transportation services; business related to the energy sector, including crude oil, natural gas, and coal; fuel prices; and, fuel surcharges.

The state of capital markets could adversely affect our liquidity. We rely on the capital markets to provide some of our capital requirements, including the issuance of debt instruments and the sale of certain receivables. Significant instability or disruptions of the capital markets, including the credit markets, or deterioration of our financial position due to internal or external factors could restrict or eliminate our access to, and/or significantly increase the cost of, various financing sources, including bank credit facilities and issuance of corporate bonds. Instability or disruptions of the capital markets and deterioration of our financial position, alone or in combination, could also result in a reduction of our credit rating to below investment grade, which could prohibit or restrict us from accessing external sources of short- and long-term debt financing and/or significantly increase the associated costs.

Item 1B. Unresolved Staff Comments

None.

Item 1C. Cybersecurity

CYBERSECURITY RISK MANAGEMENT AND STRATEGY

Process

We use a multi-layered defensive cybersecurity strategy based on the cyber security framework drafted by the NIST. The NIST CSF is a voluntary framework of best practices to identify, protect, detect, respond to, and recover from cybersecurity matters. Based on the NIST CSF, our processes to identify, assess, and manage material risks from cybersecurity threats includes the following:

Identify
We identify risks from cybersecurity threats by first developing and maintaining an understanding of those assets essential to our operation and reputation, as well as assets that could provide value to threat actors. Any cyber act is considered a potential risk if a threat actor can use it to reduce the value of an asset, reduce our ability to utilize or otherwise access the value of an asset, or surreptitiously gain or increase their access to an asset or its value.

Assess
We assess risks from cybersecurity threats by evaluating exposure of our assets to identified cyber risks, as well as potential impacts to our operations or reputation from our inability to access or utilize an asset or realize its value, or a threat actor's ability to gain access to an asset or its value. We further evaluate the potential materiality of these risks based on the potential impact to our operations or reputation.

Manage
We mitigate risks from cybersecurity threats by applying multiple layers of defense to ensure we have the continued ability to access or utilize an asset or its value, and deny threat actors the ability to gain or increase their access to an asset or its value. We prioritize defensive mechanisms, including administrative,

procedural, and technical controls, according to their relative cost and reduction in risk based on the NIST CSF.

We further monitor, test, assess, and update these processes, including working with government agencies and peers to implement practices to guard against an evolving threat environment and to ensure we remain compliant with relevant regulatory requirements.

Integration into our Risk Management Framework

Our processes to assess, identify, and manage cybersecurity risks are expressly incorporated into our enterprise risk management (ERM) framework, which includes technology as one of the five primary risk categories addressed by the ERM framework, with cybersecurity risks being one of the three subcategories within the technology risk category. As a result, our ERM leadership team works with the Chief Information Officer (CIO) and Chief Information Security Officer (CISO) to define the top areas of risk in both the technology and cybersecurity areas, with such risks incorporated into our ERM framework and mapped to the NIST CSF. Our internal ERM leadership also meets on a quarterly basis with our technology risk working group, comprised of leaders across the information technology, information security and law departments, to monitor developments in the threat landscape so that key cybersecurity threats impacting the Company continue to be identified and prioritized.

Third-Party Engagement

We employ multiple service providers from time to time to perform periodic reviews and evaluations of our cybersecurity framework, the results of which are provided to and reviewed with management, with appropriate reporting to the Finance and Risk Management Committee (F&RM Committee) of the Board. These reviews encompass a broad range of areas, including information technology system resilience, cybersecurity risk assessments, information security program assessments, external threat environment reviews, internal cybersecurity policy compliance, and near-term incident response to identify or disconfirm potential involvement of a threat actor.

Oversight of Third-Party Providers

Within our purchasing and third-party vendor management programs, we require all vendors who handle our data as well as vendors who provide technology and data services – including hardware, software, staffing, and support – to maintain certain security protections including, but not limited to, compliance with applicable data protection laws, and implementation of administrative, physical and technical safeguards to protect our data, including how our data is stored, accessed and transmitted. In addition, all providers within these service categories must sign our data security attachment that articulates the specific security standards, cybersecurity insurance, and mandatory incident reporting protocols applicable to the underlying provision of services.

Risks

Please see Item 1A. Risk Factors – Operational Risks – "A significant cybersecurity incident or other disruption to our technology infrastructure could disrupt our business operations" for our disclosures regarding the most pertinent risks we may experience from cybersecurity threats.

As noted therein, regardless of the cause, a significant disruption or failure of one or more information or operational technology systems operated by us or under control of third parties can result in service disruptions, unauthorized access to our systems, viruses, ransomware, and/or compromise, acquisition, or destruction of our data.

Such a direct or indirect cybersecurity incident could interrupt our service, cause safety failures or operational difficulties, decrease revenues, increase operating costs, impact our efficiency, damage our corporate reputation, and/or expose us to litigation, government action, increased regulation, penalties, fines or judgments, any or all

which may ultimately have a materially adverse effect on our results of operations, financial condition, reputation, and business (including our strategy of operating a resilient freight railroad).

While we have previously experienced technology outages and cybersecurity events that have impacted our systems and service, future events may result in more significant impacts to our operations, reputation or financial results. As a result of these prior events, and given the potential risks that a technology outage or cybersecurity event would result in a materially adverse effect on our results of operations, financial condition, reputation, or business, we have conducted and will continue conducting, internal and third-party assessments of information technology and cybersecurity vulnerabilities, information technology resiliency, and our related processes and procedures, so that we can continue to identify and address key cybersecurity risks.

CYBERSECURITY GOVERNANCE

Board Oversight

The Norfolk Southern Board, through the F&RM Committee, has direct oversight of cybersecurity risks. The F&RM Committee receives periodic reports from the CIO and CISO regarding the primary technology risks impacting the company, including risks impacting our information and operational systems, service resiliency, cybersecurity risks, and the related threat environment. Agendas for these periodic updates may be further adjusted to address any emerging risks or key topics in greater detail, including emerging regulations, best practices, cyber readiness, and third-party assessment results. Regular updates are also provided to the F&RM Committee regarding all material or potentially material cybersecurity incidents, including root causes, and identification of and progress towards, remediation activities through completion.

The Board receives a periodic update from the Chair of the F&RM Committee regarding the matters addressed by the F&RM Committee, as well as an annual report from the CISO highlighting the emerging threat landscape, our progress executing on our defensive cybersecurity strategy, and a review of our cybersecurity incident investigation and response processes.

Management's Role

The CISO, reporting to the CIO, is directly responsible for the assessment, oversight, and management of our enterprise-wide cybersecurity strategy and governance. Our CISO has significant relevant experience in the area, including graduate and postgraduate engineering technology degrees, along with 20 years of information security experience in critical infrastructure, as well as seven years with Norfolk Southern where he guided the Company through the implementation of our multi-layered defensive cybersecurity strategy that aligns with the NIST CSF. As noted above, our technology risk working group, comprised of leaders across the information technology, information security and law departments, including our CIO, CISO and Data Privacy Officer (DPO), among others, further monitor developments in the threat landscape so that key cybersecurity threats impacting the Company continue to be identified and prioritized.

Management and Board Reporting

Cybersecurity incidents are reported directly to the CISO in accordance with the applicable incident response plan. The CISO, together with the DPO, determine incident severity and response, and in turn report material or potentially material incidents to our internal 8-K subcommittee (comprised of senior leaders from the law, accounting, finance, investor relations, and communications departments), our CEO, and our Executive Vice President Corporate Affairs and Chief Legal Officer, who in turn notify the Chairs of the Board and the F&RM Committee. The Board is promptly notified prior to filing any 8-K disclosing any material or potentially material cybersecurity incidents, with the F&RM Committee provided further updates regarding root causes and remediation efforts.

We also have a cybersecurity incident response plan including specific responsive protocols administered by a predesignated incident response team, led by our CISO and DPO and comprised of other members of management. This incident response team also conducts periodic table-top exercises with management to ensure adherence to our cybersecurity incident response plan.

In an effort to deter and detect cyber threats, we also periodically provide all employees with a data protection and cybersecurity awareness training program, which covers timely and relevant topics, including phishing, password protection, confidential data protection, asset use and mobile security, and further educates employees on the importance of and process for reporting all potential incidents immediately. We also use technology-based tools to mitigate cybersecurity risks and to bolster employee-based cybersecurity programs.

Item 3. Legal Proceedings

For information on our legal proceedings, see Note 17 "Commitments and Contingencies" in Item 8 "Notes to Consolidated Financial Statements."

Item 4. Mine Safety Disclosures

Not applicable.

Information About Our Executive Officers

Our executive officers generally are elected and designated annually by the Board at its first meeting held after the annual meeting of stockholders, and they hold office until their successors are elected. Executive officers also may be elected and designated throughout the year as the Board considers appropriate. There are no family relationships among our officers, nor any arrangement or understanding between any officer and any other person pursuant to which the officer was selected. The following table sets forth certain information, at February 1, 2024, relating to our officers.

Name, Age, Present Position	Business Experience During Past Five Years
Alan H. Shaw, 56, President and Chief Executive Officer	Present position since May 1, 2022. Served as President from December 1, 2021 to May 1, 2022. Served as Executive Vice President and Chief Marketing Officer from May 16, 2015 to December 1, 2021.
Ann A. Adams, 53, Executive Vice President and Chief Transformation Officer	Present position since April 1, 2019. Served as Vice President Human Resources from April 1, 2016 to April 1, 2019.
Paul B. Duncan, 44, Executive Vice President and Chief Operating Officer	Present position since January 1, 2023. Served as Senior Vice President Transportation and Network Operations from September 1, 2022 to January 1, 2023. Served as Vice President Network Planning and Operations from March 1, 2022 to September 1, 2022. Prior to joining Norfolk Southern, served as Vice President of Service Design and Performance for BNSF Railway from October 1, 2018 to March 1, 2022.
Claude E. Elkins, Jr., 58, Executive Vice President and Chief Marketing Officer	Present position since December 1, 2021. Served as Vice President Industrial Products from April 1, 2018 to December 1, 2021.
Mark R. George, 56, Executive Vice President and Chief Financial Officer	Present position since November 1, 2019. Prior to joining Norfolk Southern, served as Vice President, Finance and Chief Financial Officer at segments of United Technologies Corporation. The positions were Vice President Finance, Strategy, IT and Chief Financial Officer at Otis Elevator Company from October 2015 to May 2019, and Vice President Finance and Chief Financial Officer at Carrier Corporation from June 2019 until joining Norfolk Southern.
Nabanita C. Nag, 48, Executive Vice President and Chief Legal Officer	Present position since July 1, 2022. Served as Senior Vice President and Chief Legal Officer from March 1, 2022 to July 1, 2022. Served as General Counsel - Corporate from August 31, 2020 to March 1, 2022. Prior to joining Norfolk Southern, served as Vice President and Corporate Counsel in the Financial Management Law Group at Prudential Financial from March 3, 2014 to August 1, 2020.
Claiborne L. Moore, 44, Vice President and Controller	Present position since March 1, 2022. Served as Assistant Vice President Corporate Accounting from March 15, 2019 to March 1, 2022. Served as Director Investor Relations from July 1, 2017 to March 15, 2019.

PART II

NORFOLK SOUTHERN CORPORATION AND SUBSIDIARIES

Item 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities

STOCK INFORMATION

Common Stock is owned by 18,962 stockholders of record as of December 31, 2023, and is traded on the New York Stock Exchange under the symbol "NSC."

ISSUER PURCHASES OF EQUITY SECURITIES

Period	Total Number of Shares (or Units) Purchased[1]	Average Price Paid per Share (or Unit)	Total Number of Shares (or Units) Purchased as Part of the Publicly Announced Plans or Programs[2]	Approximate Dollar Value of Shares that may yet be Purchased under the Publicly Announced Plans or Programs[2]
October 1-31, 2023	270,465	$ 197.70	269,938	$ 6,933,309,430
November 1-30, 2023	159,957	202.48	156,646	6,901,566,364
December 1-31, 2023	145,664	229.80	145,398	6,868,152,575
Total	576,086		571,982	

(1) Of this amount, 4,104 represent shares tendered by employees in connection with the exercise of stock options under the stockholder-approved Long-Term Incentive Plan (LTIP).

(2) On March 29, 2022, our Board of Directors authorized a new program for the repurchase of up to $10.0 billion of Common Stock beginning April 1, 2022. As of December 31, 2023, $6.9 billion remains authorized for repurchase, until such amount is exhausted.

Item 6. [Reserved]

Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations

Norfolk Southern Corporation and Subsidiaries

The following discussion and analysis should be read in conjunction with the Consolidated Financial Statements and Notes. Refer to Item 8 "Notes to Consolidated Financial Statements" for all "Note" references.

OVERVIEW

We are one of the nation's premier transportation companies, moving goods and materials that help drive the U.S. economy. We connect customers to markets and communities to economic opportunity with safe, reliable, and cost-effective shipping solutions. Our Norfolk Southern Railway Company subsidiary operates in 22 states and the District of Columbia. We are a major transporter of industrial products, including agriculture, forest and consumer products, chemicals, and metals and construction materials. In addition, in the East we serve every major container port and operate the most extensive intermodal network. We are also a principal carrier of coal, automobiles, and automotive parts.

Our 2023 financial results were impacted by a February 2023 derailment in Eastern Ohio. The derailment of 38 railcars resulted in the release of certain chemicals that were being transported for our customers. Following the Incident (as defined and as further described in Note 17) and throughout the remainder of the year, we have worked to clean the derailment site safely and thoroughly and to monitor for any impact on public health and the environment. As a result of the Incident, we incurred $1.1 billion of expenses primarily related to our environmental cleanup and remediation efforts at and around the site, related legal proceedings, and other Incident-related costs. As a result, income from railway operations, net income, and diluted earnings per share declined compared to 2022, most significantly as a result of the direct costs from the Incident. Our financial results were further impacted by lower revenues and higher non-Incident-related operating expenses.

SUMMARIZED RESULTS OF OPERATIONS

	2023	2022	2021	2023 vs. 2022	2022 vs. 2021
	($ in millions, except per share amounts)			*(% change)*	
Income from railway operations	$ 2,851	$ 4,809	$ 4,447	(41%)	8%
Net income	$ 1,827	$ 3,270	$ 3,005	(44%)	9%
Diluted earnings per share	$ 8.02	$ 13.88	$ 12.11	(42%)	15%
Railway operating ratio (percent)	76.5	62.3	60.1	23%	4%

Income from railway operations, net income and diluted earnings per share declined in 2023 compared to 2022, driven by expenses incurred with our response efforts to the Incident (Note 17), lower railway operating revenues, and higher non-Incident-related railway operating expenses. Railway operating revenues declined 5% due to lower average revenue per unit, the result of lower fuel surcharge revenue and decreased intermodal storage service revenues partially offset by favorable pricing and mix. Additionally, lower volumes contributed to the decline in revenues. Expenses associated with the Incident for the year were $1.1 billion. In addition to costs resulting from the Incident, railway operating expenses increased due to inflationary pressures, investments in operational resiliency, and higher service-related costs, offset partially by lower fuel prices. The decline in net income and diluted earnings per share also reflects the absence of a prior year $136 million deferred tax benefit, a result of an enactment of a change in the corporate income tax rate in the Commonwealth of Pennsylvania in 2022. Railway operating ratio (a measure of the amount of operating revenues consumed by operating expenses) deteriorated to 76.5 percent.

Income from railway operations increased in 2022 compared to 2021, driven by higher railway operating revenues. Revenue growth was the result of higher fuel surcharge revenues and pricing gains, which more than offset the impact of volume declines. The rise in revenues was partly offset by increased railway operating expenses, driven by higher fuel prices, other inflationary pressures, service-related costs, increased labor-related costs primarily resulting from labor union negotiations, and higher claims-related expenses. Incremental expenses incurred in 2022 that resulted from finalized labor agreements for wages earned in 2021 and prior periods lowered diluted earnings per share by $0.18. Additionally, net income included a $136 million deferred tax benefit resulting from a state corporate income tax rate change, which increased diluted earnings per share by $0.58. Our share repurchase activity resulted in the percentage increase in diluted earnings per share that exceeded that of net income. Railway operating ratio deteriorated to 62.3 percent.

The following table adjusts our 2023 U.S. Generally Accepted Accounting Principles (GAAP) financial results to exclude the effects of the Incident. The income tax effects of this non-GAAP adjustment were calculated based on the applicable tax rates to which the non-GAAP adjustment related. We use these non-GAAP financial measures internally and believe this information provides useful supplemental information to investors to facilitate making period-to-period comparisons by excluding the 2023 costs arising from the Incident. While we believe that these non-GAAP financial measures are useful in evaluating our business, this information should be considered as supplemental in nature and is not meant to be considered in isolation from, or as a substitute for, the related financial information prepared in accordance with GAAP. In addition, these non-GAAP financial measures may not be the same as similar measures presented by other companies.

	Non-GAAP Reconciliation for 2023		
	Reported (GAAP)	**Eastern Ohio Incident**	**Adjusted (non-GAAP)**
	($ in millions, except per share amounts)		
Income from railway operations	$ 2,851	$ 1,116	$ 3,967
Income taxes	$ 493	$ 270	$ 763
Net income	$ 1,827	$ 846	$ 2,673
Diluted earnings per share	$ 8.02	$ 3.72	$ 11.74
Railway operating ratio (percent)	76.5	(9.1)	67.4

In the table below, references to 2023 results and related comparisons use the adjusted, non-GAAP results from the reconciliation in the table above.

	Adjusted 2023 (non-GAAP)	2022	2021	Adjusted 2023 (non-GAAP) vs. 2022	2022 vs. 2021
	($ in millions, except per share amounts)			*(% change)*	
Income from railway operations	$ 3,967	$ 4,809	$ 4,447	(18%)	8%
Net income	$ 2,673	$ 3,270	$ 3,005	(18%)	9%
Diluted earnings per share	$ 11.74	$ 13.88	$ 12.11	(15%)	15%
Railway operating ratio (percent)	67.4	62.3	60.1	8%	4%

On a non-GAAP basis excluding the impact of direct costs resulting from the Incident, income from railway operations decreased in 2023 due to lower railway operating revenues and higher railway operating expenses. Railway operating revenues declined due to decreased fuel surcharge revenue, decreased intermodal storage revenues, and lower volume, partially offset by increased pricing and favorable mix compared to the prior year. Railway operating expenses increased due to inflationary pressures, investments in operational resiliency, and higher service-related costs, partially offset by lower fuel prices.

DETAILED RESULTS OF OPERATIONS

Railway Operating Revenues

The following tables present a three-year comparison of revenues, volumes (units), and average revenue per unit by commodity group.

	Revenues			2023	2022
	2023	2022	2021	vs. 2022	vs. 2021
	($ in millions)			*(% change)*	
Merchandise:					
Agriculture, forest and consumer products	$ 2,530	$ 2,493	$ 2,251	1%	11%
Chemicals	2,054	2,148	1,951	(4%)	10%
Metals and construction	1,634	1,652	1,562	(1%)	6%
Automotive	1,135	1,038	905	9%	15%
Merchandise	7,353	7,331	6,669	—%	10%
Intermodal	3,090	3,681	3,163	(16%)	16%
Coal	1,713	1,733	1,310	(1%)	32%
Total	$ 12,156	$ 12,745	$ 11,142	(5%)	14%

	Units			2023	2022
	2023	2022	2021	vs. 2022	vs. 2021
	(in thousands)			*(% change)*	
Merchandise:					
Agriculture, forest and consumer products	734.3	723.0	725.5	2%	—%
Chemicals	515.0	540.1	529.7	(5%)	2%
Metals and construction	634.1	634.6	669.0	—%	(5%)
Automotive	361.5	339.1	345.4	7%	(2%)
Merchandise	2,244.9	2,236.8	2,269.6	—%	(1%)
Intermodal	3,822.4	3,913.1	4,104.1	(2%)	(5%)
Coal	677.1	684.6	658.0	(1%)	4%
Total	6,744.4	6,834.5	7,031.7	(1%)	(3%)

	Revenue per Unit			2023	2022
	2023	2022	2021	vs. 2022	vs. 2021
	($ per unit)			*(% change)*	
Merchandise:					
Agriculture, forest and consumer products	$ 3,445	$ 3,448	$ 3,102	—%	11%
Chemicals	3,989	3,978	3,684	—%	8%
Metals and construction	2,577	2,604	2,334	(1%)	12%
Automotive	3,140	3,059	2,621	3%	17%
Merchandise	3,275	3,277	2,938	—%	12%
Intermodal	808	941	771	(14%)	22%
Coal	2,530	2,532	1,991	—%	27%
Total	1,802	1,865	1,584	(3%)	18%

Revenues decreased $589 million in 2023 but increased $1.6 billion in 2022 compared to the prior years. Revenues declined in 2023 as a result of lower average revenue per unit, driven by decreases in fuel surcharge revenue and intermodal storage revenues, and volume declines. Higher revenue for 2022 was the result of increased average revenue per unit, driven by higher fuel surcharge revenue, pricing gains, improved mix, and increased intermodal storage service charges, partially offset by volume declines.

The table below reflects the components of the revenue change by major commodity group.

	2023 vs. 2022 Increase (Decrease)			2022 vs. 2021 Increase (Decrease)		
	($ in millions)					
	Merchandise	**Intermodal**	**Coal**	**Merchandise**	**Intermodal**	**Coal**
Volume	$ 26	$ (85)	$ (19)	$ (96)	$ (147)	$ 53
Fuel surcharge revenue	(119)	(208)	(23)	455	417	79
Rate, mix and other	115	(298)	22	303	248	291
Total	$ 22	$ (591)	$ (20)	$ 662	$ 518	$ 423

Approximately 95% of our revenue base is covered by contracts that include negotiated fuel surcharges. Fuel surcharge revenues totaled $1.2 billion, $1.6 billion, and $622 million in 2023, 2022, and 2021, respectively. The change in fuel surcharge revenues in each period was primarily driven by fluctuations in fuel commodity prices.

For 2024, we expect that revenue will increase modestly driven by higher volumes.

MERCHANDISE revenues increased in both 2023 and 2022 compared with the prior years. In 2023, revenues were slightly higher as pricing and volume gains were nearly offset by lower fuel surcharge revenue and unfavorable mix. Increased volumes in automotive and agriculture, forest and consumer shipments were partially offset by decreased chemicals shipments. In 2022, revenues rose due to higher average revenue per unit, driven by higher fuel surcharge revenue and increased pricing, partially offset by lower volume. Decreased volumes in metal and construction and automotive shipments more than offset higher chemical shipments.

Agriculture, forest and consumer products revenues increased in both 2023 and 2022 compared with the prior years. In 2023, the rise was the result of increased volume. Average revenue per unit was flat, the result of lower fuel surcharge revenue offset by pricing gains. Increases in ethanol and fertilizer shipments more than offset declines in shipments of wood chips and graphic paper. Increased market demand led to volume gains in ethanol and fertilizer. Volume declines in wood chips were due to customer mill closures, while lower market demand led to the decline in graphic paper. In 2022, the rise was the result of increased average revenue per unit, the result of higher fuel surcharge revenue and pricing gains, while volumes were nearly flat. Declines in pulpboard, fertilizer, and pulp, were offset by increases in soybeans, feed, and corn. Pulpboard and pulp shipments declined due to decreased demand, equipment availability, service disruptions, and production down time. Lower fertilizer shipments were driven by high fertilizer prices causing customers to draw down on existing inventories or delay purchases as well as production disruptions. Soybean volumes were higher due to increased opportunity for exports. Feed shipments were higher due to increased customer demand. Increased corn shipments were due to improved equipment cycle times.

Chemicals revenues decreased in 2023 but increased in 2022 compared with the prior years. In 2023, the decrease was as a result of volume declines. Reduced shipments of crude oil, organic chemicals, and natural gas liquids, more than offset the increases in solid waste and other petroleum products. Volume declines for crude oil were driven by soft demand in the energy markets. Organic chemicals and natural gas liquids volume declined as a result

of lower demand. Volume gains in solid waste were due to growth with existing customers, while the gains in petroleum products were due to growth with existing customers and new business opportunities. In 2022, the increase was the result of higher average revenue per unit, driven by fuel surcharge revenue and pricing gains, and volume growth. Increases in sand and solid waste shipments were partially offset by declines in plastics, inorganic chemicals, organic chemicals, and natural gas liquids. The increase in sand was due to greater demand resulting from sustained high natural gas prices. Solid waste shipments increased due to growth with existing customers. Plastics shipments decreased due to softening of the housing market. Declines in inorganic chemicals, organic chemicals, and natural gas liquids shipments were due to decreased demand and reduced production.

Metals and construction revenues were lower in 2023 but higher in 2022 compared with the prior years. In 2023, the decline in revenue was driven by lower average revenue per unit, the result of decreased fuel surcharge revenue partially offset by increased price. Volumes were nearly unchanged as reduced shipments of kaolin and construction materials were offset by volume gains in coil steel and scrap metal. The volume declines in kaolin were largely driven by lower demand, while the declines in construction materials were due to lower demand, extended cycle times and service challenges. Gains in coil steel volume were due to increased equipment available to handle demand, while scrap metal volume increased due to higher demand. In 2022, revenue growth was driven by higher average revenue per unit, the result of higher fuel surcharge revenue and pricing gains, partially offset by lower volume. Volumes fell largely as a result of decreased shipments of coil steel, iron and steel, and scrap metal driven by service disruptions and slower equipment cycle times.

Automotive revenues rose in both 2023 and 2022 compared with the prior years. The increase in revenues in 2023 was driven by increased volume and higher average revenue per unit, driven by favorable price. Volume increases were due to higher finished vehicle inventory levels available for rail transportation and improved equipment cycle times. The increase in revenues in 2022 was driven by higher average revenue per unit, due to higher fuel surcharge revenue and pricing gains, partially offset by volume declines. Volume declines were the result of slower equipment cycle times partially offset by fewer parts supply issues due to easing supply chain congestion when compared to the prior year.

INTERMODAL revenues decreased in 2023 but increased in 2022 compared with the prior years. The decrease in 2023 was the result of lower average revenue per unit, driven by reduced storage service charges and lower fuel surcharge revenue, and decreased volume. The increase in 2022 was the result of higher average revenue per unit, due to higher fuel surcharge revenue, pricing gains, and increased storage service charges, partially offset by decreased volume.

Intermodal units by market were as follows:

	2023	2022	2021	2023 vs. 2022	2022 vs. 2021
	(units in thousands)			*(% change)*	
Domestic	2,371.6	2,573.6	2,630.6	(8%)	(2%)
International	1,450.8	1,339.5	1,473.5	8%	(9%)
Total	3,822.4	3,913.1	4,104.1	(2%)	(5%)

Domestic volume decreased in both 2023 and 2022 compared with the prior years. In 2023, volume declined due to a decrease in freight demand as a result of reduced consumer consumption combined with high inventories, and increased truck competition. In 2022, volume declined due to service disruptions, terminal congestion, strong over-the-road competition, and increased truck availability.

International volume increased in 2023 but decreased in 2022. The increase in 2023 was driven by ocean carriers favoring inland point intermodal traffic, partially offset by a decrease in imports. The decline in 2022 was the result of supply chain constraints, chassis shortages, and excess retail inventory.

COAL revenues decreased in 2023 but increased in 2022 compared with the prior years. The decrease in 2023 was a result of decreased volumes. Average revenue per unit was flat as lower fuel surcharge revenue and pricing declines were offset by positive mix. The increase in 2022 was due to higher average revenue per unit, driven by pricing gains and higher fuel surcharge revenue, and increased volumes.

As shown in the following table, total tonnage decreased in 2023 but increased 2022.

	2023	2022	2021	2023 vs. 2022	2022 vs. 2021
	(tons in thousands)			*(% change)*	
Utility	30,419	35,705	33,169	(15%)	8%
Export	31,005	25,887	24,886	20%	4%
Domestic metallurgical	11,096	11,307	11,804	(2%)	(4%)
Industrial	3,372	3,765	3,595	(10%)	5%
Total	75,892	76,664	73,454	(1%)	4%

Utility coal tonnage decreased in 2023 but increased in 2022 compared with the prior years. The decrease in 2023 was due to low natural gas prices, high stockpiles, and unplanned customer outages. The increase in 2022 was due to increased demand and service improvements.

Export coal tonnage increased in both periods compared with prior years. The increases in both years were a result of increased demand and coal supply.

Domestic metallurgical coal tonnage decreased in both 2023 and 2022 compared with the prior years. The decrease in 2023 was due to reduced coke shipments resulting from idled customer facilities. The decrease in 2022 was the result of reduced coke shipments related to customer sourcing changes and idled customer facilities.

Industrial coal tonnage decreased in 2023 but increased in 2022 compared with the prior years. The decrease in 2023 was due to reduced coal shipments related to customer sourcing changes. The increase in 2022 was the result of increased demand.

Railway Operating Expenses

Railway operating expenses summarized by major classifications were as follows:

	2023	2022	2021	2023 vs. 2022	2022 vs. 2021
	($ in millions)			*(% change)*	
Compensation and benefits	$ 2,819	$ 2,621	$ 2,442	8%	7%
Purchased services and rents	2,070	1,922	1,726	8%	11%
Fuel	1,170	1,459	799	(20%)	83%
Depreciation	1,298	1,221	1,181	6%	3%
Materials and other	832	713	547	17%	30%
Eastern Ohio incident	1,116	—	—		
Total	$ 9,305	$ 7,936	$ 6,695	17%	19%

In 2023, expenses increased as we incurred $1.1 billion of costs related to environmental matters and legal proceedings resulting from the Incident (Note 17). Additionally, railway operating expenses reflected higher costs due to inflationary pressures, investments in operational resiliency, and higher service-related costs. Partially offsetting these increases were the impacts of lower fuel prices and the absence of retroactive wage increases recorded in 2022. In 2022, expenses increased primarily as a result of higher fuel prices, other inflationary pressures, service-related costs, increased labor-related costs resulting from labor union negotiations, and higher claims expense.

Compensation and benefits increased in 2023, reflecting changes in:

- employee activity levels (up $138 million),
- pay rates (up $86 million),
- overtime (up $9 million),
- incentive and stock-based compensation (down $30 million), and
- other (down $5 million).

In 2022, compensation and benefits increased, a result of changes in:

- pay rates (up $188 million),
- employee activity levels (up $51 million),
- overtime (up $18 million),
- incentive and stock-based compensation (down $79 million), and
- other (up $1 million).

Pay rates in 2022 were impacted by the outcome of completed labor negotiations, which resulted in retroactive wage increases and other benefits pertaining to prior years. These wage increases and benefits increased compensation and benefits by $54 million.

Our employment averaged 20,300 in 2023, compared with 18,900 in 2022, and 18,500 in 2021.

Purchased services and rents includes the costs of services purchased from external vendors and contractors, including the net costs of operating joint facilities with other railroads and the net cost of equipment rentals.

	2023	2022	2021	2023 vs. 2022	2022 vs. 2021
		($ in millions)		*(% change)*	
Purchased services	$ 1,683	$ 1,565	$ 1,409	8%	11%
Equipment rents	387	357	317	8%	13%
Total	$ 2,070	$ 1,922	$ 1,726	8%	11%

The increase in purchased services in 2023 was due to higher technology-related costs, increased operational and transportation expenses, and higher engineering activity. The increase in purchased services in 2022 was due to inflationary pressures which resulted in higher intermodal-related expenses, and increased operational and transportation expenses, as well as higher technology-related costs.

Equipment rents, which includes our cost of using equipment (mostly freight cars) owned by other railroads or private owners less the rent paid to us for the use of our equipment, increased in both periods. In 2023, the increase was due to increased intermodal equipment expenses, higher freight car lease costs, and decreased equity in TTX Company's (TTX) earnings. In 2022, the increase was the result of lower network fluidity which led to greater time-and-mileage expenses, increased automotive and intermodal equipment expenses, and higher short-term locomotive resource costs.

Fuel expense, which includes the cost of locomotive fuel as well as other fuel used in railway operations, decreased in 2023 but increased in 2022. The decrease in 2023 was due to lower locomotive fuel prices (down 20%), which decreased fuel expense by $275 million. The increase in 2022 was due to higher locomotive fuel prices (up 87%) which increased expenses by $634 million. Locomotive fuel consumption was nearly flat in 2023 and decreased 2% in 2022. We consumed 377 million gallons of diesel fuel in 2023, compared with 376 million gallons in 2022 and 384 million gallons in 2021.

Depreciation expense increased in both periods. In both periods, the increase was a reflection of reinvestment in our infrastructure, rolling stock, and technology. The increase in 2023 also reflects the impact of changes in group depreciable lives as a result of our periodic roadway study.

Materials and other expenses increased in both 2023 and 2022 as shown in the following table.

	2023	2022	2021	2023 vs. 2022	2022 vs. 2021
		($ in millions)		*(% change)*	
Materials	$ 364	$ 283	$ 250	29%	13%
Claims	242	270	165	(10%)	64%
Other	226	160	132	41%	21%
Total	$ 832	$ 713	$ 547	17%	30%

Materials expense increased in both 2023 and 2022. The increases in both years were due to increased locomotive, freight car, and track materials costs.

Claims expense includes costs related to personal injury, property damage, and environmental matters. The decrease in 2023 was primarily the result of lower personal injury case development, lower costs related to environmental remediation matters unrelated to the Incident, and a claims-related recovery. The increase in 2022 was primarily the result of higher costs associated with unfavorable personal injury case development, increased environmental remediation expenses, and higher lading and property damage costs.

Other expense increased in 2023 primarily due to lower gains from operating property sales and increased travel-related expenses. In 2022, other expense increased primarily due to higher travel-related expenses, increased non-income-based taxes, and lower gains from sales of operating property, partially offset by lower relocation expenses. Gains from operating property sales amounted to $43 million, $76 million, and $82 million in 2023, 2022, and 2021, respectively.

Eastern Ohio incident

During 2023, we recorded $1.1 billion for costs primarily associated with environmental matters and legal proceedings. We recorded $101 million of recoveries from claims made under our insurance policies, which are included in the total amount recorded in 2023. For further details regarding the Incident, see Note 17 in Item 8 "Notes to Consolidated Financial Statements."

Other Income – Net

Other income – net increased in 2023 but decreased in 2022. The increase in 2023 was the result of higher net returns on corporate-owned life insurance (COLI) and increased interest income, partially offset by lower gains from non-operating property sales. The decrease in 2022 was driven by lower net returns on COLI partially offset by a higher net pension benefit and increased interest income.

Income Taxes

The effective income tax rate was 21.3% in 2023, compared with 20.8% in 2022 and 22.5% in 2021. The current year benefited from tax credits and higher COLI returns offset by reduced benefits from stock-based compensation. The effective income tax rate in 2022 and 2021 reflects favorable benefits associated with stock-based compensation and various state law changes (Note 4), while 2021 also benefited from higher COLI returns.

For 2024, we expect an effective income tax rate between 23% and 24%.

FINANCIAL CONDITION, LIQUIDITY, AND CAPITAL RESOURCES

Cash provided by operating activities, our principal source of liquidity, was $3.2 billion in 2023, $4.2 billion in 2022, and $4.3 billion in 2021. The decrease in 2023 reflects lower operating results, offset in part by changes in working capital. The decrease in 2022 reflected changes in working capital, offset in part by improved operating results. We had working capital of $639 million at December 31, 2023 and negative working capital of $642 million at December 31, 2022. Cash and cash equivalents totaled $1.6 billion and $456 million at December 31, 2023, and 2022, respectively. We expect that cash on hand combined with cash provided by operating activities will be sufficient to meet our ongoing obligations. In addition, we believe our currently-available borrowing capacity, access to additional financing, ability to reduce shareholder distributions, including share repurchases, and ability to moderate or defer property additions provide additional flexibility to meet our ongoing obligations in the short- and long-term.

Contractual obligations at December 31, 2023, including those that may have material cash requirements, include interest on fixed-rate long-term debt, long-term debt (Note 9), asset purchase of CSR (Note 17), unconditional purchase obligations (Note 17), long-term advances from Conrail Inc. (Conrail) (Note 6), operating leases (Note 10), agreements with Consolidated Rail Corporation (CRC) (Note 6), and unrecognized tax benefits (Note 4).

	Total	2024	2025 - 2026	2027 - 2028	2029 and Subsequent
			($ in millions)		
Interest on fixed-rate long-term debt	$ 20,184	$ 772	$ 1,524	$ 1,429	$ 16,459
Long-term debt principal	18,112	4	1,158	1,223	15,727
Asset purchase of CSR	1,662	1,662	—	—	—
Unconditional purchase obligations	1,405	687	455	79	184
Long-term advances from Conrail	534	—	—	—	534
Operating leases	444	116	190	72	66
Agreements with CRC	237	44	88	88	17
Unrecognized tax benefits*	55	—	—	—	55
Total	$ 42,633	$ 3,285	$ 3,415	$ 2,891	$ 33,042

* This amount is shown in the 2029 and Subsequent column because the year of settlement cannot be reasonably estimated.

Off balance sheet arrangements consist primarily of unrecognized obligations, including future interest payments on fixed-rate long-term debt, the pending purchase of the assets of CSR, and unconditional purchase obligations which are included in the table above.

Cash used in investing activities was $2.2 billion in 2023, $1.6 billion in 2022, and $1.2 billion in 2021. The increase in 2023 was primarily driven by higher property additions and lower proceeds from property sales. In 2022, the increase is due to higher property additions partially offset by increased proceeds from property sales.

Capital spending and track and equipment statistics can be found within the "Railway Property" section of Part I of this report on Form 10-K. For 2024, we expect property additions, excluding the purchase of the CSR, to approximate $2.3 billion.

In November 2022, we entered into an asset purchase and sale agreement with the Board of Trustees of the CSR, which was amended and restated in June 2023, to purchase approximately 337 miles of railway line that extends from Cincinnati, Ohio to Chattanooga, Tennessee. We currently operate this railway line under a lease agreement. Following the June 2023 amendment, the total purchase price for the line and other associated real and personal property included in the transaction is expected to be approximately $1.7 billion. The agreement was conditioned upon the following, among other items: (i) Cincinnati Voter Approval, which was obtained in November 2023, and (ii) the receipt of regulatory approval from the STB, which occurred in September 2023. The transaction is scheduled to close on March 15, 2024.

Cash provided by financing activities was $115 million in 2023, while cash used in financing activities was $3.0 billion in 2022 and $3.3 billion in 2021. The increase in cash provided by financing activities in 2023 reflects lower repurchases of Common Stock and increased proceeds from borrowings, partially offset by higher debt repayments. In 2022, the decrease in cash used in financing activities reflects lower repurchases of Common Stock and increased proceeds from borrowings, partially offset by higher dividends.

Share repurchases of $622 million in 2023, $3.1 billion in 2022, and $3.4 billion in 2021 resulted in the retirement of 2.8 million, 12.6 million, and 12.7 million shares, respectively. As of December 31, 2023, $6.9 billion remains authorized by our Board of Directors for repurchase. The timing and volume of future share repurchases will be guided by our assessment of market conditions and other pertinent factors. Repurchases may be executed in the open market, through derivatives, accelerated repurchase and other negotiated transactions and through plans designed to comply with Rule 10b5-1(c) and Rule 10b-18 under the Securities and Exchange Act of 1934. Any near-term purchases under the program are expected to be made with internally-generated cash, cash on hand, or proceeds from borrowings.

In November 2023, we issued $400 million of 5.55% senior notes due 2034 and $600 million of 5.95% senior notes due 2064.

In August 2023, we issued $600 million of 5.05% senior notes due 2030 and $1.0 billion of 5.35% senior notes due 2054.

In February 2023, we issued $500 million of 4.45% senior notes due 2033.

In May 2023, we renewed our accounts receivable securitization program with a maximum borrowing capacity of $400 million. Amounts under our accounts receivable securitization program are borrowed and repaid from time to time in the ordinary course for general corporate and cash management purposes. The term of our accounts receivable securitization program expires in May 2024. We had no amounts outstanding under this program at December 31, 2023 and $100 million outstanding at December 31, 2022. Our available borrowing capacity was $400 million at December 31, 2023 and $300 million at December 31, 2022.

In January 2024, we renewed and amended our $800 million credit agreement. The amended agreement expires in January 2029, and provides for borrowings at prevailing rates and includes covenants. We had no amounts outstanding under this facility at either December 31, 2023 or December 31, 2022, and we are in compliance with all of its covenants.

In January 2024, we also entered into a term loan credit agreement that established a 364-day, $1.0 billion, unsecured delayed draw term loan facility under which we can borrow for general corporate purposes. The term loan credit agreement provides for borrowing at prevailing rates and includes covenants that align with the $800 million credit agreement.

In addition, we have investments in general purpose COLI policies and had the ability to borrow against these policies up to $640 million and $610 million at December 31, 2023 and December 31, 2022, respectively.

Our debt-to-total capitalization ratio was 57.3% at December 31, 2023, compared with 54.4% at December 31, 2022. We discuss our credit agreement and our accounts receivable securitization program in Note 9. Upcoming annual debt maturities are also disclosed in Note 9. Overall, our goal is to maintain a capital structure with appropriate leverage to support our business strategy and provide flexibility through business cycles.

CRITICAL ACCOUNTING ESTIMATES

The preparation of financial statements in accordance with GAAP requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. These estimates and assumptions may require judgment about matters that are inherently uncertain, and future events are likely to occur that may require us to make changes to these estimates and assumptions. Accordingly, we regularly review these estimates and assumptions based on historical experience, changes in the business environment, and other factors we believe to be reasonable under the circumstances.

Incident Contingencies

We are currently involved in certain environmental response and remediation activities and subject to numerous legal proceedings and regulatory inquiries and investigations relating to the Incident. We have accrued estimates of the probable and reasonably estimable costs for the resolution of these matters. Our environmental estimates are based upon types of remediation efforts currently anticipated, the volume of contaminants in the impacted areas, and governmental oversight and other costs, amongst other factors. Estimates associated with the legal proceedings to which we are subject are based on information that is currently available, including but not limited to an assessment of the proceedings and the potential and likely results of such proceedings.

Our current estimates of future environmental cleanup and remediation liabilities related to the Incident may change over time due to various factors, including but not limited to, the nature and extent of required future cleanup and removal activities (including those resulting from soil, water, sediment, and air assessment and investigative activities that are and will continue to be conducted at the site), and the extent and duration of governmental oversight, amongst other factors. Additionally, the final outcome of any of the legal proceedings and regulatory inquiries and investigations cannot be predicted with certainty, and developments related to the progress of such legal proceedings, inquiries, or investigations or other unfavorable or unexpected outcomes could result in additional costs or new or additionally accrued amounts that could be material to our results of operations in any particular year. Furthermore, certain costs may be recoverable under our insurance policies in effect at the date of the Incident or from third parties. Any amounts that are recoverable under our insurance policies or from third parties will be reflected in the period in which recovery is considered probable.

See Note 17 for more detailed information as it pertains to these contingencies.

Pensions and Other Postretirement Benefits

Accounting for pensions and other postretirement benefit plans requires us to make several estimates and assumptions (Note 12). These include the expected rate of return from investment of the plans' assets and the expected retirement age of employees as well as their projected earnings and mortality. In addition, the amounts recorded are affected by changes in the interest rate environment because the associated liabilities are discounted to their present value. We make these estimates based on our historical experience and other information we deem pertinent under the circumstances (for example, expectations of future stock market performance). We utilize an independent actuarial consulting firm's studies to assist us in selecting appropriate actuarial assumptions and valuing related liabilities.

For 2023, we assumed a long-term investment rate of return of 8.0%, which was supported by our long-term total rate of return on pension plan assets since inception, as well as our expectation of future returns. A one-percentage point decrease to this rate of return assumption would result in a $25 million increase in annual pension expense. We review assumptions related to our defined benefit plans annually, and while changes are likely to occur in assumptions concerning retirement age, projected earnings, and mortality, they are not expected to have a material effect on our net pension expense or net pension liability in the future. The net pension liability is recorded at net present value using discount rates that are based on the current interest rate environment in light of the timing of expected benefit payments. We utilize analyses in which the projected annual cash flows from the pension and postretirement benefit plans are matched with yield curves based on an appropriate universe of high-quality corporate bonds. We use the results of the yield curve analyses to select the discount rates that match the payment streams of the benefits in these plans. A one-percentage point decrease to this discount rate assumption would result in a $15 million increase in annual pension expense.

Properties and Depreciation

Most of our assets are long-lived railway properties (Note 7). "Properties" are stated principally at cost and are depreciated using the group method whereby assets with similar characteristics, use, and expected lives are grouped

together in asset classes and depreciated using a composite depreciation rate. See Note 1 for a more detailed discussion of assumptions and estimates.

Expenditures, including those on leased assets, that extend an asset's useful life or increase its utility are capitalized. Expenditures capitalized include those that are directly related to a capital project and may include materials, labor, and other direct costs, in addition to an allocable portion of indirect costs that relate to a capital project. A significant portion of our annual capital spending relates to self-constructed assets. Costs related to repairs and maintenance activities that, in our judgment, do not extend an asset's useful life or increase its utility are expensed when such repairs are performed.

Depreciation expense for 2023 totaled $1.3 billion. Our composite depreciation rates for 2023 are disclosed in Note 7; a one-year increase (or decrease) in the estimated average useful lives of depreciable assets would have resulted in an approximate $47 million decrease (or increase) to annual depreciation expense.

Personal Injury

Claims expense, included in "Materials and other" in the Consolidated Statements of Income, includes our estimate of costs for personal injuries.

To aid in valuing our personal injury liability and determining the amount to accrue with respect to such claims during the year, we utilize studies prepared by an independent actuarial consulting firm. The actuarial firm studies our historical patterns of reserving for claims and subsequent settlements, taking into account relevant outside influences. We adjust the liability quarterly based upon our assessment and the results of the study. The accuracy of our estimate of the liability is subject to inherent limitation given the difficulty of predicting future events and, as such, the ultimate loss sustained may vary from the estimated liability recorded.

See Note 17 for a more detailed discussion of the assumptions and estimates we use for personal injury.

Income Taxes

Our net deferred tax liability totaled $7.2 billion at December 31, 2023 (Note 4). This liability is estimated based on the expected future tax consequences of items recognized in the financial statements. After application of the federal statutory tax rate to book income, judgment is required with respect to the timing and deductibility of expenses in our income tax returns. For state income and other taxes, judgment is also required with respect to the apportionment among the various jurisdictions. A valuation allowance is recorded if we expect that it is more likely than not that deferred tax assets will not be realized. We have a $31 million valuation allowance on $570 million of deferred tax assets as of December 31, 2023, reflecting the expectation that substantially all of these assets will be realized.

OTHER MATTERS

Labor Agreements

Approximately 80% of our railroad employees are covered by collective bargaining agreements with various labor unions. Pursuant to the Railway Labor Act, these agreements remain in effect until new agreements are reached, or until the bargaining procedures mandated by the Railway Labor Act are completed. Moratorium provisions in the labor agreements govern when the railroads and unions may propose changes to the agreements. We largely bargain nationally in concert with other major railroads, represented by the National Carriers' Conference Committee.

The latest round of national bargaining concluded in December 2022, when agreements were either ratified or enacted through legislative action for all twelve of our unions. With the conclusion of national bargaining, neither party can compel mandatory bargaining around any new proposals until November 1, 2024.

In addition, we understand the imperative to continue improving quality of life for our craft employees and remain actively engaged with our unions in voluntary local discussions (none of which carry the risk of a work stoppage) on this important issue.

Market Risks

We manage overall exposure to fluctuations in interest rates by issuing both fixed- and floating- rate debt instruments. At December 31, 2023, we have no outstanding debt subject to interest rate fluctuations. Market risk for fixed-rate debt is estimated as the potential increase in fair value resulting from a one-percentage point decrease in interest rates as of December 31, 2023 and amounts to an increase of approximately $1.7 billion to the fair value of our debt at December 31, 2023. We consider it unlikely that interest rate fluctuations applicable to these instruments will result in a material adverse effect on our financial position, results of operations, or liquidity.

New Accounting Pronouncements

For a detailed discussion of new accounting pronouncements, see Note 1.

Inflation

In preparing financial statements, GAAP requires the use of historical cost that disregards the effects of inflation on the replacement cost of property. As a capital-intensive company, we have most of our capital invested in long-lived assets. The replacement cost of these assets, as well as the related depreciation expense, would be substantially greater than the amounts reported on the basis of historical cost.

FORWARD-LOOKING STATEMENTS

Certain statements in Management's Discussion and Analysis of Financial Condition and Results of Operations are "forward-looking statements" within the meaning of the "safe harbor" provisions of the Private Securities Litigation Reform Act of 1995, as amended. These statements relate to future events or our future financial performance and involve known and unknown risks, uncertainties, and other factors that may cause our actual results, levels of activity, performance, or our achievements or those of our industry to be materially different from those expressed or implied by any forward-looking statements. In some cases, forward-looking statements can be identified by terminology such as "may," "will," "could," "would," "should," "expect," "plan," "anticipate," "intend," "believe," "estimate," "project," "consider," "predict," "potential," "feel," or other comparable terminology. We have based these forward-looking statements on our current expectations, assumptions, estimates, beliefs, and projections. While we believe these expectations, assumptions, estimates, beliefs, and projections are reasonable, such forward-looking statements are only predictions and involve known and unknown risks and uncertainties, many of which involve factors or circumstances that are beyond our control. These and other important factors, including those discussed in Item 1A "Risk Factors," may cause actual results, performance, or achievements to differ materially from those expressed or implied by these forward-looking statements. The forward-looking statements herein are made only as of the date they were first issued, and unless otherwise required by applicable securities laws, we disclaim any intention or obligation to update or revise any forward-looking statements, whether as a result of new information, future events, or otherwise.

Additional Information

Investors and others should note that we routinely use the Investor Relations, Performance Metrics and Sustainability sections of our website (norfolksouthern.investorroom.com/key-investor-information, norfolksouthern.investorroom.com/weekly-performance-reports & www.norfolksouthern.com/sustainability) to post presentations to investors and other important information, including information that may be deemed material to investors. Information about us, including information that may be deemed material, may also be announced by posts on our social media channels, including X (formerly known as Twitter) (www.twitter.com/nscorp) and LinkedIn (www.linkedin.com/company/norfolk-southern). We may also use our website and social media channels for the purpose of complying with our disclosure obligations under Regulation FD. As a result, we encourage investors, the media, and others interested in Norfolk Southern to review the information posted on our website and social media channels. The information posted on our website and social media channels is not incorporated by reference in this Annual Report on Form 10-K.

Item 7A. Quantitative and Qualitative Disclosures About Market Risk

The information required by this item is included in Item 7 "Management's Discussion and Analysis of Financial Condition and Results of Operations" under the heading "Market Risks."

Item 8. Financial Statements and Supplementary Data

INDEX TO FINANCIAL STATEMENTS

Report of Management

February 5, 2024

To the Stockholders
Norfolk Southern Corporation:

Management is responsible for establishing and maintaining adequate internal control over financial reporting. In order to ensure that Norfolk Southern's internal control over financial reporting is effective, management regularly assesses such controls and did so most recently as of December 31, 2023. This assessment was based on criteria for effective internal control over financial reporting described in *Internal Control – Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission. Based on this assessment, management has concluded that we maintained effective internal control over financial reporting as of December 31, 2023.

KPMG LLP, independent registered public accounting firm, has audited our financial statements and issued an opinion on our internal control over financial reporting as of December 31, 2023.

/s/ Alan H. Shaw	/s/ Mark R. George	/s/ Claiborne L. Moore
Alan H. Shaw President and Chief Executive Officer	Mark R. George Executive Vice President and Chief Financial Officer	Claiborne L. Moore Vice President and Controller

Report of Independent Registered Public Accounting Firm

To the Stockholders and Board of Directors
Norfolk Southern Corporation:

Opinions on the Consolidated Financial Statements and Internal Control Over Financial Reporting

We have audited the accompanying consolidated balance sheets of Norfolk Southern Corporation and subsidiaries (the Company) as of December 31, 2023 and 2022, the related consolidated statements of income, comprehensive income, cash flows, and changes in stockholders' equity for each of the years in the three-year period ended December 31, 2023, and the related notes and financial statement schedule of valuation and qualifying accounts as listed in Item 15(A)2 (collectively, the consolidated financial statements). We also have audited the Company's internal control over financial reporting as of December 31, 2023, based on criteria established in *Internal Control – Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2023 and 2022, and the results of its operations and its cash flows for each of the years in the three-year period ended December 31, 2023, in conformity with U.S. generally accepted accounting principles. Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2023 based on criteria established in *Internal Control – Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission.

Basis for Opinions

The Company's management is responsible for these consolidated financial statements, for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Annual Report on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on the Company's consolidated financial statements and an opinion on the Company's internal control over financial reporting based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud, and whether effective internal control over financial reporting was maintained in all material respects.

Our audits of the consolidated financial statements included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

Definition and Limitations of Internal Control Over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Critical Audit Matters

The critical audit matters communicated below are matters arising from the current period audit of the consolidated financial statements that were communicated or required to be communicated to the audit committee and that: (1) relate to accounts or disclosures that are material to the consolidated financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matters below, providing separate opinions on the critical audit matters or on the accounts or disclosures to which they relate.

Sufficiency of audit evidence related to the capitalization of property expenditures

As discussed in Note 1 to the consolidated financial statements, expenditures that extend an asset's useful life or increase its utility are capitalized. The Company has recorded $33,326 million in net book value of properties at December 31, 2023 and has recorded $2,349 million in property additions for the year ended December 31, 2023. Expenditures capitalized include those that are directly related to a capital project and may include materials, labor and other direct costs, in addition to an allocable portion of indirect costs that relate to a capital project. A significant portion of the Company's annual capital spending relates to self-constructed assets. Costs related to repair and maintenance activities, that in the Company's judgment, do not extend an asset's useful life or increase its utility are expensed when such repairs are performed.

We identified the evaluation of the sufficiency of audit evidence related to capitalization of property expenditures as a critical audit matter. Subjective auditor judgment was required in determining procedures and evaluating audit results related to the capitalization of purchased services and compensation due to their usage for both self-constructed assets and repairs and maintenance.

The following are the primary procedures we performed to address the critical audit matter. We applied auditor judgment to determine the nature and extent of procedures to be performed over capitalized property expenditures. We evaluated the design and tested the operating effectiveness of certain internal controls over the Company's process to capitalize property expenditures, including controls over the determination of whether purchased services and compensation expenditures extend an asset's useful life or increase its utility. For a sample of property additions expenditures, we inquired and inspected support to evaluate that the expenditure extended an asset's useful life or increased its utility. We evaluated the sufficiency of audit evidence obtained by assessing the results of the procedures performed, including the appropriateness of the nature of such evidence.

Eastern Ohio Incident

As discussed in Note 17 to the consolidated financial statements, the Company has recognized $464 million of liabilities attributable to the Eastern Ohio Incident (the Incident) as of December 31, 2023. For the year-ended December 31, 2023, the Company has recognized $1,116 million of expenses for costs directly attributable to the Incident, which is presented net of $101 million in insurance recoveries in the Consolidated Statements of Income. As of December 31, 2023, the Company recognized probable and reasonably estimable liabilities for environmental matters and legal proceedings and claims (non-environmental). The Company also disclosed certain legal proceedings and claims (non-environmental) where a loss is reasonably possible, but not probable, or is probable but not reasonably estimable, for which no accrual was established. In addition, as a result of the Incident, the Company disclosed that it is subject to inquiries and investigations by various government authorities and regulatory agencies.

We identified the evaluation of the recognition and measurement of liabilities for environmental matters, legal proceedings and claims (non-environmental) and inquiries and investigations arising from the Incident and the sufficiency of the related disclosures as a critical audit matter. A high degree of subjective auditor judgment was required to evaluate certain judgments and assumptions made by management when assessing the likelihood and magnitude of losses incurred and determining whether reasonable estimates of losses can be made. Specifically, the key judgments and assumptions related to the following:

- the nature and extent of future cleanup and removal activities and the extent and duration of governmental oversight
- the final outcome of the legal proceedings and claims (non-environmental)
- the final outcome of any current or future inquiries and investigations arising from the Incident.

The following are the primary procedures that we performed to address this critical audit matter. We evaluated the design and tested the operating effectiveness of certain internal controls over the Company's processes to 1) recognize and measure liabilities associated with environmental matters, legal proceedings and claims (non-environmental), and inquiries and investigations and 2) prepare the related financial statement disclosures. We evaluated the Company's assessment of the likelihood and magnitude of losses being incurred including whether the estimates of losses are reasonably estimable for liabilities associated with the Incident by:

- assessing the estimates of environmental cleanup and remediation liabilities by comparing them to incurred costs
- inquiring of management regarding the expected timeline for both probable and reasonably estimable costs for soil and water disposal and air monitoring activities as well as related governmental oversight
- obtaining a legal confirmation letter from external legal counsel, and inquiring of the Company's internal and external legal counsel regarding the likelihood and magnitude of losses related to environmental matters, legal proceedings and claims (non-environmental) and inquiries and investigations
- obtaining and inspecting correspondence with government authorities and regulatory agencies for environmental matters, legal proceedings and claims (non-environmental) and inquiries and investigations.

We evaluated whether the Company's disclosures were appropriate and consistent with the information obtained in our procedures.

/s/ KPMG LLP
KPMG LLP

We have served as the Company's auditor since 1982.

Atlanta, Georgia
February 5, 2024

Norfolk Southern Corporation and Subsidiaries
Consolidated Statements of Income

	Years ended December 31,		
	2023	**2022**	**2021**
	($ in millions, except per share amounts)		
Railway operating revenues	$ 12,156	$ 12,745	$ 11,142
Railway operating expenses			
Compensation and benefits	2,819	2,621	2,442
Purchased services and rents	2,070	1,922	1,726
Fuel	1,170	1,459	799
Depreciation	1,298	1,221	1,181
Materials and other	832	713	547
Eastern Ohio incident	1,116	—	—
Total railway operating expenses	9,305	7,936	6,695
Income from railway operations	2,851	4,809	4,447
Other income – net	191	13	77
Interest expense on debt	722	692	646
Income before income taxes	2,320	4,130	3,878
Income taxes	493	860	873
Net income	$ 1,827	$ 3,270	$ 3,005
Earnings per share			
Basic	$ 8.04	$ 13.92	$ 12.16
Diluted	8.02	13.88	12.11

See accompanying notes to consolidated financial statements.

Norfolk Southern Corporation and Subsidiaries
Consolidated Statements of Comprehensive Income

	Years ended December 31,		
	2023	**2022**	**2021**
	($ in millions)		
Net income	$ 1,827	$ 3,270	$ 3,005
Other comprehensive income, before tax:			
Pension and other postretirement benefits	36	51	226
Other comprehensive income of equity investees	4	17	24
Other comprehensive income, before tax	40	68	250
Income tax expense related to items of other comprehensive income	(9)	(17)	(58)
Other comprehensive income, net of tax	31	51	192
Total comprehensive income	$ 1,858	$ 3,321	$ 3,197

See accompanying notes to consolidated financial statements.

Norfolk Southern Corporation and Subsidiaries
Consolidated Balance Sheets

	At December 31,	
	2023	**2022**
	($ in millions)	
Assets		
Current assets:		
Cash and cash equivalents	$ 1,568	$ 456
Accounts receivable – net	1,147	1,148
Materials and supplies	264	253
Other current assets	292	150
Total current assets	3,271	2,007
Investments	3,839	3,694
Properties less accumulated depreciation of $13,265 and $12,592, respectively	33,326	32,156
Other assets	1,216	1,028
Total assets	$ 41,652	$ 38,885
Liabilities and stockholders' equity		
Current liabilities:		
Accounts payable	$ 1,638	$ 1,293
Short-term debt	—	100
Income and other taxes	262	312
Other current liabilities	728	341
Current maturities of long-term debt	4	603
Total current liabilities	2,632	2,649
Long-term debt	17,175	14,479
Other liabilities	1,839	1,759
Deferred income taxes	7,225	7,265
Total liabilities	28,871	26,152
Stockholders' equity:		
Common Stock $1.00 per share par value, 1,350,000,000 shares authorized; outstanding 225,681,254 and 228,076,415 shares, respectively, net of treasury shares	227	230
Additional paid-in capital	2,179	2,157
Accumulated other comprehensive loss	(320)	(351)
Retained income	10,695	10,697
Total stockholders' equity	12,781	12,733
Total liabilities and stockholders' equity	$ 41,652	$ 38,885

See accompanying notes to consolidated financial statements.

Norfolk Southern Corporation and Subsidiaries
Consolidated Statements of Cash Flows

	Years ended December 31,		
	2023	**2022**	**2021**
	($ in millions)		
Cash flows from operating activities			
Net income	$ 1,827	$ 3,270	$ 3,005
Reconciliation of net income to net cash provided by operating activities:			
Depreciation	1,298	1,221	1,181
Deferred income taxes	(49)	83	184
Gains and losses on properties	(49)	(82)	(86)
Changes in assets and liabilities affecting operations:			
Accounts receivable	(2)	(171)	(133)
Materials and supplies	(11)	(35)	3
Other current assets	(54)	(18)	(6)
Current liabilities other than debt	435	23	283
Other – net	(216)	(69)	(176)
Net cash provided by operating activities	3,179	4,222	4,255
Cash flows from investing activities			
Property additions	(2,349)	(1,948)	(1,470)
Property sales and other transactions	86	263	159
Investment purchases	(124)	(12)	(10)
Investment sales and other transactions	205	94	99
Net cash used in investing activities	(2,182)	(1,603)	(1,222)
Cash flows from financing activities			
Dividends	(1,225)	(1,167)	(1,028)
Common Stock transactions	3	(4)	17
Purchase and retirement of Common Stock	(622)	(3,110)	(3,390)
Proceeds from borrowings	3,293	1,832	1,676
Debt repayments	(1,334)	(553)	(584)
Net cash provided by (used in) financing activities	115	(3,002)	(3,309)
Net increase (decrease) in cash and cash equivalents	1,112	(383)	(276)
Cash and cash equivalents			
At beginning of year	456	839	1,115
At end of year	$ 1,568	$ 456	$ 839
Supplemental disclosures of cash flow information			
Cash paid during the year for:			
Interest (net of amounts capitalized)	$ 653	$ 619	$ 579
Income taxes (net of refunds)	681	750	654

See accompanying notes to consolidated financial statements.

Norfolk Southern Corporation and Subsidiaries
Consolidated Statements of Changes in Stockholders' Equity

	Common Stock	Additional Paid-in Capital	Accum. Other Comprehensive Loss	Retained Income	Total
	($ in millions, except per share amounts)				
Balance at December 31, 2020	$ 254	$ 2,248	$ (594)	$ 12,883	$ 14,791
Comprehensive income:					
Net income				3,005	3,005
Other comprehensive income			192		192
Total comprehensive income					3,197
Dividends on Common Stock, $4.16 per share				(1,028)	(1,028)
Share repurchases	(13)	(106)		(3,271)	(3,390)
Stock-based compensation	1	73		(3)	71
Balance at December 31, 2021	242	2,215	(402)	11,586	13,641
Comprehensive income:					
Net income				3,270	3,270
Other comprehensive income			51		51
Total comprehensive income					3,321
Dividends on Common Stock, $4.96 per share				(1,167)	(1,167)
Share repurchases	(13)	(108)		(2,989)	(3,110)
Stock-based compensation	1	50		(3)	48
Balance at December 31, 2022	230	2,157	(351)	10,697	12,733
Comprehensive income:					
Net income				1,827	1,827
Other comprehensive income			31		31
Total comprehensive income					1,858
Dividends on Common Stock, $5.40 per share				(1,225)	(1,225)
Share repurchases	(3)	(24)		(600)	(627)
Stock-based compensation		46		(4)	42
Balance at December 31, 2023	$ 227	$ 2,179	$ (320)	$ 10,695	$ 12,781

See accompanying notes to consolidated financial statements.

The following Notes are an integral part of the Consolidated Financial Statements. Certain prior year information has been reclassified to conform to current year presentation.

1. Summary of Significant Accounting Policies

Description of Business

Norfolk Southern Corporation is a Georgia-based holding company engaged principally in the rail transportation business, operating 19,100 route miles primarily in the Southeast, East, and Midwest. These consolidated financial statements include Norfolk Southern and its majority-owned and controlled subsidiaries (collectively, NS, we, us, and our). Norfolk Southern's major subsidiary is NSR. All significant intercompany balances and transactions have been eliminated in consolidation.

NSR and its railroad subsidiaries transport raw materials, intermediate products, and finished goods classified in the following commodity groups (percent of total railway operating revenues in 2023): intermodal (25%); agriculture, forest and consumer products (21%); chemicals (17%); coal (14%); metals and construction (14%); and automotive (9%). Although most of our customers are domestic, ultimate points of origination or destination for some of the products transported (particularly coal bound for export and some intermodal shipments) may be outside the U.S. Approximately 80% of our railroad employees are covered by collective bargaining agreements with various labor unions.

Use of Estimates

The preparation of financial statements in accordance with GAAP requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. We periodically review our estimates, including those related to the recoverability and useful lives of assets, as well as liabilities for litigation, environmental remediation, casualty claims, income taxes and pension and other postretirement benefits. Changes in facts and circumstances may result in revised estimates.

Revenue Recognition

Transportation revenues are recognized proportionally as a shipment moves from origin to destination, and related expenses are recognized as incurred. Certain of our contract refunds (which are primarily volume-based incentives) are recorded as a reduction to revenues on the basis of our best estimate of projected liability, which is based on historical activity, current shipment counts and expectation of future activity. Certain ancillary services, such as switching, demurrage and other incidental activities, may be provided to customers under their transportation contracts. The revenues associated with these distinct performance obligations are recognized when the services are performed or as contractual obligations are met.

Cash Equivalents

"Cash equivalents" are highly liquid investments purchased three months or less from maturity.

Allowance for Doubtful Accounts

Our allowance for doubtful accounts was $7 million and $9 million at December 31, 2023 and 2022, respectively. To determine our allowance for doubtful accounts, we evaluate historical loss experience (which has not been significant), the characteristics of current accounts, and general economic conditions and trends.

Materials and Supplies

"Materials and supplies," consisting mainly of items for maintenance of property and equipment, are stated at the lower of average cost or net realizable value. The cost of materials and supplies expected to be used in property additions or improvements is included in "Properties."

Investments

Investments in entities over which we have the ability to exercise significant influence but do not control the entity are accounted for using the equity method, whereby the investment is carried at the cost of the acquisition plus our equity in undistributed earnings or losses since acquisition.

Properties

"Properties" are stated principally at cost and are depreciated using the group method whereby assets with similar characteristics, use, and expected lives are grouped together in asset classes and depreciated using a composite depreciation rate. This methodology treats each asset class as a pool of resources, not as singular items. We use approximately 75 depreciable asset classes.

Depreciation expense is based on our assumptions concerning expected service lives of our properties as well as the expected net salvage that will be received upon their retirement. In developing these assumptions, we utilize periodic depreciation studies that are performed by an independent outside firm of consulting engineers and approved by the STB. Our depreciation studies are conducted about every three years for equipment and every six years for track assets and other roadway property. The frequency of these studies is consistent with guidelines established by the STB. We adjust our rates based on the results of these studies and implement the changes prospectively. The studies may also indicate that the recorded amount of accumulated depreciation is deficient (or in excess) of the amount indicated by the study. Any such deficiency (or excess) is amortized as a component of depreciation expense over the remaining service lives of the affected class of property, as determined by the study.

Key factors that are considered in developing average service life and salvage estimates include:

- statistical analysis of historical retirement data and surviving asset records,
- review of historical salvage received and current market rates,
- review of our operations including expected changes in technology, customer demand, maintenance practices and asset management strategies,
- review of accounting policies and assumptions, and
- industry review and analysis.

The composite depreciation rate for rail in high density corridors is derived based on consideration of annual gross tons as compared to the total or ultimate capacity of rail in these corridors. Our experience has shown that traffic density is a leading factor in the determination of the expected service life of rail in high density corridors. In developing the respective depreciation rate, consideration is also given to several rail characteristics including age, weight, condition (new or second-hand) and type (curved or straight).

We capitalize interest on major projects during the period of their construction. Expenditures, including those on leased assets, that extend an asset's useful life or increase its utility are capitalized. Expenditures capitalized include those that are directly related to a capital project and may include materials, labor, and other direct costs, in addition to an allocable portion of indirect costs that relate to a capital project. A significant portion of our annual capital spending relates to self-constructed assets. Removal activities occur in conjunction with replacement and are estimated based on the average percentage of time employees replacing assets spend on removal functions. Costs related to repairs and maintenance activities that, in our judgment, do not extend an asset's useful life or increase its utility are expensed when such repairs are performed.

When depreciable operating road and equipment assets are sold or retired in the ordinary course of business, the cost of the assets, net of sales proceeds or salvage, is charged to accumulated depreciation, and no gain or loss is recognized in earnings. Actual historical cost values are retired when available, such as with most equipment assets. The use of estimates in recording the retirement of certain roadway assets is necessary based on the impracticality of tracking individual asset costs. When retiring rail, ties and ballast, we use statistical curves that indicate the relative distribution of the age of the assets retired. The historical cost of other roadway assets is estimated using a combination of inflation indices specific to the rail industry and those published by the U.S. Bureau of Labor Statistics. The indices are applied to the replacement value based on the age of the retired assets. These indices are used because they closely correlate with the costs of roadway assets. Gains and losses on disposal of operating land are included in "Materials and other" expenses. Gains and losses on disposal of non-operating land and non-rail assets are included in "Other income – net" since such income is not a product of our railroad operations.

A retirement is considered abnormal if it does not occur in the ordinary course of business, if it relates to disposition of a large segment of an asset class and if the retirement varies significantly from the retirement profile identified through our depreciation studies, which inherently consider the impact of normal retirements on expected service lives and depreciation rates. Gains or losses from abnormal retirements are recognized in income from railway operations.

We review the carrying amount of properties whenever events or changes in circumstances indicate that such carrying amount may not be recoverable based on future undiscounted cash flows. Assets that are deemed impaired as a result of such review are recorded at the lower of carrying amount or fair value.

New Accounting Pronouncements

In November 2021, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2021-10, "*Government Assistance (Topic 832): Disclosures by Business Entities about Government Assistance*," which requires annual disclosures when an entity has received government assistance. Entities are required to disclose the types of government assistance received, the accounting treatment for that government assistance, and the effect of the government assistance on the financial statements. We adopted the new standard on January 1, 2022 and there was no material impact to the financial statements upon adoption.

In November 2023, the FASB issued ASU 2023-07, "*Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures.*" This update requires additional reportable segment disclosures, primarily through enhanced disclosures about significant segment expenses and information used to assess performance. The ASU is effective for fiscal years beginning after December 15, 2023 and interim periods within fiscal years beginning after December 15, 2024. We will not early adopt the standard and are currently evaluating the effect on our financial statements.

In December 2023, the FASB issued ASU 2023-09, "*Income Taxes (Topic 740): Improvements to Income Tax Disclosures.*" This update requires additional disclosures including greater disaggregation of information in the reconciliation of the statutory rate to the effective rate and income taxes paid disaggregated by jurisdiction. The ASU is effective for fiscal years ending after December 15, 2024. We will not early adopt the standard and are currently evaluating the effect on our financial statements.

2. Railway Operating Revenues

The following table disaggregates our revenues by major commodity group:

	2023	2022	2021
	($ in millions)		
Merchandise:			
Agriculture, forest and consumer products	$ 2,530	$ 2,493	$ 2,251
Chemicals	2,054	2,148	1,951
Metals and construction	1,634	1,652	1,562
Automotive	1,135	1,038	905
Merchandise	7,353	7,331	6,669
Intermodal	3,090	3,681	3,163
Coal	1,713	1,733	1,310
Total	$ 12,156	$ 12,745	$ 11,142

We recognize the amount of revenues to which we expect to be entitled for the transfer of promised goods or services to customers. A performance obligation is created when a customer under a transportation contract or public tariff submits a bill of lading to us for the transport of goods. These performance obligations are satisfied as the shipments move from origin to destination. As such, transportation revenues are recognized proportionally as a shipment moves, and related expenses are recognized as incurred. These performance obligations are generally short-term in nature with transit days averaging approximately one week or less for each commodity group. The customer has an unconditional obligation to pay for the service once the service has been completed. Estimated revenues associated with in-process shipments at period-end are recorded based on the estimated percentage of service completed. We had no material remaining performance obligations at December 31, 2023 and 2022.

We may provide customers ancillary services, such as switching, demurrage and other incidental activities, under their transportation contracts. The revenues associated with these distinct performance obligations are recognized when the services are performed or as contractual obligations are met. These revenues are included within each of the commodity groups and represent approximately 5%, 7% and 7%, respectively, of total "Railway operating revenues" on the Consolidated Statements of Income for the years ended December 31, 2023, 2022, and 2021.

Revenues related to interline transportation services that involve another railroad are reported on a net basis. Therefore, the portion of the amount that relates to another party is not reflected in revenues.

Under the typical terms of our freight contracts, payment for services is due within fifteen days of billing the customer, thus there are no significant financing components. "Accounts receivable – net" on the Consolidated Balance Sheets includes both customer and non-customer receivables as follows:

	December 31,	
	2023	2022
	($ in millions)	
Customer	$ 882	$ 895
Non-customer	265	253
Accounts receivable – net	$ 1,147	$ 1,148

Non-customer receivables include non-revenue-related amounts due from other railroads, governmental entities, and others. We do not have any material contract assets or liabilities at December 31, 2023 and 2022.

3. Other Income – Net

	2023	2022	2021
	($ in millions)		
Pension and other postretirement benefits (Note 12)	$ 117	$ 126	$ 102
COLI – net	65	(77)	17
Other	9	(36)	(42)
Total	$ 191	$ 13	$ 77

4. Income Taxes

	2023	2022	2021
	($ in millions)		
Current:			
Federal	$ 437	$ 645	$ 553
State	105	132	136
Total current taxes	542	777	689
Deferred:			
Federal	(27)	206	186
State	(22)	(123)	(2)
Total deferred taxes	(49)	83	184
Income taxes	$ 493	$ 860	$ 873

Reconciliation of Statutory Rate to Effective Rate

"Income taxes" on the Consolidated Statements of Income differs from the amounts computed by applying the statutory federal corporate tax rate as follows:

	2023		2022		2021	
	Amount	%	Amount	%	Amount	%
	($ in millions)					
Federal income tax at statutory rate	$ 487	21.0	$ 867	21.0	$ 814	21.0
State income taxes, net of federal tax effect	65	2.9	143	3.5	139	3.6
Tax credits	(27)	(1.2)	(10)	(0.2)	(10)	(0.3)
State law changes	—	—	(136)	(3.3)	(34)	(0.8)
Other, net	(32)	(1.4)	(4)	(0.2)	(36)	(1.0)
Income taxes	$ 493	21.3	$ 860	20.8	$ 873	22.5

On July 8, 2022, House Bill 1342 was signed into law in the Commonwealth of Pennsylvania, which reduced its corporate income tax rate from 9.99% to 4.99%, through a series of phased reductions beginning each tax year from January 1, 2023 through January 1, 2031. GAAP requires companies to recognize the effect of tax law changes in the period of enactment. As a result, in 2022, we recognized a $136 million benefit in "Income taxes" with a corresponding reduction in "Deferred income taxes."

Deferred Tax Assets and Liabilities

Certain items are reported in different periods for financial reporting and income tax purposes. Deferred tax assets and liabilities are recorded in recognition of these differences. The tax effects of temporary differences that give rise to significant portions of the deferred tax assets and deferred tax liabilities are as follows:

	December 31, 2023	December 31, 2022
	($ in millions)	
Deferred tax assets:		
Accruals, including casualty and other claims	$ 360	$ 110
Compensation and benefits, including postretirement benefits	55	99
Other	155	164
Total gross deferred tax assets	570	373
Less valuation allowance	(31)	(41)
Net deferred tax assets	539	332
Deferred tax liabilities:		
Property	(7,218)	(7,050)
Other	(546)	(547)
Total deferred tax liabilities	(7,764)	(7,597)
Deferred income taxes	$ (7,225)	$ (7,265)

Except for amounts for which a valuation allowance has been provided, we believe that it is more likely than not that the results of future operations will generate sufficient taxable income to realize the deferred tax assets. The valuation allowance at the end of each year primarily relates to subsidiary state income tax net operating losses and state investment tax credits that may not be utilized prior to their expiration. The total valuation allowance decreased by $10 million in 2023, decreased by $19 million in 2022, and increased by $3 million in 2021.

Uncertain Tax Positions

A reconciliation of the beginning and ending amount of unrecognized tax benefits is as follows:

	December 31, 2023	December 31, 2022
	($ in millions)	
Balance at beginning of year	$ 22	$ 21
Additions based on tax positions related to the current year	30	3
Additions for tax positions of prior years	9	1
Reductions for tax positions of prior years	(1)	—
Settlements with taxing authorities	—	(2)
Lapse of statutes of limitations	(5)	(1)
Balance at end of year	$ 55	$ 22

Included in the balance of unrecognized tax benefits at December 31, 2023 are potential benefits of $45 million that would affect the effective tax rate if recognized. Unrecognized tax benefits are adjusted in the period in which new information about a tax position becomes available or the final outcome differs from the amount recorded.

The statute of limitations on Internal Revenue Service examinations has expired for all years prior to 2020. State income tax returns are generally subject to examination for a period of three to four years after the return. In addition, we are generally obligated to report changes in taxable income arising from federal income tax examinations to the states within a period of up to two years from the date the federal examination is final. We have various state income tax returns either under examination, administrative appeal, or litigation.

5. Fair Value Measurements

FASB Accounting Standards Codification (ASC) 820-10, "*Fair Value Measurements,*" established a framework for measuring fair value and a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value into three broad levels, as follows:

Level 1 Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that we have the ability to access.

Level 2 Inputs to the valuation methodology include:

- quoted prices for similar assets or liabilities in active markets,
- quoted prices for identical or similar assets or liabilities in inactive markets,
- inputs other than quoted prices that are observable for the asset or liability, and
- inputs that are derived principally from or corroborated by observable market data by correlation or other means.

If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability.

Level 3 Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The asset or liability's fair value measurement level within the hierarchy is based on the lowest level of any input that is significant to the fair value measurement.

Fair Values of Financial Instruments

The fair values of "Cash and cash equivalents," "Accounts receivable – net," "Accounts payable," and "Short-term debt" approximate carrying values because of the short maturity of these financial instruments. The carrying value of COLI is recorded at cash surrender value and, accordingly, approximates fair value. There are no other assets or liabilities measured at fair value on a recurring basis at December 31, 2023 or 2022. The carrying amounts and estimated fair values, based on Level 1 inputs, of long-term debt consist of the following at December 31:

	2023		2022	
	Carrying Amount	Fair Value	Carrying Amount	Fair Value
	($ in millions)			
Long-term debt, including current maturities	$ (17,179)	$ (16,631)	$ (15,082)	$ (13,846)

6. Investments

	December 31, 2023	2022
	($ in millions)	
Long-term investments:		
Equity method investments:		
Conrail	$ 1,656	$ 1,584
TTX	964	918
Other	428	421
Total equity method investments	3,048	2,923
COLI at net cash surrender value	774	752
Other investments	17	19
Total long-term investments	$ 3,839	$ 3,694

Investment in Conrail

Through a limited liability company, we and CSX jointly own Conrail, whose primary subsidiary is CRC. We have a 58% economic and 50% voting interest in the jointly-owned entity, and CSX has the remainder of the economic and voting interests. We are amortizing the excess of the purchase price over Conrail's net equity using the principles of purchase accounting, based primarily on the estimated useful lives of Conrail's depreciable property and equipment, including the related deferred tax effect of the differences in book and tax accounting bases for such assets, as all of the purchase price at acquisition was allocable to Conrail's tangible assets and liabilities. At December 31, 2023, our investment in Conrail exceeds our share of Conrail's underlying net equity by $480 million.

CRC owns and operates certain properties (the Shared Assets Areas) for the joint and exclusive benefit of NSR and CSX Transportation, Inc. (CSXT). The costs of operating the Shared Assets Areas are borne by NSR and CSXT based on usage. In addition, NSR and CSXT pay CRC a fee for access to the Shared Assets Areas. "Purchased services and rents" and "Fuel" include expenses payable to CRC for operation of the Shared Assets Areas totaling $164 million in 2023, $156 million in 2022, and $147 million in 2021. Future payments for access fees due to CRC under the Shared Assets Areas agreements are as follows: $44 million in each of 2024 through 2028 and $17 million thereafter. We provide certain general and administrative support functions to Conrail, the fees for which are billed in accordance with several service-provider arrangements and approximate $6 million annually.

"Accounts payable" includes $198 million at December 31, 2023, and $173 million at December 31, 2022, due to Conrail for the operation of the Shared Assets Areas. "Other liabilities" includes $534 million at December 31, 2023 and 2022, respectively, for long-term advances from Conrail, maturing in 2050 that bear interest at an average rate of 1.31%.

Our equity in Conrail's earnings, net of amortization, was $70 million for 2023, $58 million for 2022, and $56 million for 2021. These amounts partially offset the costs of operating the Shared Assets Areas and are included in "Purchased services and rents." Equity in Conrail's earnings is included in the "Other – net" line item within operating activities in the Consolidated Statements of Cash Flows.

Investment in TTX

We and six other North American railroads collectively own TTX, a railcar pooling company that provides its owner-railroads with standardized fleets of intermodal, automotive, and general use railcars at stated rates. We have a 19.78% ownership interest in TTX.

Expenses incurred for use of TTX equipment are included in "Purchased services and rents." This amounted to $274 million, $256 million, and $246 million, respectively, for the years ended December 31, 2023, 2022 and 2021. Our equity in TTX's earnings partially offsets these costs and totaled $47 million for 2023 and $53 million for both 2022 and 2021. Equity in TTX's earnings is included in the "Other – net" line item within operating activities in the Consolidated Statements of Cash Flows.

7. Properties

December 31, 2023	Cost	Accumulated Depreciation	Net Book Value	Depreciation Rate [1]
		($ in millions)		
Land	$ 2,439	$ —	$ 2,439	—
Roadway:				
Rail and other track material	8,011	(2,006)	6,005	2.41%
Ties	6,205	(1,773)	4,432	3.42%
Ballast	3,224	(937)	2,287	2.80%
Construction in process	522	—	522	—
Other roadway	14,663	(4,290)	10,373	2.72%
Total roadway	32,625	(9,006)	23,619	
Equipment:				
Locomotives	6,091	(2,105)	3,986	3.64%
Freight cars	2,792	(1,037)	1,755	2.42%
Computers and software	1,042	(542)	500	9.36%
Construction in process	271	—	271	—
Other equipment	1,241	(501)	740	4.61%
Total equipment	11,437	(4,185)	7,252	
Other property	90	(74)	16	2.48%
Total properties	$ 46,591	$ (13,265)	$ 33,326	

December 31, 2022	Cost	Accumulated Depreciation	Net Book Value	Depreciation Rate [1]
		($ in millions)		
Land	$ 2,405	$ —	$ 2,405	—
Roadway:				
Rail and other track material	7,589	(1,971)	5,618	2.42%
Ties	5,981	(1,696)	4,285	3.49%
Ballast	3,126	(873)	2,253	2.84%
Construction in process	431	—	431	—
Other roadway	14,270	(3,948)	10,322	2.69%
Total roadway	31,397	(8,488)	22,909	
Equipment:				
Locomotives	5,878	(2,060)	3,818	3.66%
Freight cars	2,701	(1,033)	1,668	2.51%
Computers and software	926	(476)	450	9.10%
Construction in process	206	—	206	—
Other equipment	1,145	(463)	682	4.51%
Total equipment	10,856	(4,032)	6,824	
Other property	90	(72)	18	2.26%
Total properties	$ 44,748	$ (12,592)	$ 32,156	

[1] Composite annual depreciation rate for the underlying assets, excluding the effects of the amortization of any deficiency (or excess) that resulted from our depreciation studies.

Capitalized Interest

Total interest cost incurred on debt was $743 million, $708 million, and $657 million during 2023, 2022 and 2021, respectively, of which $21 million, $16 million, and $11 million was capitalized during 2023, 2022 and 2021, respectively.

8. Current Liabilities

	December 31, 2023	December 31, 2022
	($ in millions)	
Accounts payable:		
Accounts and wages payable	$ 997	$ 712
Due to Conrail (Note 6)	198	173
Casualty and other claims (Note 17)	186	170
Vacation liability	144	136
Other	113	102
Total	$ 1,638	$ 1,293
Other current liabilities:		
Current Eastern Ohio incident liability (Note 17)	$ 346	$ —
Interest payable	193	157
Current operating lease liability (Note 10)	105	94
Pension benefit obligations (Note 12)	21	20
Other	63	70
Total	$ 728	$ 341

9. Debt

Debt maturities are presented below:

	December 31, 2023	December 31, 2022
	($ in millions)	
Notes and debentures, with weighted-average interest rates as of December 31, 2023:		
4.20% maturing to 2028	$ 2,370	$ 3,370
4.03% maturing 2029 to 2033	3,094	1,995
4.32% maturing 2034 to 2064	11,247	9,247
5.22% maturing 2097 to 2121	1,384	1,384
Securitization borrowings and finance leases	17	116
Discounts, premiums, and debt issuance costs	(933)	(930)
Total debt	17,179	15,182
Less current maturities and short-term debt	(4)	(703)
Long-term debt excluding current maturities and short-term debt	$ 17,175	$ 14,479

Long-term debt maturities subsequent to 2024 are as follows:

2025	$ 556
2026	602
2027	621
2028	602
2029 and subsequent years	14,794
Total	$ 17,175

In November 2023, we issued $400 million of 5.55% senior notes due 2034 and $600 million of 5.95% senior notes due 2064.

In August 2023, we issued $600 million of 5.05% senior notes due 2030 and $1.0 billion of 5.35% senior notes due 2054.

In February 2023, we issued $500 million of 4.45% senior notes due 2033.

In May 2023, we renewed our accounts receivable securitization program with a maximum borrowing capacity of $400 million. Amounts under our accounts receivable securitization program are borrowed and repaid from time to time in the ordinary course for general corporate and cash management purposes. The term of our accounts receivable securitization program expires in May 2024. Amounts received under this facility are accounted for as borrowings. We had no amounts outstanding at December 31, 2023 and $100 million (at an average variable interest rate of 5.05%) outstanding under this program at December 31, 2022, which is included within "Short-term debt". Our available borrowing capacity was $400 million and $300 million at December 31, 2023 and December 31, 2022, respectively. Our accounts receivable securitization program was supported by $903 million and $883 million in receivables at December 31, 2023 and December 31, 2022, respectively, which are included in "Accounts receivable – net".

Credit Agreement and Debt Covenants

We also have in place and available an $800 million credit agreement expiring in March 2025, which provides for borrowings at prevailing rates and includes covenants. We had no amounts outstanding under this facility at either December 31, 2023 or December 31, 2022, and we are in compliance with all of its covenants.

Subsequent Events

In January 2024, we renewed and amended our $800 million credit agreement. The amended agreement expires in January 2029, and provides for borrowings at prevailing rates and includes covenants.

In January 2024, we also entered into a term loan credit agreement that established a 364-day, $1.0 billion, unsecured delayed draw term loan facility under which we can borrow for general corporate purposes. The term loan credit agreement provides for borrowing at prevailing rates and includes covenants that align with the $800 million credit agreement.

10. Leases

We are committed under long-term lease agreements for equipment, lines of road, and other property. We combine lease and non-lease components for new and reassessed leases. Some of these agreements are variable lease agreements that include usage-based payments. These agreements contain payment provisions that depend on an index or rate, initially measured using the index or rate at the lease commencement date, and are therefore not included in our future minimum lease payments. Our long-term lease agreements do not contain any material restrictive covenants.

Our equipment leases have remaining terms of less than 1 year to 7 years and our lines of road and land leases have remaining terms of less than 1 year to 134 years. Some of these leases include options to extend the leases for up to 99 years and some include options to terminate the leases within 30 days. Because we are not reasonably certain to exercise these renewal options, the options are not considered in determining the lease term, and associated payments are excluded from future minimum lease payments.

Leases with an initial term of twelve months or less are not recorded on the balance sheet. We recognize lease expense for these leases on a straight-line basis over the lease term.

Operating lease amounts included on the Consolidated Balance Sheets are as follows:

		December 31,	
		2023	2022
		($ in millions)	
	Classification		
Assets			
Right-of-use (ROU) assets	Other assets	$ 390	$ 407
Liabilities			
Current lease liabilities	Other current liabilities	$ 105	$ 94
Non-current lease liabilities	Other liabilities	287	316
Total lease liabilities		$ 392	$ 410

The components of total lease expense, primarily included in "Purchased services and rents," are as follows:

	2023	2022	2021
	($ in millions)		
Operating lease expense	$ 115	$ 101	$ 106
Variable lease expense	84	55	44
Short-term lease expense	15	18	9
Total lease expense	$ 214	$ 174	$ 159

In March 2019, we entered into a non-cancellable lease for an office building. In 2021, the construction of the office building was completed and the lease commenced. The initial lease term is five years with options to renew, purchase, or sell the office building at the end of the lease term. The lease contains a residual value guarantee of up to eighty-three percent of the total construction cost of $499 million.

We currently operate approximately 337 miles of railway that extends from Cincinnati, Ohio to Chattanooga, Tennessee under an operating lease agreement. Lease expense associated with this agreement totaled $26 million, $25 million, and $24 million in 2023, 2022, and 2021, respectively. In 2022, we entered into an asset purchase and sale agreement with the Board of Trustees of the Cincinnati Southern Railway to purchase this line (see further discussion in Note 17). The total purchase price is expected to be approximately $1.7 billion and will close on March 15, 2024. At close, the existing lease arrangement will terminate and the assets purchased will be reflected in "Properties."

Other information related to operating leases is as follows:

	December 31,	
	2023	**2022**
Weighted-average remaining lease term (years) on operating leases	6.12	6.67
Weighted-average discount rates on operating leases	3.78%	3.16%

As the rates implicit in most of our leases are not readily determinable, we use a collateralized incremental borrowing rate based on the information available at the lease commencement date in determining the present value of future payments. We use the portfolio approach and group leases into short-, medium-, and long-term categories, applying the corresponding incremental borrowing rates to these categories.

During 2023 and 2022, respectively, ROU assets obtained in exchange for new operating lease liabilities were $65 million and $57 million, respectively. Cash paid for amounts included in the measurement of lease liabilities was $117 million and $100 million in 2023 and 2022, respectively, and is included in operating cash flows.

Future minimum lease payments under non-cancellable operating leases are as follows:

	December 31, 2023
	($ in millions)
2024	$ 116
2025	105
2026	85
2027	42
2028	30
2029 and subsequent years	66
Total lease payments	444
Less: Interest	52
Present value of lease liabilities	$ 392

	December 31, 2022
	($ in millions)
2023	$ 103
2024	95
2025	87
2026	69
2027	27
2028 and subsequent years	81
Total lease payments	462
Less: Interest	52
Present value of lease liabilities	$ 410

11. Other Liabilities

	December 31,	
	2023	**2022**
	($ in millions)	
Long-term advances from Conrail (Note 6)	$ 534	$ 534
Non-current operating lease liability (Note 10)	287	316
Net pension benefit obligations (Note 12)	279	255
Casualty and other claims (Note 17)	221	218
Net other postretirement benefit obligations (Note 12)	172	204
Non-current Eastern Ohio incident liability (Note 17)	118	—
Deferred compensation	80	91
Other	148	141
Total	$ 1,839	$ 1,759

12. Pensions and Other Postretirement Benefits

We have both funded and unfunded defined benefit pension plans covering eligible employees. We also provide specified health care benefits to eligible retired employees; these plans can be amended or terminated at our option. Under our self-insured retiree health care plan, for those participants who are not Medicare-eligible, certain health care expenses are covered for retired employees and their dependents, reduced by any deductibles, coinsurance, and, in some cases, coverage provided under other group insurance policies. Eligible retired participants and their spouses who are Medicare-eligible are not covered under the self-insured retiree health care plan, but instead are provided with an employer-funded health reimbursement account which can be used for reimbursement of health insurance premiums or eligible out-of-pocket medical expenses.

Pension and Other Postretirement Benefit Obligations and Plan Assets

	Pension Benefits		Other Postretirement Benefits	
	2023	2022	2023	2022
	($ in millions)			
Change in benefit obligations:				
Benefit obligation at beginning of year	$ 2,051	$ 2,777	$ 326	$ 417
Service cost	25	40	4	6
Interest cost	108	67	17	9
Actuarial losses (gains)	122	(677)	1	(70)
Plan amendments	—	(4)	(5)	—
Benefits paid	(155)	(152)	(33)	(36)
Benefit obligation at end of year	2,151	2,051	310	326
Change in plan assets:				
Fair value of plan assets at beginning of year	2,260	2,861	122	173
Actual return on plan assets	375	(470)	21	(28)
Employer contributions	23	21	28	13
Benefits paid	(155)	(152)	(33)	(36)
Fair value of plan assets at end of year	2,503	2,260	138	122
Funded status at end of year	$ 352	$ 209	$ (172)	$ (204)
Amounts recognized in the Consolidated Balance Sheets:				
Other assets	$ 652	$ 484	$ —	$ —
Other current liabilities	(21)	(20)	—	—
Other liabilities	(279)	(255)	(172)	(204)
Net amount recognized	$ 352	$ 209	$ (172)	$ (204)
Amounts included in accumulated other comprehensive loss (before tax):				
Net (gain) loss	$ 574	$ 623	$ (28)	$ (19)
Prior service benefit	(5)	(6)	(156)	(177)

Our accumulated benefit obligation for our defined benefit pension plans is $2.0 billion and $1.9 billion at December 31, 2023 and 2022, respectively. Our unfunded pension plans, included above, which in all cases have no assets, had projected benefit obligations of $300 million and $275 million at December 31, 2023 and 2022, respectively, and had accumulated benefit obligations of $273 million and $249 million at December 31, 2023 and 2022, respectively.

Pension and Other Postretirement Benefit Cost Components

	2023	2022	2021
	($ in millions)		
Pension benefits:			
Service cost	$ 25	$ 40	$ 43
Interest cost	108	67	55
Expected return on plan assets	(208)	(213)	(193)
Amortization of net losses	4	49	66
Amortization of prior service benefit	(1)	—	—
Net benefit	$ (72)	$ (57)	$ (29)
Other postretirement benefits:			
Service cost	$ 4	$ 6	$ 6
Interest cost	17	9	7
Expected return on plan assets	(11)	(13)	(12)
Amortization of net losses	—	—	1
Amortization of prior service benefit	(26)	(25)	(26)
Net benefit	$ (16)	$ (23)	$ (24)

Other Changes in Plan Assets and Benefit Obligations Recognized in Other Comprehensive Income

	2023	
	Pension Benefits	Other Postretirement Benefits
	($ in millions)	
Net gains arising during the year	$ (45)	$ (9)
Prior service effect of plan amendment	—	(5)
Amortization of net losses	(4)	—
Amortization of prior service benefit	1	26
Total recognized in other comprehensive income	$ (48)	$ 12
Total recognized in net periodic cost and other comprehensive income	$ (120)	$ (4)

Net gains arising during the year for both pension benefits and other postretirement benefits were due primarily to higher actual returns on plan assets offset by a decrease in discount rates.

The estimated net losses and prior service credits for the pension plans that will be amortized from accumulated other comprehensive loss into net periodic cost over the next year are $16 million. The estimated net gains and prior service benefit for the other postretirement benefit plans that will be amortized from accumulated other comprehensive loss into net periodic benefit over the next year is $26 million.

Pension and Other Postretirement Benefits Assumptions

Costs for pension and other postretirement benefits are determined based on actuarial valuations that reflect appropriate assumptions as of the measurement date, ordinarily the beginning of each year. The funded status of the plans is determined using appropriate assumptions as of each year end. A summary of the major assumptions follows:

	2023	2022	2021
Pension funded status:			
Discount rate	5.23%	5.56%	2.97%
Future salary increases	4.44%	4.44%	4.44%
Other postretirement benefits funded status:			
Discount rate	5.11%	5.45%	2.72%
Pension cost:			
Discount rate - service cost	5.75%	3.25%	3.14%
Discount rate - interest cost	5.40%	2.45%	1.95%
Return on assets in plans	8.00%	8.00%	8.00%
Future salary increases	4.44%	4.44%	4.44%
Other postretirement benefits cost:			
Discount rate - service cost	5.56%	3.01%	2.71%
Discount rate - interest cost	5.23%	2.13%	1.57%
Return on assets in plans	7.75%	7.75%	7.75%
Health care trend rate	7.00%	6.50%	6.00%

To determine the discount rates used to measure our benefit obligations, we utilize analyses in which the projected annual cash flows from the pension and other postretirement benefit plans were matched with yield curves based on an appropriate universe of high-quality corporate bonds. We use the results of the yield curve analyses to select the discount rates that match the payment streams of the benefits in these plans.

We use a spot rate approach to estimate the service cost and interest cost components of net periodic benefit cost for our pension and other postretirement benefit plans.

Health Care Cost Trend Assumptions

For measurement purposes at December 31, 2023, increases in the per capita cost of pre-Medicare covered health care benefits were assumed to be 6.5% for 2024. We assume the rate will ratably decrease to an ultimate rate of 5.0% for 2030 and remain at that level thereafter.

Asset Management

Thirteen investment firms manage our defined benefit pension plan's assets under investment guidelines approved by our Benefits Investment Committee that is composed of members of our management. Investments are restricted to domestic and international equity securities, domestic and international fixed income securities, and unleveraged exchange-traded options and financial futures. Limitations restrict investment concentration and use of certain derivative investments. The target asset allocation for equity is 75% of the pension plan's assets. Fixed income investments must consist predominantly of securities rated investment grade or higher. Equity investments must be in liquid securities listed on national exchanges. No investment is permitted in our securities (except through commingled pension trust funds).

Our pension plan's weighted-average asset allocations, by asset category, were as follows:

	Percentage of Plan Assets at December 31,	
	2023	2022
Domestic equity securities	50%	53%
Debt securities	24%	26%
International equity securities	24%	20%
Cash and cash equivalents	2%	1%
Total	100%	100%

The other postretirement benefit plan assets consist primarily of trust-owned variable life insurance policies with an asset allocation at December 31, 2023 of 66% in equity securities and 34% in debt securities compared with 64% in equity securities and 36% in debt securities at December 31, 2022. The target asset allocation for equity is between 50% and 75% of the plan's assets.

The plans' assumed future returns are based principally on the asset allocations and historical returns for the plans' asset classes determined from both actual plan returns and, over longer time periods, expected market returns for those asset classes. For 2024, we assume an 8.00% return on pension plan assets.

Fair Value of Plan Assets

The following is a description of the valuation methodologies used for pension plan assets measured at fair value.

Common stock: Shares held by the plan at year end are valued at the official closing price as defined by the exchange or at the most recent trade price of the security at the close of the active market.

Common collective trusts: The readily determinable fair value is based on the published fair value per unit of the trusts. The common collective trusts hold equity securities, fixed income securities and cash and cash equivalents.

Fixed income securities: Valued based on quotes received from independent pricing services or at an estimated price at which a dealer would pay for the security at year end using observable market-based inputs.

Commingled funds: The readily determinable fair value is based on the published fair value per unit of the funds. The commingled funds hold equity securities.

Cash and cash equivalents: Short-term Treasury bills or notes are valued at an estimated price at which a dealer would pay for the security at year end using observable market-based inputs; money market funds are valued at the closing price reported on the active market on which the funds are traded.

The following table sets forth the pension plan's assets by valuation technique level, within the fair value hierarchy. There were no level 3 valued assets at December 31, 2023 or 2022.

	December 31, 2023		
	Level 1	Level 2	Total
	($ in millions)		
Common stock	$ 1,192	$ —	$ 1,192
Common collective trusts:			
International equity securities	—	371	371
Debt securities	—	310	310
Domestic equity securities	—	166	166
Fixed income securities:			
Government and agencies securities	—	170	170
Corporate bonds	—	93	93
Mortgage and other asset-backed securities	—	32	32
Commingled funds	—	122	122
Cash and cash equivalents	47	—	47
Total investments	$ 1,239	$ 1,264	$ 2,503

	December 31, 2022		
	Level 1	Level 2	Total
	($ in millions)		
Common stock	$ 1,011	$ —	$ 1,011
Common collective trusts:			
International equity securities	—	336	336
Debt securities	—	291	291
Domestic equity securities	—	160	160
Fixed income securities:			
Government and agencies securities	—	158	158
Corporate bonds	—	100	100
Mortgage and other asset-backed securities	—	28	28
Commingled funds	—	121	121
Cash and cash equivalents	55	—	55
Total investments	$ 1,066	$ 1,194	$ 2,260

The following is a description of the valuation methodologies used for other postretirement benefit plan assets measured at fair value.

Trust-owned life insurance: Valued at our interest in trust-owned life insurance issued by a major insurance company. The underlying investments owned by the insurance company consist of a U.S. stock account and a U.S. bond account but may retain cash at times as well. The U.S. stock account and U.S. bond account are valued based on readily determinable fair values.

The other postretirement benefit plan assets consisted of trust-owned life insurance with fair values of $138 million and $122 million at December 31, 2023 and 2022, respectively, and are valued under level 2 of the fair value hierarchy. There were no level 1 or level 3 valued assets.

Contributions and Estimated Future Benefit Payments

In 2024, we expect to contribute approximately $22 million to our unfunded pension plans for payments to pensioners and approximately $31 million to our other postretirement benefit plans for retiree health and death benefits. We do not expect to contribute to our funded pension plan in 2024.

Benefit payments, which reflect expected future service, as appropriate, are expected to be paid as follows:

	Pension Benefits	Other Postretirement Benefits
	($ in millions)	
2024	$ 151	$ 31
2025	149	30
2026	148	29
2027	148	28
2028	148	27
Years 2029 – 2033	743	127

Other Postretirement Coverage

Under collective bargaining agreements, Norfolk Southern and certain subsidiaries participate in a multi-employer benefit plan, which provides certain postretirement health care and life insurance benefits to eligible craft employees. Premiums under this plan are expensed as incurred and totaled $11 million, $13 million, and $21 million in 2023, 2022, 2021, respectively.

Section 401(k) Plans

Norfolk Southern and certain subsidiaries provide Section 401(k) savings plans for employees. Under the plans, we match a portion of employee contributions, subject to applicable limitations. Our matching contributions, recorded as an expense, totaled $25 million, $22 million, and $23 million in 2023, 2022, 2021, respectively.

13. Stock-Based Compensation

Under the stockholder-approved LTIP, the Human Capital Management and Compensation Committee (Committee), which is made up of nonemployee members of the Board, or the Chief Executive Officer (when delegated authority by such Committee), may grant stock options, stock appreciation rights (SARs), restricted stock units (RSUs), restricted shares, performance share units (PSUs), and performance shares, up to a maximum of 104,125,000 shares of our Common Stock, of which 7,731,573 remain available for future grants as of December 31, 2023.

The number of shares remaining for issuance under the LTIP is reduced (i) by 1 for each award granted as a stock option or stock-settled SAR, or (ii) by 1.61 for an award made in the form other than a stock option or stock-settled SAR. Under the Board-approved Thoroughbred Stock Option Plan (TSOP), the Committee may grant stock options up to a maximum of 6,000,000 shares of Common Stock. We use newly issued shares to satisfy any exercises and awards under the LTIP and the TSOP.

The LTIP also permits the payment, on a current or a deferred basis and in cash or in stock, of dividend equivalents on shares of Common Stock covered by stock options, RSUs, or PSUs in an amount commensurate with regular quarterly dividends paid on Common Stock. With respect to stock options, if employment of the participant is terminated for any reason, including retirement, disability, or death, we have no further obligation to make any dividend equivalent payments. Regarding RSUs, we have no further obligation to make any dividend equivalent payments unless employment of the participant is terminated as a result of qualifying retirement or disability. Should an employee terminate employment, they are not required to forfeit dividend equivalent payments already received. Outstanding PSUs do not receive dividend equivalent payments.

The Committee granted stock options, RSUs and PSUs pursuant to the LTIP for the last three years as follows:

	2023		2022		2021	
	Granted	Weighted-Average Grant-Date Fair Value	Granted	Weighted-Average Grant-Date Fair Value	Granted	Weighted-Average Grant-Date Fair Value
Stock options	69,580	$ 77.60	140,080	$ 61.32	42,770	$ 62.49
RSUs	214,936	230.12	180,306	265.21	183,093	240.09
PSUs	59,200	236.16	58,945	272.22	50,100	240.72

Recipients of certain RSUs and PSUs pursuant to the LTIP who retire prior to October 1st will forfeit awards received in the current year. Receipt of certain LTIP awards is contingent on the recipient having executed a non-compete agreement with the company.

We account for our grants of stock options, RSUs, PSUs, and dividend equivalent payments in accordance with FASB ASC 718, "*Compensation - Stock Compensation*." Accordingly, all awards result in charges to net income while dividend equivalent payments, which are all related to equity classified awards, are charged to retained income. Compensation cost for the awards is recognized on a straight-line basis over the requisite service period for the entire award. Related compensation costs and tax benefits during the years were:

	2023	2022	2021
		($ in millions)	
Stock-based compensation expense	$ 40	$ 53	$ 54
Total tax benefit	15	27	34

Stock Options

Option exercise prices will be at least the higher of (i) the average of the high and low prices at which Common Stock is traded on the grant date, or (ii) the closing price of Common Stock on the grant date. All options are subject to a vesting period of at least one year, and the term of the option will not exceed ten years. Holders of the options granted under the LTIP who remain actively employed receive cash dividend equivalent payments for four years in an amount equal to the regular quarterly dividends paid on Common Stock.

For all years, options granted under the LTIP and the TSOP may not be exercised prior to the fourth and third anniversaries of the date of grant, respectively, or if the optionee retires or dies before that anniversary date, may not be exercised before the later of one year after the grant date or the date of the optionee's retirement or death.

The fair value of each option awarded was measured on the date of grant using the Black-Scholes valuation model. Expected volatility is based on implied volatility from traded options on, and historical volatility of, Common Stock. Historical data is used to estimate option exercises and employee terminations within the valuation model. Historical exercise data is used to estimate the average expected option term. The average risk-free interest rate is

based on the U.S. Treasury yield curve in effect at the time of grant. A dividend yield of zero was used for the LTIP options during the vesting period. For 2023, 2022, and 2021, a dividend yield of 2.24%, 1.85%, and 1.64%, respectively, was used for the vested period during the remaining expected option term for LTIP options.

The assumptions for the LTIP grants for the last three years are shown in the following table:

	2023	2022	2021
Average expected volatility	27%	27%	26%
Average risk-free interest rate	3.54%	1.80%	0.75%
Average expected option term	7.0 years	6.5 years	7.5 years

A summary of changes in stock options is presented below:

	Stock Options	Weighted-Average Exercise Price
Outstanding at December 31, 2022	880,002	$ 134.66
Granted	69,580	241.18
Exercised	(206,016)	96.68
Forfeited	(169)	69.83
Outstanding at December 31, 2023	743,397	155.17

The aggregate intrinsic value of options outstanding at December 31, 2023 was $66 million with a weighted-average remaining contractual term of 4.0 years. Of these options outstanding, 570,428 were exercisable and had an aggregate intrinsic value of $66 million with a weighted-average exercise price of $123.27 and a weighted-average remaining contractual term of 1.6 years.

The following table provides information related to options exercised for the last three years:

	2023	2022	2021
		($ in millions)	
Options exercised	206,016	307,660	470,632
Total intrinsic value	$ 27	$ 54	$ 83
Cash received upon exercise	19	25	42
Related tax benefits realized	6	12	17

At December 31, 2023, total unrecognized compensation related to options granted under the LTIP was $3 million, and is expected to be recognized over a weighted-average period of approximately 2.4 years.

Restricted Stock Units

RSUs granted primarily have a four-year ratable restriction period and will be settled through the issuance of shares of Common Stock. Certain RSU grants include cash dividend equivalent payments during the restriction period in an amount equal to regular quarterly dividends paid on Common Stock. The fair value of each RSU was measured on the date of grant as the average of the high and low prices at which Common Stock is traded on the grant date, adjusted for the impact of dividend equivalent payments as applicable.

	2023	2022	2021
		($ in millions)	
RSUs vested	157,417	249,138	260,307
Common Stock issued net of tax withholding	110,069	175,781	184,319
Related tax benefits realized	$ 1	$ 5	$ 7

A summary of changes in RSUs is presented below:

	RSUs	Weighted-Average Grant-Date Fair Value
Nonvested at December 31, 2022	387,381	$ 236.53
Granted	214,936	230.12
Vested	(157,417)	220.04
Forfeited	(11,042)	241.50
Nonvested at December 31, 2023	433,858	239.21

At December 31, 2023, total unrecognized compensation related to RSUs was $45 million, and is expected to be recognized over a weighted-average period of approximately 2.5 years.

Performance Share Units

PSUs provide for awards based on the achievement of certain predetermined corporate performance goals at the end of a three-year cycle and are settled through the issuance of shares of Common Stock. All PSUs will earn out based on the achievement of performance conditions and some will also earn out based on a market condition. The market condition fair value was measured on the date of grant using a Monte Carlo simulation model.

	2023	2022	2021
		($ in millions)	
PSUs earned	58,599	86,420	78,727
Common Stock issued net of tax withholding	40,255	54,651	49,967
Related tax benefits realized	$ —	$ 1	$ 1

A summary of changes in PSUs is presented below:

	PSUs	Weighted-Average Grant-Date Fair Value
Balance at December 31, 2022	142,437	$ 236.70
Granted	59,200	236.16
Earned	(58,599)	213.12
Unearned	(4,751)	213.12
Forfeited	(1,578)	246.64
Balance at December 31, 2023	136,709	247.28

At December 31, 2023, total unrecognized compensation related to PSUs granted under the LTIP was $2 million, and is expected to be recognized over a weighted-average period of approximately 1.7 years.

Shares Available and Issued

Shares of Common Stock available for future grants and issued in connection with all features of the LTIP and the TSOP at December 31, were as follows:

	2023	2022	2021
Available for future grants:			
LTIP	7,731,573	8,238,993	8,609,075
TSOP	436,571	436,402	435,867
Issued:			
LTIP	315,700	503,090	632,279
TSOP	40,640	35,002	72,639

14. Stockholders' Equity

Common Stock

Common Stock is reported net of shares held by our consolidated subsidiaries (Treasury Shares). Treasury Shares at December 31, 2023 and 2022 amounted to 20,320,777, with a cost of $19 million at both dates.

Accumulated Other Comprehensive Loss

The components of "Other comprehensive income" reported in the Consolidated Statements of Comprehensive Income and changes in the cumulative balances of "Accumulated other comprehensive loss" reported in the Consolidated Balance Sheets consisted of the following:

	Balance at Beginning of Year	Net Income	Reclassification Adjustments	Balance at End of Year
		($ in millions)		
Year ended December 31, 2023				
Pensions and other postretirement liabilities	$ (319)	$ 44	$ (17)	$ (292)
Other comprehensive income of equity investees	(32)	4	—	(28)
Accumulated other comprehensive loss	$ (351)	$ 48	$ (17)	$ (320)
Year ended December 31, 2022				
Pensions and other postretirement liabilities	$ (356)	$ 20	$ 17	$ (319)
Other comprehensive income of equity investees	(46)	14	—	(32)
Accumulated other comprehensive loss	$ (402)	$ 34	$ 17	$ (351)

Other Comprehensive Income

"Other comprehensive income" reported in the Consolidated Statements of Comprehensive Income consisted of the following:

	Pretax Amount	Tax (Expense) Benefit	Net-of-Tax Amount
		($ in millions)	
Year ended December 31, 2023			
Net gain arising during the year:			
Pensions and other postretirement benefits	$ 59	$ (15)	$ 44
Reclassification adjustments for costs included in net income	(23)	6	(17)
Subtotal	36	(9)	27
Other comprehensive income of equity investees	4	—	4
Other comprehensive income	$ 40	$ (9)	$ 31
Year ended December 31, 2022			
Net gain arising during the year:			
Pensions and other postretirement benefits	$ 27	$ (7)	$ 20
Reclassification adjustments for costs included in net income	24	(7)	17
Subtotal	51	(14)	37
Other comprehensive income of equity investees	17	(3)	14
Other comprehensive income	$ 68	$ (17)	$ 51
Year ended December 31, 2021			
Net gain arising during the year:			
Pensions and other postretirement benefits	$ 185	$ (46)	$ 139
Reclassification adjustments for costs included in net income	41	(10)	31
Subtotal	226	(56)	170
Other comprehensive income of equity investees	24	(2)	22
Other comprehensive income	$ 250	$ (58)	$ 192

15. Stock Repurchase Programs

We repurchased and retired 2.8 million, 12.6 million, and 12.7 million shares of Common Stock under our stock repurchase programs in 2023, 2022, and 2021, respectively, at a cost of $627 million, $3.1 billion, and $3.4 billion, respectively, inclusive of excise taxes in 2023.

On March 29, 2022, our Board of Directors authorized a new program for the repurchase of up to $10.0 billion of Common Stock beginning April 1, 2022. As of December 31, 2023, $6.9 billion remains authorized for repurchase. Our previous share repurchase program terminated on March 31, 2022.

16. Earnings Per Share

The following table sets forth the calculation of basic and diluted earnings per share:

	Basic			Diluted		
	2023	2022	2021	2023	2022	2021
	($ in millions except per share amounts, shares in millions)					
Net income	$ 1,827	$ 3,270	$ 3,005	$ 1,827	$ 3,270	$ 3,005
Dividend equivalent payments	(3)	(2)	(2)	(3)	(1)	—
Income available to common stockholders	$ 1,824	$ 3,268	$ 3,003	$ 1,824	$ 3,269	$ 3,005
Weighted-average shares outstanding	226.9	234.8	246.9	226.9	234.8	246.9
Dilutive effect of outstanding options and share-settled awards				0.5	0.8	1.2
Adjusted weighted-average shares outstanding				227.4	235.6	248.1
Earnings per share	$ 8.04	$ 13.92	$ 12.16	$ 8.02	$ 13.88	$ 12.11

In each year, dividend equivalent payments were made to certain holders of stock options and RSUs. For purposes of computing basic earnings per share, dividend equivalent payments made to holders of stock options and RSUs were deducted from net income to determine income available to common stockholders. For purposes of computing diluted earnings per share, we evaluate on a grant-by-grant basis those stock options and RSUs receiving dividend equivalent payments under the two-class and treasury stock methods to determine which method is more dilutive for each grant. For those grants for which the two-class method was more dilutive, net income was reduced by dividend equivalent payments to determine income available to common stockholders. The dilution calculations exclude options having exercise prices exceeding the average market price of Common Stock as follows: 0.1 million for the years ended December 31, 2023 and 2022, and none for the year ended December 31, 2021.

17. Commitments and Contingencies

Eastern Ohio Incident

Summary

On February 3, 2023, a train operated by us derailed in East Palestine, Ohio. The derailed equipment included 38 railcars, 11 of which were non-Company-owned tank cars containing hazardous materials. Fires associated with the derailment threatened certain of the tank cars. There was concern about the risk that the contents of five of the tank cars carrying vinyl chloride might polymerize, which would have posed the risk of a catastrophic explosion. As a

consequence, on February 6, 2023, the local incident commander (the East Palestine Fire Chief)—in consultation with the incident command that included, among others, federal, state and local officials and Norfolk Southern—opted to conduct a controlled vent and burn of five derailed tank cars, all of which contained vinyl chloride. This procedure involved creating holes in the five tank cars to drain the vinyl chloride into adjacent trenches that had been dug into the ground where such vinyl chloride was then burned, with any material remaining after burning of the vinyl chloride being remediated. The February 3rd derailment, the associated fire, and the resulting vent and burn of the tank cars containing vinyl chloride on February 6th is hereinafter referred to as the "Incident."

In response to the Incident, we have been working to clean the site safely and thoroughly, including those activities described in the Environmental Matters section below with respect to potentially impacted air, soil and water and to monitor for any impact on public health and the environment. We are working with federal, state, and local officials to mitigate impacts from the Incident, including, among other efforts, conducting environmental monitoring and clean-up activities (as more fully described below), operating a family assistance center to provide financial support to affected members of the East Palestine and surrounding communities, and committing additional financial support to the community.

Financial Impact

Although we cannot predict the final outcome or estimate the reasonably possible range of loss with certainty, we recognized $1.1 billion of expense in 2023 for costs directly attributable to the Incident (including amounts accrued for the probable and reasonably estimable liabilities for those environmental and non-environmental matters described below) which is presented in "Eastern Ohio incident" on the Consolidated Statements of Income. The total expense recognized includes the impact of $101 million in insurance recoveries received in 2023 from claims made under our insurance policies. We recorded a deferred tax asset (Note 4) of $249 million related to the Incident expecting that certain expenses will be deductible for tax purposes in future periods or offset with insurance recoveries. During 2023, our cash expenditures attributable to the Incident, net of insurance proceeds received, were $652 million, which are presented in "Net cash provided by operating activities" on the Consolidated Statements of Cash Flows. The difference between the recognized expense and cash expenditures during 2023 of $464 million comprises primarily of our current estimates of probable and reasonably estimable liabilities principally associated with environmental matters and legal proceedings, which are discussed in further detail below.

Certain costs recorded in 2023 may be recoverable under our insurance policies in effect at the date of the Incident or from third parties. To date, we have recognized $101 million in insurance recoveries. Any additional amounts recoverable under our insurance policies or from third parties will be reflected in future periods in which recovery is considered probable. For additional information about our insurance coverage, see "Insurance" below.

Environmental Matters – In response to the Incident, we have been working with federal, state, and local officials such as the U.S. Environmental Protection Agency (EPA), the Ohio EPA, the Pennsylvania Department of Environmental Protection (DEP), and the Columbiana County Health District to conduct environmental response and remediation activities, including but not limited to, air monitoring, indoor air quality screenings, municipal water and private water well testing, residential, commercial, and agricultural soil sampling, surface water and groundwater sampling, re-routing a local waterway around the affected site, capturing and shipping stormwater that enters the impacted derailment site to proper disposal facilities, and excavating and disposing of potentially affected soil at hazardous waste landfills or incinerators. The U.S. EPA issued a Unilateral Administrative Order (UAO) on February 21, 2023 containing various requirements, including the submission of numerous work plans to assess and remediate various environmental media and performance of certain removal actions at the affected site. On February 24, 2023, we submitted to the U.S. EPA our Notice of Intent to Comply with the UAO and are currently cooperating with U.S. EPA as well as the Ohio EPA and Pennsylvania DEP, pursuant to the UAO and the directives issued thereunder. On October 18, 2023, the U.S. EPA issued a second unilateral order under Section 311(c) of the Clean Water Act (CWA), requiring preparation of additional environmental work

plans. We timely submitted our Notice of Intent to Comply with the CWA order and continue to cooperate with the U.S. EPA, as well as state agencies, in compliance with the CWA order.

We are also subject to the following legal proceedings that principally relate to the environmental impact of the Incident:

- The DOJ and the U.S. EPA filed a civil complaint (the DOJ Complaint) in the Northern District of Ohio (Eastern Division) seeking injunctive relief, cost recovery and civil penalties for violations of the Clean Water Act and seeking cost recovery under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). The Ohio Attorney General (AG) also filed a CERCLA lawsuit (the Ohio Complaint) in the Northern District of Ohio (Eastern Division) seeking statutory damages for a variety of tort and environmental claims under CERCLA and various state laws. The DOJ and Ohio AG cases have been consolidated for discovery purposes. We have filed an answer, and on June 30, 2023, we filed a third-party complaint bringing in numerous parties involved in the Incident.

In connection with the foregoing items, we recognized $836 million of expense during 2023, of which $517 million was paid during 2023, related to probable obligations that are reasonably estimable, in accordance with FASB ASC 410-30, "*Environmental Obligations*." Our current estimate includes ongoing and future environmental cleanup activities and remediation efforts, governmental oversight costs (including those incurred by the U.S. EPA and the Ohio EPA), and other related costs, including those in connection with the DOJ Complaint (including potential civil penalties related to violations of the Clean Water Act). Our current estimates of future environmental cleanup and remediation liabilities related to the Incident may change over time due to various factors, including but not limited to, the nature and extent of required future cleanup and removal activities (including those resulting from soil, water, sediment, and air assessment and investigative activities that are currently being, and will continue to be, conducted at the site), and the extent and duration of governmental oversight, amongst other factors. As clean-up efforts progress and more information is available, we will review these estimates and revise as appropriate.

Legal Proceedings and Claims (Non-Environmental) – To date, numerous non-environmental legal actions have commenced with respect to the Incident, including those more specifically set forth below.

- There is a consolidated putative class action pending in the Northern District of Ohio (Eastern Division) in which plaintiffs allege various claims, including negligence, gross negligence, strict liability, and nuisance, and seeking as relief compensatory and punitive damages, medical monitoring and business losses. The putative class is defined by reference to a class area covering a 30-mile radius. On July 12, 2023, we filed a third-party complaint bringing in multiple parties involved in the Incident. The court in the putative class action has established a fact discovery deadline of February 5, 2024. Another putative class action is pending in the Western District of Pennsylvania, brought by Pennsylvania school districts and students. On August 22, 2023, three school districts voluntarily dismissed their actions, then individual lawsuits. On the same day, six Pennsylvania school districts and students filed a putative class action lawsuit alleging negligence, strict liability, nuisance, and trespass, and seeking damages and health monitoring. On December 8, 2023, the school districts amended their complaint to add additional companies as defendants in the action. The putative class action and individual lawsuits are collectively referred to herein as the Incident Lawsuits. In accordance with FASB ASC 450, "*Contingencies*," we have recognized a $116 million loss during 2023 with respect to the Incident Lawsuits and related contingencies, of which $34 million has been paid. At this time, we are unable to estimate the possible loss or range of loss in excess of the amounts accrued regarding the Incident Lawsuits. However, for the reasons set forth below, our estimated loss or range of loss with respect to the Incident Lawsuits may change from time to time, and it is reasonably possible that we will incur actual losses in excess of the amounts currently accrued and such additional amounts may be material. While we continue to

work with parties with respect to potential resolution pathways, no assurance can be given that we will be successful in doing so and we cannot predict the outcome of these matters.

- We have received securities and derivative litigation and multiple shareholder document and litigation demand letters, including a securities class action lawsuit under the Securities Exchange Act of 1934 initially filed in the Southern District of Ohio alleging multiple securities law violations but since transferred to the Northern District of Georgia, a securities class action lawsuit under the Securities Act of 1933 filed in the Southern District of New York alleging misstatements in association with our debt offerings, and a shareholder derivative complaint in Virginia state court asserting claims for breach of fiduciary duties, waste of corporate assets, and unjust enrichment in connection with safety of the Company's operations (collectively, the Shareholder Matters). On February 2, 2024, defendants filed a motion to dismiss the amended complaint in the Securities Act lawsuit. No responsive pleadings have been filed yet with respect to the other Shareholder Matters.

With respect to the Incident-related litigation and regulatory matters, we record a liability for loss contingencies through a charge to earnings when we conclude that it is probable that a liability has been incurred and the amount of the liability can be reasonably estimated, and disclose such liability if we conclude it to be material. Any adjustments to the recorded liability will be reflected in earnings in the periods in which such adjustments become known. Because the final outcome of any of these legal proceedings cannot be predicted with certainty, developments related to the progress of such legal proceedings or other unfavorable or unexpected developments or outcomes could result in additional costs or new or additionally accrued amounts that could be material to our results of operations in a particular year or quarter. In addition, if it is reasonably possible that we will incur Incident-related losses in excess of the amounts currently recorded as a loss contingency, we disclose the potential range of loss, if reasonably estimable, or we disclose that we cannot reasonably estimate such an amount at this time. For Incident-related litigation and regulatory matters where a loss may be reasonably possible, but not probable, or probable but not reasonably estimable, no accrual is established but the matter, if potentially material, is disclosed.

Our estimates of probable losses and reasonably possible losses are based upon currently available information and involve significant judgement and a variety of assumptions, given that (1) these legal and regulatory proceedings are in early stages; (2) discovery may not be completed; (3) damages sought in these legal and regulatory proceedings can be unsubstantiated or indeterminate; (4) there are often significant facts in dispute; and/or (5) there is a wide range of possible outcomes. Accordingly, our estimated range of loss with respect to these matters may change from time to time, and actual losses may exceed current estimates. At this time, we are unable to estimate the possible loss or range of loss in excess of the amounts accrued with respect to the matters described above.

In addition to the costs associated with environmental matters and legal proceedings and claims, we incurred $265 million in other expenses directly related to the Incident in 2023 pertaining to legal fees, community support, and other response-related activities. The amounts recorded by us in 2023 do not include any estimate of loss for the following additional items, for which we believe a loss is either not probable or not reasonably estimable for the reasons noted: (i) the overall cost to us for the healthcare fund being developed in conjunction with relevant stakeholders, including the Ohio AG, for affected residents (given the preliminary nature of such discussions), which amount will impact our loss contingency analysis with respect to the Incident Lawsuits described above, or (ii) any fines or penalties (in excess of the liabilities established for Clean Water Act-related civil penalties) that may be imposed as a result of the Incident Inquiries and Investigations, as more specifically set forth and defined below (the outcome of which are uncertain at this time). Additionally, with the exception of amounts recognized during 2023, potential recoveries under our insurance coverage, which may apply to various Incident-related expenses or liabilities as more specifically set forth further below, have not yet been recorded (given the preliminary nature of discussions with our insurers). No amounts have been recorded related to potential recoveries

from other third parties, which may reduce amounts payable by our insurers under our applicable insurance coverage.

Inquiries and Investigations

As set forth above, we are subject to inquiries and investigations by numerous federal, state, and local government authorities and regulatory agencies regarding the Incident, including but not limited to, the DOJ and the U.S. EPA, the Ohio EPA, the NTSB, the FRA, the Occupational Safety and Health Administration, the Ohio AG, and the Pennsylvania AG. Further details regarding the NTSB and FRA investigations are set forth below. We are cooperating with all inquiries and investigations, including responding to civil and criminal subpoenas and other requests for information (the aforementioned inquiries and investigations, as well as the civil and criminal subpoenas are collectively referred to herein as the Incident Inquiries and Investigations). Aside from the FRA Safety Assessment (defined and described below), the outcome of any current or future Incident Inquiries and Investigations is uncertain at this time, including any related fines, penalties or settlements. Therefore, our expenses for 2023 do not include estimates of the total amount that we may incur for any such fines, penalties or settlements.

Subsequent to the Incident, investigators from the NTSB examined railroad equipment and track conditions; reviewed data from the signal system, wayside defect detectors, local surveillance cameras, and the lead locomotive's event recorder and forward-facing and inward-facing image recorders; and completed certain interviews (the NTSB Investigation). The NTSB issued a preliminary report indicating that one of the cars involved in the derailment appeared to have a wheel bearing in the final stage of overheat failure moments before the derailment. Their preliminary report also indicates that the rail crew was operating the train within our rules; the rail crew operated the train below the track speed limit, the wayside heat detectors were operating as designed; and once the rail crew was alerted by the wayside detector, they immediately began to stop the train. The NTSB conducted a subsequent investigative field hearing in East Palestine, Ohio on June 22 and 23, 2023. The NTSB's investigation remains ongoing. We expect the NTSB to issue a final report, with a probable cause determination and safety recommendations, in 2024.

Concurrent with the NTSB Investigation, the FRA is also investigating the Incident. Similar in scope to the NTSB Investigation, the FRA is examining railroad equipment, track conditions, hazardous materials train placement and routing, and emergency response (the FRA Incident Investigation). The FRA Incident Investigation may result in the assessment of civil penalties. In addition to the FRA Incident Investigation, the FRA completed a 60-day supplemental safety assessment (the FRA Safety Assessment). The FRA Safety Assessment included a review of findings from a previously completed 2022 system audit and an assessment of operational elements including, but not limited to: track, signal, and rolling stock maintenance, inspection and repair practices; protection of employees; communications between transportation departments and mechanical and engineering staff; operation control center procedures and dispatcher training. The overall scope of the FRA Safety Assessment was to examine our safety culture. The FRA issued a public report in early August and included its findings and recommended corrective actions. The FRA Incident Investigation remains ongoing.

Other Commitments and Contingencies

Lawsuits

We and/or certain subsidiaries are defendants in numerous lawsuits and other claims relating principally to railroad operations. When we conclude that it is probable that a liability has been incurred and the amount of the liability can be reasonably estimated, it is accrued through a charge to earnings and, if material, disclosed below. While the ultimate amount of liability incurred in any of these lawsuits and claims is dependent on future developments, in our opinion, the recorded liability is adequate to cover the future payment of such liability and claims. However, the final outcome of any of these lawsuits and claims cannot be predicted with certainty, and unfavorable or unexpected outcomes could result in additional accruals that could be significant to results of operations in a particular year or quarter. Any adjustments to the recorded liability will be reflected in earnings in the periods in which such adjustments become known. For lawsuits and other claims where a loss may be reasonably possible, but not

probable, or is probable but not reasonably estimable, no accrual is established but the matter, if potentially material, is disclosed below. We routinely review relevant information with respect to our lawsuits and other claims and update our accruals, disclosures and estimates of reasonably possible loss based on such reviews.

In 2007, various antitrust class actions filed against us and other Class I railroads in various Federal district courts regarding fuel surcharges were consolidated in the District of Columbia by the Judicial Panel on Multidistrict Litigation. In 2012, the court certified the case as a class action. The defendant railroads appealed this certification, and the Court of Appeals for the District of Columbia vacated the District Court's decision and remanded the case for further consideration. On October 10, 2017, the District Court denied class certification. The decision was upheld by the Court of Appeals on August 16, 2019. Since that decision, various individual cases have been filed in multiple jurisdictions and also consolidated in the District of Columbia. We intend to vigorously defend the cases. We do not believe the outcome of these proceedings will have a material effect on our financial position, results of operations, or liquidity.

In 2018, a lawsuit was filed against one of our subsidiaries by the minority owner in a jointly-owned terminal railroad company in which our subsidiary has the majority ownership. The lawsuit alleged violations of various state laws and federal antitrust laws. On January 3, 2023, the court granted summary judgment to us on all of the compensatory claims but denied summary judgment for all equitable relief claims. On January 18, 2023, the court dismissed the federal equitable relief claims, leaving the state equitable relief claims as the sole remaining issue under consideration. On April 19, 2023, the court disposed of all remaining state equitable relief claims. The court's dismissals were appealed and the case is currently before the United States Court of Appeals for the Fourth Circuit. We will continue to vigorously defend the lawsuit and, although it is reasonably possible we could incur a loss in the case, we believe that we will prevail. However, given that litigation is inherently unpredictable and subject to uncertainties, there can be no assurances that the final outcome of the litigation (including the related appeal) will not be material. Until such appeal is final, we cannot reasonably estimate the potential loss or range of loss associated with this matter.

Casualty Claims

Casualty claims include employee personal injury and occupational claims as well as third-party claims, all exclusive of legal costs. To aid in valuing our personal injury liability and determining the amount to accrue with respect to such claims during the year, we utilize studies prepared by an independent consulting actuarial firm. Job-related personal injury and occupational claims are subject to the FELA, which is applicable only to railroads. The variability inherent in FELA's fault-based tort system could result in actual costs being different from the liability recorded. While the ultimate amount of claims incurred is dependent on future developments, in our opinion, the recorded liability is adequate to cover the future payments of claims and is supported by the most recent actuarial study. In all cases, we record a liability when the expected loss for the claim is both probable and reasonably estimable.

Employee personal injury claims – Other than Incident-related matters noted above, the largest component of claims expense is employee personal injury costs. The independent actuarial firm we engage provides quarterly studies to aid in valuing our employee personal injury liability and estimating personal injury expense. The actuarial firm studies our historical patterns of reserving for claims and subsequent settlements, taking into account relevant outside influences. The actuarial firm uses the results of these analyses to estimate the ultimate amount of liability. We adjust the liability quarterly based upon our assessment and the results of the study. The accuracy of our estimate of the liability is subject to inherent limitation given the difficulty of predicting future events such as jury decisions, court interpretations, or legislative changes. As a result, actual claim settlements may vary from the estimated liability recorded.

Occupational claims – Occupational claims include injuries and illnesses alleged to be caused by exposures which occur over time as opposed to injuries or illnesses caused by a specific accident or event. Types of occupational claims commonly seen allege exposure to asbestos and other claimed toxic substances resulting in respiratory diseases or cancer. Many such claims are being asserted by former or retired employees, some of whom have not

been employed in the rail industry for decades. The independent actuarial firm provides an estimate of the occupational claims liability based upon our history of claim filings, severity, payments, and other pertinent facts. The liability is dependent upon judgments we make as to the specific case reserves as well as judgments of the actuarial firm in the quarterly studies. Our estimate of ultimate loss includes a provision for those claims that have been incurred but not reported. This provision is derived by analyzing industry data and projecting our experience. We adjust the liability quarterly based upon our assessment and the results of the study. However, it is possible that the recorded liability may not be adequate to cover the future payment of claims. Adjustments to the recorded liability are reflected in operating expenses in the periods in which such adjustments become known.

Third-party claims – We record a liability for third-party claims including those for highway crossing accidents, trespasser and other injuries, property damage, and lading damage. The actuarial firm assists us with the calculation of potential liability for third-party claims, except lading damage, based upon our experience including the number and timing of incidents, amount of payments, settlement rates, number of open claims, and legal defenses. We adjust the liability quarterly based upon our assessment and the results of the study. Given the inherent uncertainty in regard to the ultimate outcome of third-party claims, it is possible that the actual loss may differ from the estimated liability recorded.

Environmental Matters

We are subject to various jurisdictions' environmental laws and regulations. We record a liability where such liability or loss is probable and reasonably estimable. Environmental specialists regularly participate in ongoing evaluations of all known sites and in determining any necessary adjustments to liability estimates.

In addition to environmental claims associated with the Incident, our Consolidated Balance Sheets include liabilities for other environmental exposures of $60 million at December 31, 2023, and $66 million at December 31, 2022, of which $15 million is classified as a current liability at the end of both periods. At December 31, 2023, the liability represents our estimates of the probable cleanup, investigation, and remediation costs based on available information at 81 known locations and projects compared with 85 locations and projects at December 31, 2022. At December 31, 2023, twenty-one sites accounted for $48 million of the liability, and no individual site was considered to be material. We anticipate that most of this liability will be paid out over five years; however, some costs will be paid out over a longer period.

At eight locations, one or more of our subsidiaries in conjunction with a number of other parties have been identified as potentially responsible parties under CERCLA or comparable state statutes that impose joint and several liability for cleanup costs. We calculate our estimated liability for these sites based on facts and legal defenses applicable to each site and not solely on the basis of the potential for joint liability.

As set forth above, with respect to known environmental sites (whether identified by us or by the U.S. EPA or comparable state authorities), estimates of our ultimate potential financial exposure for a given site or in the aggregate for all such sites can change over time because of the widely varying costs of currently available cleanup techniques, unpredictable contaminant recovery and reduction rates associated with available cleanup technologies, the likely development of new cleanup technologies, the difficulty of determining in advance the nature and full extent of contamination and each potential participant's share of any estimated loss (and that participant's ability to bear it), and evolving statutory and regulatory standards governing liability.

The risk of incurring environmental liability for acts and omissions, past, present, and future, is inherent in the railroad business. Some of the commodities we transport, particularly those classified as hazardous materials, pose special risks that we work diligently to reduce. In addition, several of our subsidiaries own, or have owned, land used as operating property, or which is leased and operated by others, or held for sale. Because environmental problems that are latent or undisclosed may exist on these properties, there can be no assurance that we will not incur environmental liabilities or costs with respect to one or more of them, the amount and materiality of which cannot be estimated reliably at this time. Moreover, lawsuits and claims involving these and potentially other

unidentified environmental sites and matters are likely to arise from time to time. The resulting liabilities could have a significant effect on financial position, results of operations, or liquidity in a particular year or quarter.

Based on our assessment of the facts and circumstances now known, we believe we have recorded the probable and reasonably estimable costs for dealing with those environmental matters of which we are aware. Further, we believe that it is unlikely that any known matters, either individually or in the aggregate, will have a material adverse effect on our financial position, results of operations, or liquidity.

Labor Agreements

Approximately 80% of our railroad employees are covered by collective bargaining agreements with various labor unions. Pursuant to the Railway Labor Act, these agreements remain in effect until new agreements are reached, or until the bargaining procedures mandated by the Railway Labor Act are completed. Moratorium provisions in the labor agreements govern when the railroads and unions may propose changes to the agreements. We largely bargain nationally in concert with other major railroads, represented by the National Carriers' Conference Committee.

The latest round of national bargaining concluded in December 2022, when agreements were either ratified or enacted through legislative action for all twelve of our unions. With the conclusion of national bargaining, neither party can compel mandatory bargaining around any new proposals until November 1, 2024.

In addition, we understand the imperative to continue improving quality of life for our craft employees and remain actively engaged with our unions in voluntary local discussions (none of which carry the risk of a work stoppage) on this important issue.

Insurance

We purchase insurance covering legal liabilities for bodily injury and property damage to third parties. Our current liability insurance provides limits for approximately 93% of covered losses above $75 million and below $734 million per occurrence and/or policy year. In addition, we purchase insurance for damage to property owned by us or in our care, custody, or control. Our current property insurance provides limits for approximately 82% of covered losses above $75 million and below $275 million per occurrence and/or policy year.

Insurance coverage with respect to the Incident is subject to certain conditions, including but not limited to our insurers' reservation of rights to further investigate and contest coverage, the express restrictions and sub-limits of coverage, and various policy exclusions, including those for some governmental fines or penalties. Some (re)insurers have disputed certain payments we have made, for example, as part of our effort to respond to, mitigate, and compensate for the impact to the community and affected residents and businesses. We are pursuing coverage with respect to the Incident, and we have recognized $101 million in insurance recoveries in 2023, principally from excess liability (re)insurers.

Purchase Commitments

At December 31, 2023, we had outstanding purchase commitments totaling $1.4 billion through 2053 for locomotive modernizations, long-term technology support and development contracts, track material, and vehicles.

Asset Purchase and Sale Agreement

In November 2022, we entered into an asset purchase and sale agreement with the Board of Trustees of the Cincinnati Southern Railway to purchase approximately 337 miles of railway line that extends from Cincinnati, Ohio to Chattanooga, Tennessee which we currently operate under a lease agreement. The agreement is conditioned upon the following, among other items: (i) approval by the voters of the City of Cincinnati (Cincinnati Voter Approval), which was obtained in November 2023, and (ii) the receipt of regulatory approval from the U.S. Surface

Transportation Board (STB), which occurred in September 2023. In June 2023, we entered into an amended and restated asset purchase and sale agreement which increased the purchase price by $500,000 and clarified the impact of Cincinnati Voter Approval on the closing timeline. Following the June 2023 amendment, the total purchase price for the line and other associated real and personal property included in the transaction is expected to be approximately $1.7 billion. The transaction is scheduled to close on March 15, 2024.

Change-In-Control Arrangements

We have compensation agreements with certain officers and key employees that become operative only upon a change in control of Norfolk Southern, as defined in those agreements. The agreements provide generally for payments based on compensation at the time of a covered individual's involuntary or other specified termination and for certain other benefits.

Indemnifications

In a number of instances, we have agreed to indemnify lenders for additional costs they may bear as a result of certain changes in laws or regulations applicable to their loans. Such changes may include impositions or modifications with respect to taxes, duties, reserves, liquidity, capital adequacy, special deposits, and similar requirements relating to extensions of credit by, deposits with, or the assets or liabilities of such lenders. The nature and timing of changes in laws or regulations applicable to our financings are inherently unpredictable, and therefore our exposure in connection with the foregoing indemnifications cannot be quantified. No liability has been recorded related to these indemnifications.

Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure

Not applicable.

Item 9A. Controls and Procedures

Disclosure Controls and Procedures

Our Chief Executive Officer and Chief Financial Officer, with the assistance of management, evaluated the effectiveness of our disclosure controls and procedures (as such term is defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (Exchange Act)) at December 31, 2023. Based on such evaluation, our officers have concluded that, at December 31, 2023, our disclosure controls and procedures were effective to ensure that information required to be disclosed in our reports under the Exchange Act is recorded, processed, summarized, and reported, within the time period specified in the SEC's rules and forms, and that such information is accumulated and communicated to management, including the Chief Executive Officer and the Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure.

Management's Annual Report on Internal Control Over Financial Reporting

We are responsible for establishing and maintaining adequate internal control over financial reporting. Our internal control over financial reporting includes those policies and procedures that pertain to our ability to record, process, summarize, and report reliable financial data. We recognize that there are inherent limitations in the effectiveness of any internal control over financial reporting, including the possibility of human error and the circumvention or overriding of internal control. Accordingly, even effective internal control over financial reporting can provide only reasonable assurance with respect to financial statement preparation. Further, because of changes in conditions, the effectiveness of internal control over financial reporting may vary over time.

Our Board of Directors, acting through its Audit Committee, is responsible for the oversight of our accounting policies, financial reporting, and internal control. The Audit Committee of our Board of Directors is comprised of outside directors who are independent of management. The independent registered public accounting firm and our internal auditors have full and unlimited access to the Audit Committee, with or without management, to discuss the adequacy of internal control over financial reporting, and any other matters which they believe should be brought to the attention of the Audit Committee.

We have issued a report of our assessment of internal control over financial reporting, and our independent registered public accounting firm has issued an opinion on our internal control over financial reporting at December 31, 2023. These reports appear in Item 8 of this report on Form 10-K.

Changes in Internal Control Over Financial Reporting

During the fourth quarter of 2023, we have not identified any changes in internal control over financial reporting that have materially affected, or are reasonably likely to materially effect, our internal control over financial reporting.

Item 9B. Other Information

Director and Officer Trading Arrangements

None of our directors or officers (as defined in Rule 16a-1(f) of the Exchange Act) adopted or terminated a Rule 10b5-1 trading arrangement or a non-Rule 10b5-1 trading arrangement (as defined in Item 408(c) of Regulation S-K) during the fourth quarter of 2023.

Item 9C. Disclosure Regarding Foreign Jurisdictions that Prevent Inspections

Not applicable.

PART III

NORFOLK SOUTHERN CORPORATION AND SUBSIDIARIES

Item 10. Directors, Executive Officers and Corporate Governance

In accordance with General Instruction G(3), information called for by Part III, Item 10, is incorporated herein by reference to our definitive Proxy Statement for our 2024 Annual Meeting of Stockholders, which definitive Proxy Statement will be filed electronically with the SEC pursuant to Regulation 14A. The information regarding executive officers called for by Item 401 of Regulation S-K is included in Part I hereof beginning under "Information about our Executive Officers."

Item 11. Executive Compensation

In accordance with General Instruction G(3), information called for by Part III, Item 11, is incorporated herein by reference to our definitive Proxy Statement for our 2024 Annual Meeting of Stockholders, which definitive Proxy Statement will be filed electronically with the SEC pursuant to Regulation 14A.

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters

In accordance with General Instruction G(3), information on security ownership of certain beneficial owners and management called for by Part III, Item 12, is incorporated herein by reference to our definitive Proxy Statement for our 2024 Annual Meeting of Stockholders, which definitive Proxy Statement will be filed electronically with the SEC pursuant to Regulation 14A.

Equity Compensation Plan Information (at December 31, 2023)

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants and rights	Weighted-average exercise price of outstanding options, warrants and rights	Number of securities remaining available for future issuance under equity compensation plans [1]
	(a)	(b)	(c)
Equity compensation plans approved by securities holders[2]	1,507,054 [3]	$ 165.30 [5]	7,731,573
Equity compensation plans not approved by securities holders	109,206 [4]	96.35	436,571 [6]
Total	1,616,260		8,168,144

(1) Excludes securities reflected in column (a).
(2) LTIP.
(3) Includes options, RSUs and PSUs granted under LTIP that will be settled in shares of Common Stock.
(4) TSOP.
(5) Calculated without regard to 872,863 outstanding RSUs and PSUs at December 31, 2023.
(6) Reflects shares remaining available for grant under TSOP.

Norfolk Southern Corporation Long-Term Incentive Plan

Established on June 28, 1983, and approved by our stockholders at their Annual Meeting held on May 10, 1984, LTIP was adopted to promote the success of our company by providing an opportunity for non-employee Directors, officers, and other key employees to acquire a proprietary interest in Norfolk Southern Corporation (the Corporation). The Board of Directors amended LTIP on January 23, 2015, which amendment was approved by shareholders on May 14, 2015, to include the reservation for issuance of an additional 8,000,000 shares of authorized but unissued Common Stock.

The amended LTIP adopted a fungible share reserve ratio so that, for awards granted after May 13, 2010, the number of shares remaining for issuance under the amended LTIP will be reduced (i) by 1 for each award granted as an option or stock-settled SAR, or (ii) by 1.61 for an award made in the form other than an option or stock-settled SAR. Any shares of Common Stock subject to options, PSUs, restricted shares, or RSUs which are not issued as Common Stock will again be available for award under LTIP after the expiration or forfeiture of an award.

Non-employee Directors, officers, and other key employees residing in the U.S. or Canada are eligible for selection to receive LTIP awards. Under LTIP, the Committee, or the Corporation's chief executive officer to the extent the Committee delegates award-making authority pursuant to LTIP, may grant incentive stock options, nonqualified stock options, SARs, RSUs, restricted shares, PSUs and performance shares. In addition, dividend equivalent payments may be awarded for options, RSUs and PSUs. Awards under LTIP may be made subject to forfeiture under certain circumstances and the Committee may establish such other terms and conditions for the awards as provided in LTIP.

The option price is at least the higher of (i) the average of the high and low prices at which Common Stock is traded on the date of grant, or (ii) the closing price of Common Stock on the date of the grant. All options are subject to a vesting period of at least one year, and the term of the option will not exceed ten years. LTIP specifically prohibits option repricing without stockholder approval, except that adjustments may be made in the event of changes in our capital structure or Common Stock.

PSUs entitle a recipient to receive performance-based compensation at the end of a three-year cycle based on our performance during that period. For the 2023 PSU awards, corporate performance will be based directly on return on average capital invested, with total return to stockholders and revenue growth serving as modifiers, and will be settled in shares of Common Stock.

RSUs are payable in cash or in shares of Common Stock at the end of a restriction period. During the restriction period, the holder of the RSUs has no beneficial ownership interest in the Common Stock represented by the RSUs and has no right to vote the shares represented by the units or to receive dividends (except for dividend equivalent payment rights that may be awarded with respect to the RSUs). The Committee at its discretion may waive the restriction period, but settlement of any RSUs will occur on the same settlement date as would have applied absent a waiver of restrictions, if no performance goals were imposed. RSUs will be settled in shares of Common Stock.

Norfolk Southern Corporation Thoroughbred Stock Option Plan

Our Board of Directors adopted TSOP on January 26, 1999, to promote the success of our company by providing an opportunity for management employees to acquire a proprietary interest in our company and thereby to provide an additional incentive to management employees to devote their maximum efforts and skills to the advancement, betterment, and prosperity of our company and our stockholders. Under TSOP there were 6,000,000 shares of authorized but unissued Common Stock reserved for issuance. TSOP has not been and is not required to have been approved by our stockholders.

Active full-time management employees residing in the U.S. or Canada are eligible for selection to receive TSOP awards. Under TSOP, the Committee, or the Corporation's chief executive officer to the extent the Committee delegates award-making authority pursuant to TSOP, may grant nonqualified stock options subject to such terms and conditions as provided in TSOP.

The option price may not be less than the average of the high and low prices at which Common Stock is traded on the date of the grant. All options are subject to a vesting period of at least one year, and the term of the option will not exceed ten years. TSOP specifically prohibits repricing without stockholder approval, except for capital adjustments.

Norfolk Southern Corporation Directors' Restricted Stock Plan

The Plan was adopted on January 1, 1994, and was designed to increase ownership of Common Stock by our non-employee Directors so as to further align their ownership interest in our company with that of our stockholders. The Plan has not been and is not required to have been approved by our stockholders.

Effective January 23, 2015, the Board amended the Plan to provide that no additional awards will be made under the Plan. Prior to that amendment, only non-employee Directors who are not and never have been employees of our company were eligible to participate in the Plan. Upon becoming a Director, each eligible Director received a one-time grant of 3,000 restricted shares of Common Stock. No additional shares may be granted under the Plan. No individual member of the Board exercised discretion concerning the eligibility of any Director or the number of shares granted.

The restriction period applicable to restricted shares granted under the Plan begins on the date of the grant and ends on the earlier of the recipient's death or the day after the recipient ceases to be a Director by reason of disability or retirement. During the restriction period, shares may not be sold, pledged, or otherwise encumbered. Directors forfeit the restricted shares if they cease to serve as a Director of our company for reasons other than their disability, retirement, or death.

Item 13. Certain Relationships and Related Transactions, and Director Independence

In accordance with General Instruction G(3), information called for by Part III, Item 13, is incorporated herein by reference to our definitive Proxy Statement for our 2024 Annual Meeting of Stockholders, which definitive Proxy Statement will be filed electronically with the SEC pursuant to Regulation 14A.

Item 14. Principal Accountant Fees and Services

Our independent registered public accounting firm is KPMG LLP, Atlanta, GA, Auditor Firm ID: 185.

In accordance with General Instruction G(3), information called for by Part III, Item 14, is incorporated herein by reference to our definitive Proxy Statement for our 2024 Annual Meeting of Stockholders, which definitive Proxy Statement will be filed electronically with the SEC pursuant to Regulation 14A.

PART IV

NORFOLK SOUTHERN CORPORATION AND SUBSIDIARIES

Item 15. Exhibits and Financial Statement Schedules

Exhibit Number	Description
2.1	Distribution Agreement, dated as of July 26, 2004, by and among CSX Corporation, CSX Transportation, Inc., CSX Rail Holding Corporation, CSX Northeast Holdings Corporation, Norfolk Southern Corporation, Norfolk Southern Railway Company, CRR Holdings LLC, Green Acquisition Corp., Conrail Inc., Consolidated Rail Corporation, New York Central Lines LLC, Pennsylvania Lines LLC, NYC Newco, Inc., and PRR Newco, Inc., is incorporated by reference to Exhibit 2.1 to Norfolk Southern Corporation's Form 8-K filed on September 2, 2004. (SEC File No. 001-08339)
3	Articles of Incorporation and Bylaws –
(i)(a)	The Restated Articles of Incorporation of Norfolk Southern Corporation are incorporated by reference to Exhibit 3(i) to Norfolk Southern Corporation's 10-K filed on March 5, 2001. (SEC File No. 001-08339)
(i)(b)	An amendment to the Articles of Incorporation of Norfolk Southern Corporation is incorporated by reference to Exhibit 3(i) to Norfolk Southern Corporation's Form 8-K filed on May 18, 2010. (SEC File No. 001-08339)
(i)(c)	An amendment to the Articles of Incorporation of Norfolk Southern Corporation is incorporated by reference to Exhibit 3(i) to Norfolk Southern Corporation's Form 10-Q filed on July 29, 2020. (SEC File No. 001-08339)
(ii)	The Bylaws of Norfolk Southern Corporation, as amended July 25, 2023, are incorporated by reference to Exhibit 3(ii) to the Registrant's Form 8-K filed on July 27, 2023. (SEC File No. 001-08339)

4 Instruments Defining the Rights of Security Holders, Including Indentures:

(a) Indenture, dated as of January 15, 1991, from Norfolk Southern Corporation to First Trust of New York, National Association, as Trustee, is incorporated by reference to Exhibit 4.1 to Norfolk Southern Corporation's Registration Statement on Form S-3 (No. 33-38595).

(b) First Supplemental Indenture, dated May 19, 1997, between Norfolk Southern Corporation and First Trust of New York, National Association, as Trustee, related to the issuance of notes in the principal amount of $4.3 billion, is incorporated by reference to Exhibit 1.1(d) to Norfolk Southern Corporation's Form 8-K filed on May 21, 1997. (SEC File No. 001-08339)

(c) Fourth Supplemental Indenture, dated as of February 6, 2001, between Norfolk Southern Corporation and U.S. Bank Trust National Association, as Trustee, related to the issuance of notes in the principal amount of $1 billion, is incorporated by reference to Exhibit 4.1 to Norfolk Southern Corporation's Form 8-K filed on February 7, 2001. (SEC File No. 001-08339)

(d) Indenture, dated August 27, 2004, among PRR Newco, Inc., as Issuer, and Norfolk Southern Railway Company, as Guarantor, and The Bank of New York, as Trustee, is incorporated by reference to Exhibit 4(1) to Norfolk Southern Corporation's Form 10-Q filed on October 28, 2004. (SEC File No. 001-08339)

(e) First Supplemental Indenture, dated August 27, 2004, among PRR Newco, Inc., as Issuer, and Norfolk Southern Railway Company, as Guarantor, and The Bank of New York, as Trustee, related to the issuance of notes in the principal amount of approximately $451.8 million, is incorporated by reference to Exhibit 4(m) to Norfolk Southern Corporation's Form 10-Q filed on October 28, 2004. (SEC File No. 001-08339)

(f) Ninth Supplemental Indenture, dated as of March 11, 2005, between Norfolk Southern Corporation and U.S. Bank Trust National Association, as Trustee, related to the issuance of notes in the principal amount of $300 million, is incorporated by reference to Exhibit 4.1 to Norfolk Southern Corporation's Form 8-K filed on March 15, 2005. (SEC File No. 001-08339)

(g) Tenth Supplemental Indenture, dated as of May 17, 2005, between Norfolk Southern Corporation and U.S. Bank Trust National Association, as Trustee, related to the issuance of notes in the principal amount of $366.6 million, is incorporated by reference to Exhibit 99.1 to Norfolk Southern Corporation's Form 8-K filed on May 18, 2005. (SEC File No. 001-08339)

(h) Eleventh Supplemental Indenture, dated as of May 17, 2005, between Norfolk Southern Corporation and U.S. Bank Trust National Association, as Trustee, related to the issuance of notes in the principal amount of $350 million, is incorporated by reference to Exhibit 99.2 to Norfolk Southern Corporation's Form 8-K filed on May 18, 2005. (SEC File No. 001-08339)

(i) Twelfth Supplemental Indenture, dated as of August 26, 2010, between Norfolk Southern Corporation and U.S. Bank Trust National Association, as Trustee, related to the issuance of notes in the principal amount of $250 million, is incorporated by reference to Exhibit 4.2 to Norfolk Southern Corporation's Form 8-K filed on August 26, 2010. (SEC File No. 001-08339)

(j) Indenture, dated as of June 1, 2009, between Norfolk Southern Corporation and U.S. Bank Trust National Association, as Trustee, is incorporated by reference to Exhibit 4.1 to Norfolk Southern Corporation's Form 8-K filed on June 1, 2009. (SEC File No. 001-08339)

(k) Second Supplemental Indenture, dated as of May 23, 2011, between the Registrant and U.S. Bank Trust National Association, as Trustee, related to the issuance of notes in the principal amount of $400 million, is incorporated by reference to Exhibit 4.1 to Norfolk Southern Corporation's Form 8-K filed on May 23, 2011. (SEC File No. 001-08339)

(l) Indenture, dated as of September 14, 2011, between the Registrant and U.S. Bank Trust National Association, as Trustee, related to the issuance of notes in the principal amount of $595,504,000, is incorporated by reference to Exhibit 4.1 to Norfolk Southern Corporation's Form 8-K filed on September 15, 2011. (SEC File No. 001-08339)

(m) Third Supplemental Indenture, dated as of September 14, 2011, between the Registrant and U.S. Bank Trust National Association, as Trustee, related to the issuance of notes in the principal amount of $4,492,000, is incorporated by reference to Exhibit 4.2 to Norfolk Southern Corporation's Form 8-K filed on September 15, 2011. (SEC File No. 001-08339)

(n) Fourth Supplemental Indenture, dated as of November 17, 2011, between the Registrant and U.S. Bank Trust National Association, as Trustee, related to the issuance of two series of notes, one in the principal amount of $500 million and one in the principal amount of $100 million, is incorporated by reference to Exhibit 4.1 to Norfolk Southern Corporation's Form 8-K filed on November 17, 2011. (SEC File No. 001-08339)

(o) Indenture, dated as of March 15, 2012, between the Registrant and U.S. Bank Trust National Association, as Trustee, is incorporated by reference to Exhibit 4.1 to Norfolk Southern Corporation's Form 8-K filed on March 15, 2012. (SEC File No. 001-08339)

(p) Second Supplemental Indenture, dated as of September 7, 2012, between the Registrant and U.S. Bank Trust National Association, as Trustee, is incorporated by reference to Exhibit 4.1 to Norfolk Southern Corporation's Form 8-K filed on September 7, 2012. (SEC File No. 001-08339)

(q) Third Supplemental Indenture, dated as of August 13, 2013, between the Registrant and U.S. Bank Trust National Association, as Trustee, related to the issuance of notes in the principal amount of $500,000,000, is incorporated by reference to Exhibit 4.1 to Norfolk Southern Corporation's Form 8-K filed on August 13, 2013. (SEC File No. 001-08339)

(r) Indenture, dated as of June 2, 2015, between Registrant and U.S. Bank National Association, as Trustee, is incorporated by reference to Exhibit 4.1 to Norfolk Southern Corporation's Form 8-K filed on June 2, 2015. (SEC File No. 001-08339)

(s) First Supplemental Indenture, dated as of June 2, 2015, between the Registrant and U.S. Bank National Association, as Trustee, is incorporated by reference to Exhibit 4.2 to Norfolk Southern Corporation's Form 8-K filed on June 2, 2015. (SEC File No. 001-08339)

(t) Second Supplemental Indenture, dated as of November 3, 2015, between the Registrant and U.S. Bank National Association, as Trustee, is incorporated by reference to Exhibit 4.1 to Norfolk Southern Corporation's Form 8-K filed on November 3, 2015. (SEC File No. 001-08339)

(u) Third Supplemental Indenture, dated as of June 3, 2016, between the Registrant and U.S. Bank National Association, as Trustee, is incorporated by reference to Exhibit 4.1 to Norfolk Southern Corporation's Form 8-K filed on June 3, 2016. (SEC File No. 001-08339)

(v) Fourth Supplemental Indenture, dated as of May 31, 2017, between the Registrant and U.S. Bank National Association, as Trustee, is incorporated by reference to Exhibit 4.1 to the Corporation's Form 8-K filed May 31, 2017. (SEC File No. 001-08339)

(w) Indenture, dated as of August 15, 2017, between the Registrant and U.S. Bank National Association, as Trustee, is incorporated by reference herein to Exhibit 4.1 to Norfolk Southern Corporation's Form 8-K filed August 15, 2017. (SEC File No. 001-08339)

(x) Indenture, dated as of February 28, 2018 between the Registrant and U.S. Bank National Association, as Trustee. The Indenture is incorporated by reference herein to Exhibit 4.1 to Norfolk Southern Corporation's Form 8-K filed February 28, 2018. (SEC File No. 001-08339)

(y) First Supplemental Indenture, dated as of February 28, 2018, between the Registrant and U.S. Bank National Association, as Trustee. The Indenture is incorporated by reference herein to Exhibit 4.2 to Norfolk Southern Corporation's Form 8-K filed February 28, 2018. (SEC File No. 001-08339)

(z) Second Supplemental Indenture, dated as of August 2, 2018, between the Registrant and U.S. Bank National Association, as Trustee. The Indenture is incorporated by reference herein to Exhibit 4.1 to Norfolk Southern Corporation's Form 8-K filed August 2, 2018. (SEC File No. 001-08339)

(aa) Third Supplemental Indenture, dated as of May 8, 2019, between the Registrant and U.S. Bank National Association, as Trustee, is incorporated by reference to Exhibit 4.1 to the Registrant's Form 8-K filed on May 8, 2019 (SEC File No. 001-08339).

(bb) Fourth Supplemental Indenture, dated as of November 4, 2019, between the Registrant and U.S. Bank National Association, as Trustee, is incorporated by reference to Exhibit 4.1 to the Registrant's Form 8-K filed on November 4, 2019. (SEC File No. 001-08339)

(cc) Description of the Registrant's Common Stock Registered Under Section 12 of the Securities Exchange Act of 1934, is incorporated by reference to Exhibit 4(hh) to Norfolk Southern Corporation's Form 10-K filed on February 6, 2020. (SEC File No. 001-08339)

(dd)	Fifth Supplemental Indenture, dated as of May 11, 2020, between the Registrant and U.S. Bank National Association, as Trustee, is incorporated by reference to Exhibit 4.1 to the Registrant's Form 8-K filed on May 11, 2020. (SEC File No. 001-08339)
(ee)	Indenture dated as of May 15, 2020, between the Registrant and U.S. Bank National Association, as Trustee is incorporated by reference to Exhibit 4.1 to the Registrant's Form 8-K filed on May 15, 2020. (SEC File No. 001-08339)
(ff)	Sixth Supplemental Indenture, dated as of May 12, 2021, between the Registrant and U.S. Bank National Association, as Trustee, is incorporated by reference to Exhibit 4.2 to the Registrant's Form 8-K filed on May 12, 2021. (SEC File No. 001-08339)
(gg)	Seventh Supplemental Indenture, dated as of August 25, 2021, between the Registrant and U.S. Bank National Association, as trustee, is incorporated by reference to Exhibit 4.1 to the Registrant's Form 8-K filed on August 25, 2021. (SEC File No. 001-08339)
(hh)	Eighth Supplemental Indenture, dated as of February 25, 2022, between the Registrant and U.S. Bank Trust Company, National Association (as successor to U.S. Bank National Association), as trustee, is incorporated by reference to Exhibit 4.1 of the Registrant's Form 8-K filed on February 25, 2022. (SEC File No. 001-08339)
(ii)	Ninth Supplemental Indenture, dated June 13, 2022, between the Registrant and U.S. Bank Trust Company, National Association (as successor to U.S. Bank National Association), as trustee, is incorporated by reference to Exhibit 4.1 of the Registrant's Form 8-K filed on June 15, 2022. (SEC File No. 001-08339).
(jj)	Tenth Supplemental Indenture, dated as of February 2, 2023, between the Registrant and U.S. Bank Trust Company, National Association (as successor to U.S. Bank National Association), as trustee, is incorporated by reference to Exhibit 4.1 of the Registrant's Current Report on Form 8-K filed on February 2, 2023. (SEC File No. 001-08339)
(kk)	Eleventh Supplemental Indenture, dated as of August 2, 2023, between the Registrant and U.S. Bank Trust Company, National Association (as successor to U.S. Bank National Association), as trustee is incorporated by reference to Exhibit 4.1 of the Registrant's Current Report on Form 8-K filed on August 2, 2023. (SEC File No. 001-08339)
(ll)	Twelfth Supplemental Indenture, dated as of November 22, 2023, between the Registrant and U.S. Bank Trust Company, National Association (as successor to U.S. Bank National Association), as trustee is incorporated by reference to Exhibit 4.1 of the Registrant's Current Report on Form 8-K filed on November 22, 2023. (SEC File No. 001-08339)
	In accordance with Item 601(b)(4)(iii) of Regulation S-K, copies of other instruments of Norfolk Southern Corporation and its subsidiaries with respect to the rights of holders of long-term debt are not filed herewith, or incorporated by reference, but will be furnished to the Commission upon request.
10	Material Contracts -
(a)	The Transaction Agreement, dated as of June 10, 1997, by and among CSX and CSX Transportation, Inc., Registrant, Norfolk Southern Railway Company, Conrail Inc., Consolidated Rail Corporation, and CRR Holdings LLC, with certain schedules thereto, previously filed, is incorporated by reference to Exhibit 10(a) to Norfolk Southern Corporation's Form 10-K filed on February 24, 2003. (SEC File No. 001-08339)
(b)	Amendment No. 1 dated as of August 22, 1998, to the Transaction Agreement, dated as of June 10, 1997, by and among CSX Corporation, CSX Transportation, Inc., Norfolk Southern Corporation, Norfolk Southern Railway Company, Conrail, Inc., Consolidated Rail Corporation, and CRR Holdings LLC, is incorporated by reference from Exhibit 10.1 to Norfolk Southern Corporation's Form 10-Q filed on August 11, 1999. (SEC File No. 001-08339)
(c)	Amendment No. 2 dated as of June 1, 1999, to the Transaction Agreement, dated June 10, 1997, by and among CSX Corporation, CSX Transportation, Inc., Norfolk Southern Corporation, Norfolk Southern Railway Company, Conrail, Inc., Consolidated Rail Corporation, and CRR Holdings LLC, is incorporated by reference from Exhibit 10.2 to Norfolk Southern Corporation's Form 10-Q filed on August 11, 1999. (SEC File No. 001-08339)

(d) Amendment No. 3 dated as of June 1, 1999, and executed in April 2004, to the Transaction Agreement, dated June 10, 1997, by and among CSX Corporation, CSX Transportation, Inc., Norfolk Southern Corporation, Norfolk Southern Railway Company, Conrail, Inc., Consolidated Rail Corporation, and CRR Holdings LLC, is incorporated by reference from Exhibit 10(dd) to Norfolk Southern Corporation's Form 10-Q filed on July 30, 2004. (SEC File No. 001-08339)

(e) Amendment No. 5 to the Transaction Agreement, dated as of August 27, 2004, by and among CSX Corporation, CSX Transportation, Inc., Norfolk Southern Corporation, Norfolk Southern Railway Company, Conrail, Inc., Consolidated Rail Corporation, and CRR Holdings LLC, is incorporated by reference to Exhibit 10.1 to Norfolk Southern Corporation's Form 8-K filed on September 2, 2004. (SEC File No. 001-08339)

(f) Amendment No. 6 dated as of April 1, 2007, to the Transaction Agreement, dated June 10, 1997, by and among CSX Corporation, CSX Transportation, Inc., Norfolk Southern Railway Company, Conrail, Inc., Consolidated Rail Corporation, and CRR Holdings LLC, is incorporated by reference to Exhibit 10.5 to Norfolk Southern Corporation's Form 10-Q filed on July 27, 2007. (SEC File No. 001-08339)

(g) Shared Assets Area Operating Agreement for North Jersey, dated as of June 1, 1999, by and among Consolidated Rail Corporation, CSX Transportation, Inc., and Norfolk Southern Railway Company, with exhibit thereto, is incorporated by reference from Exhibit 10.4 to Norfolk Southern Corporation's Form 10-Q filed on August 11, 1999. (SEC File No. 001-08339)

(h) Shared Assets Area Operating Agreement for Detroit, dated as of June 1, 1999, by and among Consolidated Rail Corporation, CSX Transportation, Inc., and Norfolk Southern Railway Company, with exhibit thereto, is incorporated by reference from Exhibit 10.6 to Norfolk Southern Corporation's Form 10-Q filed on August 11, 1999. (SEC File No. 001-08339)

(i) Shared Assets Area Operating Agreement for South Jersey/Philadelphia, dated as of June 1, 1999, by and among Consolidated Rail Corporation, CSX Transportation, Inc., and Norfolk Southern Railway Company, with exhibit thereto, is incorporated by reference from Exhibit 10.5 to Norfolk Southern Corporation's Form 10-Q filed on August 11, 1999. (SEC File No. 001-08339)

(j) Amendment No. 1, dated as of June 1, 2000, to the Shared Assets Area Operating Agreements for North Jersey, South Jersey/Philadelphia, and Detroit, dated as of June 1, 1999, by and among Consolidated Rail Corporation, CSX Transportation, Inc., and Norfolk Southern Railway Company, with exhibits thereto, is incorporated by reference to Exhibit 10(h) to Norfolk Southern Corporation's Form 10-K filed on March 5, 2001. (SEC File No. 001-08339)

(k) Amendment No. 2, dated as of January 1, 2001, to the Shared Assets Area Operating Agreements for North Jersey, South Jersey/Philadelphia, and Detroit, dated as of June 1, 1999, by and among Consolidated Rail Corporation, CSX Transportation, Inc., and Norfolk Southern Railway Company, with exhibits thereto, is incorporated by reference to Exhibit 10(j) to Norfolk Southern Corporation's Form 10-K filed on February 21, 2002. (SEC File No. 001-08339)

(l) Amendment No. 3, dated as of June 1, 2001, and executed in May of 2002, to the Shared Assets Area Operating Agreements for North Jersey, South Jersey/Philadelphia, and Detroit, dated as of June 1, 1999, by and among Consolidated Rail Corporation, CSX Transportation, Inc., and Norfolk Southern Railway Company, with exhibits thereto, is incorporated by reference to Exhibit 10(k) to Norfolk Southern Corporation's Form 10-K filed on February 24, 2003. (SEC File No. 001-08339)

(m) Amendment No. 4, dated as of June 1, 2005, and executed in late June 2005, to the Shared Assets Area Operating Agreements for North Jersey, South Jersey/Philadelphia, and Detroit, dated as of June 1, 1999, by and among Consolidated Rail Corporation, CSX Transportation, Inc., and Norfolk Southern Railway Company, with exhibits thereto, is incorporated by reference to Exhibit 99 to Norfolk Southern Corporation's Form 8-K filed on July 1, 2005. (SEC File No. 001-08339)

(n) Monongahela Usage Agreement, dated as of June 1, 1999, by and among CSX Transportation, Inc., Norfolk Southern Railway Company, Pennsylvania Lines LLC, and New York Central Lines LLC, with exhibit thereto, is incorporated by reference from -Exhibit 10.7 to Norfolk Southern Corporation's Form 10-Q filed on August 11, 1999. (SEC File No. 001-08339)

(o) The Agreement, entered into as of July 27, 1999, between North Carolina Railroad Company and Norfolk Southern Railway Company, is incorporated by reference from Exhibit 10(i) to Norfolk Southern Corporation's Form 10-K filed on March 6, 2000. (SEC File No. 001-08339)

(p)	Second Amendment, dated December 28, 2009, to the Master Agreement dated July 27, 1999, by and between North Carolina Railroad Company and Norfolk Southern Railway Company, is incorporated by reference to Exhibit 10(q) to Norfolk Southern Corporation's Form 10-K filed on February 17, 2010 (Exhibits, annexes and schedules omitted. The Registrant will furnish supplementary copies of such materials to the SEC upon request). (SEC File No. 001-08339)
(q)	The Supplementary Agreement, entered into as of January 1, 1987, between the Trustees of the Cincinnati Southern Railway and The Cincinnati, New Orleans and Texas Pacific Railway Company (the latter a wholly owned subsidiary of Norfolk Southern Railway Company) – extending and amending a Lease, dated as of October 11, 1881 – is incorporated by reference to Exhibit 10(k) to Norfolk Southern Corporation's Form 10-K filed on March 5, 2001. (SEC File No. 001-08339)
(r)*,**	Norfolk Southern Corporation Executive Management Incentive Plan, as approved by shareholders May 14, 2015, and as amended effective March 27, 2018, November 17, 2020, and November 17, 2023.
(s)*	The Norfolk Southern Corporation Directors' Restricted Stock Plan, adopted January 1, 1994, and amended and restated effective as of January 23, 2015, is incorporated by reference to Exhibit 10.1 to Norfolk Southern Corporation's Form 10-Q filed on October 25, 2017. (SEC File No. 001-08339)
(t)*,**	Supplemental Benefit Plan of Norfolk Southern Corporation and Participating Subsidiary Companies, adopted June 1, 1982, as amended and restated effective as of December 31, 2023.
(u)*	The Norfolk Southern Corporation Directors' Charitable Award Program, as amended effective July 2007, is incorporated by reference to Exhibit 10.6 to Norfolk Southern Corporation's Form 10-Q filed on July 27, 2007. (SEC File No. 001-08339)
(v)	The Norfolk Southern Corporation Thoroughbred Stock Option Plan, as amended effective July 22, 2013, is incorporated by reference to Exhibit 10.2 to Norfolk Southern Corporation's Form 10-Q filed on July 24, 2013. (SEC File No. 001-08339)
(w)*	The Norfolk Southern Corporation Executive Life Insurance Plan, as amended and restated effective November 30, 2022 and executed as of February 21, 2023, is incorporated by reference to Exhibit 10.1 to Norfolk Southern Corporation's Form 10-Q filed on April 26, 2023. (SEC File No. 001-08339)
(x)*,**	The Norfolk Southern Corporation Long-Term Incentive Plan, as approved by shareholders May 14, 2015, and as amended July 29, 2016, November 29, 2016, November 28, 2017, November 27, 2018, and November 19, 2019, November 17, 2023, and December 20, 2023.
(y)	Amended and Restated Transfer and Administration Agreement dated as of May 28, 2021 is incorporated by reference to Exhibit 10.1 on Norfolk Southern Corporation's Form 8-K filed on May 28, 2021. (SEC File No. 001-08339)
(z)	Amendment No. 1 dated as of May 27, 2022, to the Amended and Restated Transfer and Administration Agreement, dated as of May 28, 2021 is incorporated by reference to Exhibit 10.1 on Norfolk Southern Corporation's Form 10-Q filed on October 26, 2022. (SEC File No. 001-08339)
(aa)	Amendment No. 2 dated as of June 30, 2022, to the Amended and Restated Transfer and Administration Agreement, dated as of May 28, 2021 is incorporated by reference to Exhibit 10.2 on Norfolk Southern Corporation's Form 10-Q filed on October 26, 2022. (SEC File No. 001-08339)
(bb)	Commitment Termination Date Extension Request effective as of May 26, 2023 to the Amended and Restated Transfer and Administrative Agreement dated as of May 28, 2021 is incorporated by reference to Exhibit 10.2 on the Registrant's Form 10-Q filed on July 27, 2023. (SEC File No. 001-08339)
(cc)	Asset Purchase and Sale Agreement dated November 21, 2022, by and among the Registrant as purchaser, the Cincinnati, New Orleans and Texas Pacific Railway Company, and the Board of Trustees of the Cincinnati Southern Railway as seller is incorporated by reference to Exhibit 2.1 on Norfolk Southern Corporation's Form 8-K filed on November 21, 2022. (SEC File No. 001-08339)

(dd)	First Amended and Restated Asset Purchase and Sale Agreement dated as of June 28, 2023 between Board of Trustees of the Cincinnati Southern Railway, Norfolk Southern Railway Company and The Cincinnati, New Orleans and Texas Pacific Railway Company is incorporated by reference to Exhibit 10.3 on the Registrant's Form 10-Q filed on July 27, 2023. (SEC File No. 001-08339)
(ee)*	Directors' Deferred Fee Plan of Norfolk Southern Corporation, adopted June 1, 1982 and as amended and restated effective December 1, 2019, is incorporated by referenced to Exhibit 10(xx) to Norfolk Southern Corporation's Form 10-K filed on February 6, 2020. (SEC File No. 001-08339)
(ff)*	Norfolk Southern Corporation Executives' Deferred Compensation Plan, as amended and restated effective January 1, 2019, is incorporated by reference to Exhibit 10(ww) to Norfolk Southern Corporation's Form 10-K filed on February 8, 2019. (SEC File No. 001-08339)
(gg)*	Form of Norfolk Southern Corporation Long-Term Incentive Plan, Award Agreement for Outside Directors for Restricted Stock Units and deferral election form as approved by the Human Capital Management and Compensation Committee on November 18, 2021, is incorporated by reference to Exhibit 10(cc) to Norfolk Southern Corporation's Form 10-K filed on February 4, 2022. (SEC File No. 001-08339)
(hh)*,**	Form of Norfolk Southern Corporation Long-Term Incentive Plan, Award Agreement for Non-Qualified Stock Options approved by the Human Capital Management and Compensation Committee on November 16, 2023.
(ii)*,**	Form of Norfolk Southern Corporation Long-Term Incentive Plan, Award Agreement for Restricted Stock Units approved by the Human Capital Management and Compensation Committee on November 16, 2023.
(jj)*,**	Form of Norfolk Southern Corporation Long-Term Incentive Plan, Award Agreement for Performance Share Units approved by the Human Capital Management and Compensation Committee on January 22, 2024.
(kk)*	Form of Change in Control Agreement between Norfolk Southern Corporation and executive officers who entered into a change in control agreement after 2015 is incorporated by reference to Exhibit 10.2 to Norfolk Southern Corporation's Form 10-Q filed on July 29, 2020. (SEC File No. 001-08339)
(ll)	Amended and Restated Credit Agreement dated as of January 26, 2024, establishing a 5-year, $800 million unsecured revolving credit facility of the Registrant, is incorporated by reference to Exhibit 10.1 to Norfolk Southern Corporation's Form 8-K filed on January 26, 2024. (SEC File No. 001-08339)
(mm)*	Offer Letter for Mark R. George, dated August 26, 2019, is incorporated by reference to Exhibit 99.1 to Norfolk Southern Corporation's Form 8-K filed on August 28, 2019. (SEC File No. 001-08339)
(nn)*	Norfolk Southern Corporation Long-Term Incentive Plan Inducement Award Agreement for Performance-Based Restricted Stock Units is incorporated by reference to Exhibit 99.2 to Norfolk Southern Corporation's Form 8-K filed on August 28, 2019. (SEC File No. 001-08339)
(oo)*	Norfolk Southern Corporation Long-Term Incentive Plan Inducement Award Agreement for Restricted Stock Units is incorporated by reference to Exhibit 99.3 to Norfolk Southern Corporation's Form 8-K filed on August 28, 2019. (SEC File No. 001-08339)
(pp)*	Norfolk Southern Corporation Long-Term Incentive Plan Inducement Award Agreement for Non-Qualified Stock Options is incorporated by reference to Exhibit 99.4 to Norfolk Southern Corporation's Form 8-K filed on August 28, 2019. (SEC File No. 001-08339)
(qq)	A Lease Agreement, dated March 1, 2019, between NSRC and BA Leasing BSC, LLC. This Agreement is incorporated by reference herein to Exhibit 10.2 to Norfolk Southern Corporation's Form 8-K filed March 5, 2019. (SEC File No. 001-08339)
(rr)	A Participation Agreement, dated March 1, 2019, between NSRC, BA Leasing BSC, LLC, Bank of America, N.A. as Administrative Agent, and each of the Rent Assignees listed on Schedule II thereto. This Agreement is incorporated by reference herein to Exhibit 10.3 to Norfolk Southern Corporation's Form 8-K filed March 5, 2019. (SEC File No. 001-08339)

(ss)	Guaranty of NSRC's obligations under the Participation Agreement, Construction Agency Agreement, Lease Agreement and related documents by Norfolk Southern Corporation. This Agreement is incorporated by reference herein to Exhibit 10.4 to Norfolk Southern Corporation's Form 8-K filed March 5, 2019. (SEC File No. 001-08339)
(tt)	Consent and First Omnibus Amendment dated May 14, 2021 between NSRC, BA Leasing, BSC, LLC, Bank of America, N.A as Administrative Agent, and each of the Rent Assignees (the Registrant will furnish supplementally to the Securities and Exchange Commission upon request, a copy of any omitted exhibit or schedule). (SEC File No. 001-08339)
(uu)	Consent and Second Omnibus Amendment dated September 10, 2021 between NSRC, BA Leasing, BSC, LLC, Bank of America, N.A as Administrative Agent, and each of the Rent Assignees (the Registrant will furnish supplementally to the Securities and Exchange Commission upon request, a copy of any omitted exhibit or schedule). (SEC File No. 001-08339)
(vv)	Third Omnibus Amendment Agreement dated January 23, 2023 between NSRC, BA Leasing, BSC, LLC, Bank of America, N.A as Administrative Agent, and each of the Rent Assignees is incorporated by reference herein to Exhibit 10.2 to the Registrant's Form 10-Q files on April 26, 2023. (SEC File No. 001-08339)
(ww)*	Norfolk Southern Executive Severance Plan as adopted on May 14, 2020, and as amended July 28, 2020, and November 17, 2022, is incorporated by reference herein to Exhibit 10.1 to Norfolk Southern Corporation's Form 8-K filed on November 21, 2022. (SEC File No. 001-08339)
(xx)	Term Loan Credit Agreement dated as of January 26, 2024, establishing a $1,000 million unsecured delayed draw term loan credit facility of the Registrant, is incorporated by reference to Exhibit 10.2 to Norfolk Southern Corporation's Form 8-K filed on January 26, 2024. (SEC File No. 001-08339)
21**	Subsidiaries of the Registrant.
23**	Consent of Independent Registered Public Accounting Firm.
31-A**	Rule 13a-14(a)/15d-014(a) CEO Certification.
31-B**	Rule 13a-14(a)/15d-014(a) CFO Certification.
32**	Section 1350 Certifications.
97*,**	Norfolk Southern Corporation Incentive-Based Compensation Recovery Policy as adopted by Human Capital Management and Compensation Committee on November 17, 2023.
101**	The following financial information from Norfolk Southern Corporation's Annual Report on Form 10-K for the year ended December 31, 2023, formatted in Inline Extensible Business Reporting Language (iXBRL) includes: (i) the Consolidated Statements of Income for each of the years ended December 31, 2023, 2022, and 2021; (ii) the Consolidated Statements of Comprehensive Income for each of the years ended December 31, 2023, 2022, and 2021; (iii) the Consolidated Balance Sheets at December 31, 2023 and 2022; (iv) the Consolidated Statements of Cash Flows for each of the years ended December 31, 2023, 2022, and 2021; (v) the Consolidated Statements of Changes in Stockholders' Equity for each of the years ended December 31, 2023, 2022, and 2021; and (vi) the Notes to Consolidated Financial Statements.
104**	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101).

** Management contract or compensatory arrangement.*

*** Filed herewith.*

(B) Exhibits.

The Exhibits required by Item 601 of Regulation S-K as listed in Item 15(A)3 are filed herewith or incorporated by reference.

(C) Financial Statement Schedules.

Financial statement schedules and separate financial statements specified by this Item are included in Item 15(A)2 or are otherwise not required or are not applicable.

Exhibits 23, 31, and 32 are included in copies assembled for public dissemination. All exhibits are included in the 2023 Form 10-K posted on our website at www.norfolksouthern.com under "Investors" "Financial Reports" and "SEC Filings" or you may request copies by writing to:

Office of Corporate Secretary
Norfolk Southern Corporation
650 West Peachtree Street NW
Atlanta, Georgia 30308-1925

Item 16. Form 10-K Summary

Not applicable.

POWER OF ATTORNEY

Each person whose signature appears on the next page under SIGNATURES hereby authorizes Nabanita C. Nag and Mark R. George, or any one of them, to execute in the name of each such person, and to file, any amendments to this report, and hereby appoints Nabanita C. Nag and Mark R. George, or any one of them, as attorneys-in-fact to sign on her or his behalf, individually and in each capacity stated below, and to file, any and all amendments to this report.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, Norfolk Southern Corporation has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized, on this 5th day of February, 2024.

/s/ Alan H. Shaw

By: Alan H. Shaw
(President and Chief Executive Officer)

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below on this 5th day of February, 2024, by the following persons on behalf of Norfolk Southern Corporation and in the capacities indicated.

Signature	**Title**
/s/ Alan H. Shaw (Alan H. Shaw)	President and Chief Executive Officer (Principal Executive Officer)
/s/ Mark R. George (Mark R. George)	Executive Vice President and Chief Financial Officer (Principal Financial Officer)
/s/ Claiborne L. Moore (Claiborne L. Moore)	Vice President and Controller (Principal Accounting Officer)
/s/ Amy E. Miles (Amy E. Miles)	Independent Chair and Director
/s/ Thomas D. Bell, Jr. (Thomas D. Bell, Jr.)	Director
/s/ Mitchell E. Daniels, Jr. (Mitchell E. Daniels, Jr.)	Director
/s/ Philip S. Davidson (Philip S. Davidson)	Director
/s/ Francesca A. DeBiase (Francesca A. DeBiase)	Director
/s/ Marcela E. Donadio (Marcela E. Donadio)	Director
/s/ John C. Huffard, Jr. (John C. Huffard, Jr.)	Director
/s/ Christopher T. Jones (Christopher T. Jones)	Director
/s/ Thomas C. Kelleher (Thomas C. Kelleher)	Director
/s/ Steven F. Leer (Steven F. Leer)	Director
/s/ Michael D. Lockhart (Michael D. Lockhart)	Director
/s/ Claude Mongeau (Claude Mongeau)	Director
/s/ Jennifer F. Scanlon (Jennifer F. Scanlon)	Director
/s/ John R. Thompson (John R. Thompson)	Director

Norfolk Southern Corporation and Subsidiaries
Valuation and Qualifying Accounts
Years ended December 31, 2023, 2022, and 2021
($ in millions)

	Beginning Balance	Additions charged to: Expenses	Additions charged to: Other Accounts	Deductions	Ending Balance
Year ended December 31, 2023					
Current portion of casualty and other claims included in accounts payable	$ 170	$ 51	$ 84 [2]	$ (119) [3]	$ 186
Casualty and other claims included in other liabilities	218	153 [1]	—	(150) [4]	221
Year ended December 31, 2022					
Current portion of casualty and other claims included in accounts payable	$ 166	$ 43	$ 88 [2]	$ 127 [3]	$ 170
Casualty and other claims included in other liabilities	170	147 [1]	—	99 [4]	218
Year ended December 31, 2021					
Current portion of casualty and other claims included in accounts payable	$ 182	$ 20	$ 80 [2]	$ 116 [3]	$ 166
Casualty and other claims included in other liabilities	169	77 [1]	—	76 [4]	170

(1) Includes adjustments for changes in estimates for prior years' claims.
(2) Includes revenue refunds and overcharges provided through deductions from operating revenues and transfers from other accounts.
(3) Payments and reclassifications to/from accounts payable.
(4) Payments and reclassifications to/from other liabilities.

STOCKHOLDER INFORMATION

FINANCIAL INQUIRIES

Mark R. George
Executive Vice President
& Chief Financial Officer

Norfolk Southern Corporation
650 W. Peachtree St. NW
Atlanta, GA 30308
470.463.4833

INVESTOR INQUIRIES

Luke Nichols
Senior Director Investor
Relations

Norfolk Southern Corporation
650 W. Peachtree St. NW
Atlanta, GA 30308
470.867.4807

CORPORATE OFFICE

Norfolk Southern Corporation
650 W. Peachtree St. NW
Atlanta, GA 30308
855.NORFOLK or
855.667.3655

SHAREHOLDER SERVICES INFORMATION

Norfolk Southern Corporation
Requests & Information
shareholder@nscorp.com
800.531.6757

COMMON STOCK

Ticker symbol: NSC

Our common stock is listed and traded on the New York Stock Exchange.

DIVIDENDS

At its January 2024 meeting, our Board of Directors declared a quarterly dividend of $1.35 per share on the company's common stock, payable on Feb. 20, 2024, to shareholders of record on Feb. 2, 2024.

We reduced the days between shareholder of record date and payable date beginning in the second quarter of 2021, effectively accelerating payments to shareholders. We usually pay quarterly dividends on our common stock on or about Feb. 20, May 20, Aug. 20, and Nov. 20, when and if declared by our Board of Directors to shareholders of record. Through the end of 2023, we have paid 166 consecutive quarterly dividends since our inception in 1982.

ACCOUNT ASSISTANCE

For assistance with lost stock certificates, transfer requirements, the INVESTORS CHOICE Plan, address changes, dividend checks, and direct deposit of dividends, contact:

Equiniti Trust Company, LLC
6201 15th Avenue
Brooklyn, NY 11219
877.864.4750

INVESTORS CHOICE

We and our transfer agent, Equiniti Trust Company, LLC, offer the INVESTORS CHOICE Plan for investors wishing to purchase or sell Norfolk Southern Corporation common stock. This plan is available to both present shareholders of record and individual investors wishing to make an initial purchase of Norfolk Southern Corporation common stock. Once enrolled in the plan, you can invest cash dividends when paid and make optional cash investments simply and conveniently.

To take advantage of the INVESTORS CHOICE Plan, contact Equiniti Trust Company, LLC at 877.864.4750 or visit **https://amstock.mobular.net/Amstock/NSC/** to learn more about the INVESTORS CHOICE Plan.

PUBLICATIONS

The following reports and publications are available on our website at **www.norfolksouthern.com** and, upon written request, will be furnished in printed form to shareholders free of charge:

- Annual Reports on Form 10-K
- Quarterly Reports on Form 10-Q
- Corporate Governance Guidelines
- Board Committee Charters
- Thoroughbred Code of Ethics
- Code of Ethical Conduct for Senior Financial Officers
- Categorical Independence Standards for Directors
- Norfolk Southern Corporation Bylaws

Shareholders desiring a printed copy of one or more of these reports and publications should send their request to our corporate secretary:

Denise W. Hutson
Corporate Secretary
Norfolk Southern Corporation
650 W. Peachtree St. NW
Atlanta, GA 30308
470.463.0400

A notice and proxy statement for the annual meeting of shareholders are furnished to shareholders in advance of the meeting.

Amendments to or waivers of the Thoroughbred Code of Ethics and/or the Code of Ethical Conduct for Senior Financial Officers that are required to be disclosed pursuant to Item 5.05 of the current report on Form 8-K will be disclosed on our website.

ETHICS & COMPLIANCE HOTLINE

High ethical standards always have been key to our success. Anyone who might be aware of a violation of our corporation's Thoroughbred Code of Ethics is encouraged to contact our Ethics & Compliance Hotline at 800.732.9279.

Forward-Looking Statements

Certain statements in this Annual Report are "forward-looking statements" within the meaning of the "safe harbor" provisions of the Private Securities Litigation Reform Act of 1995, as amended. These statements relate to future events or financial performance and involve known and unknown risks, uncertainties, and other factors that may cause our actual results or performance to be materially different from those expressed or implied by any forward-looking statements. In some cases, forward-looking statements can be identified by terminology such as "may," "will," "could," or other comparable terminology. We have based these forward-looking statements on our current expectations, assumptions, estimates, beliefs, and projections, which we believe are reasonable. However, such forward-looking statements are only predictions and involve known and unknown risks and uncertainties, many of which involve factors or circumstances that are beyond our control. These and other important factors, including those discussed in Item 1A "Risk Factors," in the Form 10-K set forth herein, may cause actual results, performance, or achievements to differ materially from those expressed or implied by these forward-looking statements. The forward-looking statements herein are made only as of the date they were first issued, and unless otherwise required by applicable securities laws, we disclaim any intention or obligation to update or revise any forward-looking statements, whether as a result of new information, future events, or otherwise.